

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hoffco, Inc.		11/29/2004	CORPORATION: MINNESOTA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Hoffco Acquisition Corp.
<b>Street Address:</b>	PO Box 248, North State Highway 274
<b>City:</b>	Wood Lake
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	56297
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	444809	KITCHEN-AIRE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(860)275-0343
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	860-275-0589
<b>Email:</b>	ptomail@dbh.com
<b>Correspondent Name:</b>	Barb Villandry, Paralegal
<b>Address Line 1:</b>	CityPlace 1
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103-3499

<b>ATTORNEY DOCKET NUMBER:</b>	029815-00220
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<b>NAME OF SUBMITTER:</b>	Barb Villandry, Paralegal
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<b>Total Attachments: 5</b> source=Hoffco trademark 1#page1.tif source=Hoffco trademark 2#page1.tif source=Hoffco trademark 3#page1.tif source=Hoffco trademark 4#page1.tif source=Hoffco trademark 5#page1.tif
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**TRADEMARK**

## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT**, effective as of December 1, 2004, is made by and between HOFFCO, INC., a Minnesota Corporation ("Assignor") and HOFFCO ACQUISITION CORP., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor has adopted, used and is using, and is the sole owner of the mark and the corresponding registration set forth on Schedule 1 hereof (the "Registered Mark") and the Unregistered Marks (as defined below);

**WHEREAS**, pursuant to that certain Asset Purchase Agreement by and between Assignor, the sole stockholder of Assignor, and Assignee of event date herewith, Assignor assigned all of the assets of Assignor, including the Assigned Property (as defined below), to Assignee; and

**WHEREAS**, it is the purpose of this document to memorialize the aforementioned assignment and transfer in a form suitable for recordation with the United States Patent and Trademark Office, and any other applicable office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all legal and equitable right, title, and interest throughout the world in and to (a) the Registered Mark, and (b) all other trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names and rights in telephone numbers, including, without limitation, the name "Hoffco", together with all translations, adaptations, derivations and combinations thereof, to the extent Assignor owns such in any jurisdiction throughout the world (the "Unregistered Marks"), and all applications, registrations and renewals for the foregoing, including, without limitation, the registration identified on Schedule 1, together with the goodwill of the business symbolized by the Registered Mark and the Unregistered Marks, and together with all of Assignor's right to sue and recover for past, present and future infringements of the Registered Mark and the Unregistered Marks (collectively, the "Assigned Property"), free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, the same to have and to hold by

Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor hereby agrees as to all Assigned Property to assist the Assignee in every proper way (but at the Assignee's expense) to obtain and from time to time enforce trademarks and other rights and protections relating to the Assigned Property in any and all countries, and to that end Assignor will execute all documents for use in applying for and obtaining such trademarks and other rights and protections and enforcing the same, as Assignee may reasonable request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any trademark, or otherwise evidence or enforce Assignee's rights in the Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf to execute and file any such documentation and to do all other lawfully permitted acts to further the prosecution or enforcement of Assignee's rights with regard to any of the Assigned Property with the same legal force and effect as if executed by Assignor.

Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office, and any other office deemed applicable by the Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Registered Mark and all registrations therefor.

[signature page to follow]

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Assignor as of the date set forth above.

HOFFCO, INC.

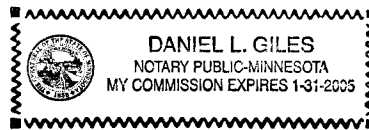
By: DAVID A. HOFF  
Name: David A. Hoff  
Title:

STATE OF MINNESOTA )  
 ) ss.:  
COUNTY OF LYON )

On this the 29 day of November, 2004, before me, personally appeared David A. Hoff who, being by me duly sworn, did depose and say that he is the CEO of Hoffco, Inc., the corporation described in and which executed the above instrument, and that he as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CEO and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

Daniel L. Giles  
Commissioner of Superior Court/Notary Public  
My Commission Expires: 1/31/05



**Accepted:**

**HOFFCO ACQUISITION CORP.**

By: \_\_\_\_\_  
Name:  
Title:



SCHEDULE 1  
TO  
TRADEMARK ASSIGNMENT

<u>Mark</u>	<u>Registration No.</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>
KITCHEN-AIRE	444,809	May 3, 1953	United States