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FINANCE SECTION

04-19-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION TRADEM

DEPT. OF COMMERCE and Trademark Office

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

1. Name of conveying party(ies):

Mebcos Industries, Inc.

4-5-02

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 4/3/02

2. Name and address of receiving party(ies)

Name: Fromm International, Inc.

Internal

Address:

Street Address: 1919 Stanley Street

City: Northbrook State: IL Zip: 60062-5324

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule B

Additional number(s) attached Yes No

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

Name: Michael N. Levy, Esq.

Internal Address:

Goldberg, Kohn, Bell, Black, Rosenbloom &

Moritz, Ltd.

Street Address: 55 East Monroe

Suite 3700

City: Chicago State: IL Zip: 60603-5802

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michael N. Levy Name of Person Signing

Michael N. Levy Signature

4/4/2002 Date

6

Total number of pages including cover sheet, attachments, and document:

04/18/2002 BBYRNE 00000264 1398565

01 FT:481 02 FT:482

40.00 OP 275.00 OP

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE B

THE TRADEMARKS

UNITED STATES

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DOUBLE DIP	1398565	6/24/1986
VOLUME	1547444	7/11/1989
VOLUME II	1553775	9/29/1989
VOLUME PLUS	1554750	9/5/1989
MEBCO	1653112	8/6/1991
BIG VOLUME	1753948	2/23/1993
Miscellaneous Design	1764546	4/13/1993
FINELINE	1815435	1/4/1994
HIGH VOLUME	1830385	4/12/1994
LOCKERBRUSH	1987694	7/16/1996
M Design	2024350	12/17/1996
VENT COMB	2131176	1/20/1998

PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on this 3rd day of April, 2002, (the "Effective Date"), by and between Mebco Industries, Inc., a Minnesota corporation (the "Assignor") and Fromm International, Inc., an Illinois corporation (the "Assignee");

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated March 30, 2002 (the "Asset Purchase Agreement");

WHEREAS, the Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those patents and trademarks identified and set forth respectively on Schedule A (collectively, the "Patents") and Schedule B (collectively, the "Trademarks") attached hereto; and

WHEREAS, the Assignee wishes to acquire and Assignor wishes to assign all of the Assignor's right, title and interest in and to the Patents and the Trademarks, free and clear of all liens, claims and encumbrances.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over to the Assignee, free and clear of all liens, claims and encumbrances, all of the Assignor's entire right, title and interest in and to the Patents, the Trademarks, and all of the goodwill of the business appurtenant to the Trademarks, together with all claims for damages by reason of infringement of any of the foregoing, with the right to sue for and collect such claims for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

The Assignor hereby represents, warrants and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. In addition, the Assignor agrees to execute any instruments and to perform any acts which may be necessary to fully effectuate and record this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers on the day first above written.

ASSIGNOR:

MEBCO INDUSTRIES, INC.,
a Minnesota corporation

By Wendy Ostlund CEO
Wendy Ostlund, President & CEO

ASSIGNEE:

FROMM INTERNATIONAL, INC.,
an Illinois corporation

By _____
Kevin Johnson, President

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ASSIGNOR:

MEBCO INDUSTRIES, INC.,
a Minnesota corporation

By _____
Wendy Ostlund, President & CEO

ASSIGNEE:

FROMM INTERNATIONAL, INC.,
an Illinois corporation

By  _____
Kevin Johnson, President

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TRADEMARK
REEL: 002486 FRAME: 0835

SCHEDULE B**THE TRADEMARKS****UNITED STATES**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DOUBLE DIP	1,398,565	6/24/1986
VOLUME	1,547,444	7/11/1989
VOLUME II	1,553,775	9/29/1989
VOLUME PLUS	1,554,750	9/5/1989
MEBCO	1,653,112	8/6/1991
BIG VOLUME	1,753,948	2/23/1993
Miscellaneous Design	1,764,546	4/13/1993
FINELINE	1,815,435	1/4/1994
HIGH VOLUME	1,830,385	4/12/1994
LOCKERBRUSH	1,987,694	7/16/1996
M Design	2,024,350	12/17/1996
VENT COMB	2,131,176	1/20/1998

OTHER

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
MEBCO	Brazil	819167037	11/17/1998

SCHEDULE A

THE PATENTS

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
TEASE COMB/HAIR PICK	4,917,129	4/17/1990
COATING PROCESS FOR MANUFACTURING ENLARGED SMOOTH TEETH ENDS ON A COMB	5,078,928	1/1/1992
HAIR BRUSH	5,327,611	7/12/1994
HAIR PICK AND COMB	Des. 330,781	11/3/1992
HAIR PICK	Des. 330,782	11/3/1992
HAIR PICK	Des. 347,492	5/31/1994
HAIRBRUSH	Des. 358,489	5/23/1995
HAIRBRUSH HANDLE	Des. 358,490	5/23/1995
COMB	Des. 385,657	10/28/1997