



03-03-2003



102378706

February 7, 2003

RECORDATION FORM COVER SHEET

OFFICE OF THE COMMISSIONER
200 FEB 10 AM 10 32
FINANCE SECTION

TRADEMARKS ONLY

TRADEMARKS ONLY

OUR FILE NO. 920158

BOX ASSIGNMENTS/FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

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

1. Name of Party(ies) conveying an interest:
King-Seeley Thermos Co.
315 S. First Street
Ann Arbor, Michigan

2-10-03

___ Individual(s) Association
___ General Partnership Limited Partnership
X Corporation-State of Delaware
___ Other _____

2. Name and Address of Party(ies) receiving an interest:
Name: Almco, Inc.
Street Address: 507 W. Front Street
City: Albert Lea
State: Minnesota Zip: 56007

___ Individual(s) citizenship _____
___ Association _____
___ General Partnership _____
___ Limited Partnership _____
X Corporation-State of Minnesota
___ Other _____

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

3. Nature of Conveyance:
X Assignment Merger
___ Security Agreement Change of Name
___ Other _____

Execution Date: November 26, 1985

02/28/2003 TBIAZ1 00000095 745121

01 FC:8521

40.00 00

mc

TRADEMARK
REEL: 002681 FRAME: 0867

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 745,121
5. Name and address of party of whom correspondence concerning document should be mailed:
Name: James T. Nikolai, Esq.
NIKOLAI & MERSEREAU, P.A.
Street Address: 900 Second Avenue South, #820
City: Minneapolis State: MN Zip: 55402-3325
6. Number of applications and registrations involved:
7. Total Fee (37 CFR 3.41): \$40.00
X A check is enclosed.
8. The Commissioner is authorized to charge any fees or refund any overpayment under 37 CFR 2.6 which may be required by this paper to Deposit Account No. 08-1265.

DO NOT USE THIS SPACE

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.

James T. Nikolai
Name of Person Signing

James T Nikolai
Signature

Date: 2/7/03

Total number of pages including cover sheet, attachments and document: 4

ASSIGNMENT/ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made this 27th day of March, 1986, between KING-SEELEY THERMOS CO., a Delaware corporation, and ALMCO INC., a Minnesota corporation.

WHEREAS, King-Seeley Thermos Co. and Almco Inc. have entered into a Purchase Agreement dated November 26, 1985 (the "Agreement") whereby King-Seeley Thermos Co. agreed to sell all of the assets of its Almco Division (the "Division") to Almco Inc.; and

WHEREAS, pursuant to the terms and conditions of the Agreement, King-Seeley Thermos Co. has agreed to assign the Exclusive License Agreement between King-Seeley Thermos Co. and Siegmund J. Enzmann dated May 10, 1978 to Almco Inc.; and

NOW, THEREFORE, King-Seeley Thermos Co. and Almco Inc. mutually agree as follows:


1. Assignment. For valuable consideration, the receipt of which is hereby acknowledged, King-Seeley Thermos Co. hereby assigns to Almco Inc. all of King-Seeley Thermos Co.'s right, title and interest in and to the Exclusive License Agreement between King-Seeley Thermos Co. and Siegmund J. Enzmann dated May 10, 1978.

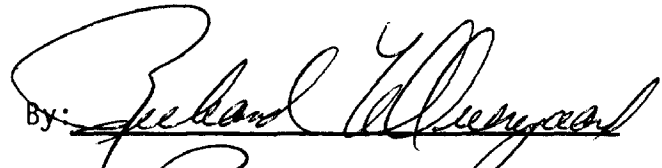
2. Assumption of Duties. For valuable consideration, the receipt of which is hereby acknowledged, Almco Inc. hereby assumes all of the liabilities and covenants to perform all of the obligations and duties of King-Seeley Thermos Co. under the said Exclusive License Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment/Assumption Agreement as of the date first above written.

KING-SEELEY THERMOS CO.

ALMCO INC.

By: 
Its: Vice President

By: 
Its: Pres.