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02-12-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

2.12.01

To the Honorable Commissioner of Patents and Trademarks.
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Plan Hold Corporation (Delaware)

2. Name and address of receiving party(ies):
Name: Safco Products Co.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Internal Address:
Street Address: 5600 North Highway 169
City: Minneapolis State: MN ZIP: 55428

Additional name(s) of conveying party(ies)
attached? Yes No

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States
a domestic representative designation is attached:
 Yes No
(Designation must be a separate document from
Assignment)

Execution Date: October 10, 2000 Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,351,324
1,182,163
1,168,024
800,675
1,005,808
1,016,922

Additional numbers attached? Yes No

5. Name and address of party to whom
correspondence concerning document
should be mailed:

Name: Kimberly K. Baxter
Internal Address: 4800 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2100
Street Address: 4800 IDS Center
80 South Eighth Street
City: Minneapolis State: MN 55402-2100

6. Total number of applications and registrations
involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: 16-0631
(Attached duplicate copy of this page if
paying by deposit account)

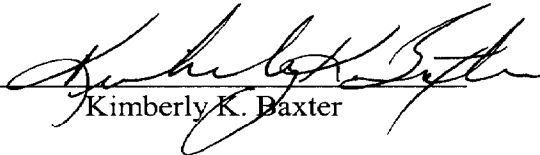
03/01/2001 6TON11 00000081 1351324

01 FC:481 40.00 OP
02 FC:482 125.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing:


Kimberly K. Baxter

2/7/01

Date

Total number of pages comprising cover sheet: 02

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503



02-12-2001

U.S. Patent & TMO/c/TM Mail Rpt Dt. #28

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of October 11, 2000, from Plan Hold Corporation, a Delaware corporation with its principal place of business located at 17421 Von Karman Avenue, Irvine, CA 92614 ("Assignor"), in favor of Safco Products Co., a Minnesota corporation with its principal business address at 5600 North Highway 169, Minneapolis, Minnesota 55428 ("Assignee"),

WHEREAS, Assignor has adopted, owns and is using the trademarks identified in Schedule 1 attached hereto (collectively, the "Marks");

WHEREAS, pursuant to an Asset Purchase Agreement dated as of October 11, 2000 between Assignor and Assignee (the "Purchase Agreement"), Assignee has acquired all right, title and interest in and to the Marks, all registrations thereof, applications therefor and rights associated therewith; and

WHEREAS, the Marks are being assigned from Assignor to Assignee as part of the business described in the Purchase Agreement, a portion of which includes the business indicated and symbolized by the Marks.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Effective as of the date hereof, Assignor does hereby assign and transfer to Assignee all of its right, title and interest in and to the Marks, all registrations thereof, applications therefor and rights associated therewith, together with the goodwill of the business indicated and symbolized by the Marks, for the United States and throughout the world, wherever existing, along with the right to recover damages and profits for past infringements thereof.

2. Assignor further covenants and agrees with Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.

3. Assignor hereby grants the firm of Patterson, Thuente, Skaar and Christensen, P.A., Minneapolis, Minnesota, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

4. Assignor does hereby covenant and agree with Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these presents, and that Assignor or its executors or administrators will at any time upon request,

subject to Assignor's reasonable scheduling needs, without further or additional consideration, but with reasonable compensation at Assignor's normal rates plus expenses, all at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant.

IN WITNESS WHEREOF, Assignor has, by its duly authorized representative, executed this Trademark Assignment as of the date set forth above.

PLAN HOLD CORPORATION



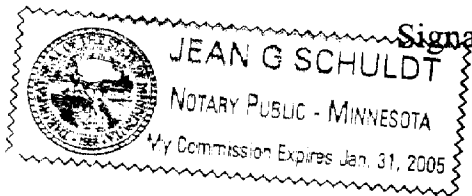
By: _____
Its: PRESIDENT

State of Minnesota
County of Stearns

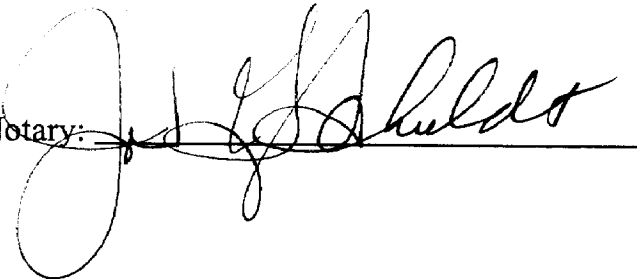
On October 10, 2000, before me, a Notary Public, appeared Don Fleischer personally known to me to be the President, of Plan Hold Corporation and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, Plan Hold Corporation executed this instrument.

SUBSCRIBED AND SWORN TO BEFORE ME

WITNESS my hand and official seal



Signature of Notary: _____



SCHEDULE 1 TO TRADEMARK ASSIGNMENT

<u>Trademark Registration No.</u>	<u>Date of Issue</u>	<u>Description</u>
1,351,324	July 30, 1985	"P" - United States
1,182,163	December 15, 1981	Hi-Tech - United States
1,168,024	September 8, 1981	Plan Hold - United States
TMA 113,293	February 20, 1959	Plan Hold - Canada
800,675	December 21, 1965	Pendaflexer
1,005,808	March 4, 1975 Renewal Term Begins March 4, 1995	Harbor
1,016,922	July 29, 1975 Renewal Term Begins July 29, 1995	Benedetti
Filed; No applicable number assigned		Planhold CTM (European Economic Community)
Application No. 1868496 filed 9/22/00		