

09-30-2004

Docket No.:

TRADEMARKS / S



102847874

Documents or copy thereof.

10227-3

Tab settings → → → ▼ ▼ ▼
To the Director of the United States Patent and Trademark C

1. Name of conveying party(ies):

Manco, Inc.
32150 Just Imagine Drive
Avon, Ohio 44011

- Individual(s)
- General Partnership
- Corporation-State Ohio
- Other _____

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Sale and Purchase Agreement
- Merger
- Change of Name

Execution Date: April 18, 2002

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

Name: Specialty Tapes, Division of RSW, Inc.

Internal Address: _____

Street Address: 4221 Courtney Road

City: Franksville State: WI ZIP: 53126

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____

Corporation-State Wisconsin

Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

9-27-04

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

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

2,248,077

Additional numbers Yes No

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

Name: Peter N. Jansson

Internal Address: _____

09/29/2004 GTON11 00000197 100270 2248077

01 FC:8521 40.00 DA

Street Address: 245 Main Street

City: Racine State: WI ZIP: 53403

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

10-0270

RECEIVED
SEP 27 11 13 AM '04
FINANCE

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.

Peter N. Jansson

Name of Person Signing

Signature

September 23, 2004

Date

13

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003053 FRAME: 0392

ASSIGNMENT OF PATENT APPLICATION

For One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Manco, Inc., an Ohio corporation, hereby:

Sells, assigns, and transfers to Specialty Tapes, Division of RSW, Inc. ("Assignee"), a Wisconsin corporation having its principal office at 4221 Courtney Road, Franksville, Wisconsin 53126, its successors, assigns and legal representatives, the entire right, title and interest in and to the inventions disclosed in patent application Serial No. 08/867,949, entitled "Display Holder and Method for Using Same," filed June 3, 1997 by inventor John T. Hastings, including such application, all divisional, continuing, substitute, renewal and reissue applications, all other United States and foreign patent applications based in whole or in part on any of such applications or the disclosure therein, and all United States and foreign patents which issue (or have issued) thereon;

Agrees that Assignee may apply for and receive such patents in its own name or in the names of the inventor named in such patent application;

Agrees, as may requested by Assignee, its successors, assigns or representatives, without expense to the undersigned or charge to anyone that it and the inventor will: execute all such patent applications and all rightful documents in connection therewith; communicate with Assignee, its successors, assigns and legal representatives; and carry out the intent of this Assignment by doing everything possible which Assignee, its successors, assigns or legal representatives may consider desirable to aid in securing and maintaining proper patent protection for such inventions and for vesting in Assignee, its successors, assigns or legal representatives title to such inventions and to all such patent applications and patents; and

Covenants with Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned or the inventor, and that the undersigned possesses full right to convey the same as here expressed.

MANCO, INC.

By Bill Kohl

Its EXECUTIVE V.P. - CORP. DEVELOPMENT

Dated 4-18-02

Jerome M. LaPruste
Witness

Manco, Inc. March 18, 2002

Appendix C -- Trademark Assignment

(See the appended document.)

BILL OF SALE

Manco, Inc. ("Manco"), of 32150 Just Imagine Drive, Avon, OH 44011-1355, for good and valuable consideration as recited in the agreement to which this is appended, does hereby grant, sell, transfer and deliver unto Specialty Tapes, Division of RSW, Inc. ("Specialty Tapes"), of 4221 Courtney Road, Franksville, WI 53126, the following personal property:

Finished goods, marketing materials, raw materials, machines and equipment, as follows (all quantities are approximate):

Qty/Ship All	Item #	Description
2184	31056	4"x6" PHTO FRM MAG 1PK BLK
504	31055	4"x6" PHTO FRM MAG 1PK TAUP
480	31054	4"x6" PHTO FRM MAG 1PK WINE
504	31053	4"x6" PHTO FRM MAG 1PK HGRN
5544	31052	8.5"x11" DOC FRM MAG 1PK BLK
240	31051	8.5"x11" DOC FRM MAG 1PK TAUP
456	31050	8.5"x11" DOC FRM MAG 1PK WINE
384	31049	8.5"x11" DOC FRM MAG 1PK HGRN
6624	31048	4"x6" PHTO FRM H/L 1PK BLK
144	31047	4"x6" PHTO FRM H/L 1PK TAUP
3624	31046	4"x6" PHTO FRM H/L 1PK WINE
5616	31045	4"x6" PHTO FRM H/L 1PK HGRN
24	31041	8.5"x11" DOC FRM H/L 1PK HGRN
2	04318370	24" FRAME IT SIDEKICK 96/DS
201	00-30999	72CT FRAME IT COUNTER DISPLAY
20	00-30974	8-1/2X11 FRAME IT RACK GREY
215651	31007-BULK	4 X 6 BLACK PHOTO FRAME IT
49070	31003-BULK	Black 10"x12.5"PVC Frame 500/c
84050	31006-BULK	4 X 6 TAUPE PHOTO FRAME IT
72284	31004-BULK	4 X 6 GREEN PHOTO FRAME IT
34220	31000-BULK	Gm10"x12.5"Veltex Frame 500/c
23924	31005-BULK	4 X 6 WINE PHOTO FRAME IT
36	31002-BULK	Taupe 10"x12.5"PVC Frame 500/c
2156	77022258	4X6 PHOTO FRAME-IT 1PK PURP
2148	77022257	4X6 LIME GRN FRAMEIT 1PK
2000	77022256	4X6 PHOTO FRAME-IT 1PK BLUE
3600	77018374	MAG PHOTO FRAME IT BLACK
2280	77018372	MAG PHOTO FRAME IT GRN
3749	79028574	10X12.5 FRAME IT MATERIAL CLR
6499	79028573	4X6 FRAME IT SHEETS BULK CLR
3300	74018462	INSERT FOR 71518452 - 24" SDK
2974	OS423	FOL, 7 9/16" X 5 5/8" X 2 3/8"
1000	OS417	RSC: 8.125" X 6.875" X 2.875"
8195	OS410	OPF 14" x 10 5/8" x 2"
62907	73021971	FRAME-IT VERTICAL SL
2550	73020182	5PK PHOTO VELCRO BLK
3280	73020183	5PK PHOTO MAG GRN
601	73020184	5PK PHOTO MAG BLK
4819	73020179	3PK DOC VELCRO
5650	73020186	3PK DOC MAG BLK
200	73020180	3PK DOC VELCRO BLK
50800	FLEXMAG-BULK	1/2" X 400" BULK ROLL MAGNET
1	tapeler machine	Tapeler Machine + all parts

Such list being amended to reflect the personal property actually shipped by Manco, Inc. all for Specialty Tapes, and its successors in interest, to have and to hold to their use forever. Manco covenants with Specialty Tapes that it is the lawful owner of the goods; that the goods are free from all encumbrances; that Manco has good right to sell the same as aforesaid; and that Manco will warrant and defend the same against the claims and demands of all persons.

MANCO, INC.

By Bill Kuhl
Title: EXECUTIVE V.P. - CORP. DEVELOPMENT

Date 4/18/02

Appendix B -- Assignment of Patent Application

(See the appended document.)

**SPECIALTY TAPES
DIVISION OF RSW, INC.**

March 18, 2002

Manco, Inc.
32150 Just Imagine Drive
Avon, OH 44011-1355
Attention: James M. Semon
General Manager,
Business Development Team

Subject: Sale and Purchase Agreement – Manco's FRAME-IT Product Line

Gentlemen:

This letter is the final sale-purchase agreement regarding sale by Manco, Inc. ("Manco") to Specialty Tapes, Division of RSW, Inc. ("Specialty Tapes") of Manco's business related to Manco's line of FRAME-IT® frame and display products and all related assets and rights.

1. Nature of the Transaction. This transaction is not a transfer of any corporate entity, but instead is a transfer of tangible and intangible assets and rights, without any transfer of liabilities of any kind.

2. Assets Transferred. The assets transferred are all assets of Manco's business related to its line of FRAME-IT® frame and display products, including without limitation the following:

- All product designs and configurations, whether or not the products have been marketed, including without limitation any and all decorative designs, the look of the product, and all related copyrights (including unregistered copyrights) therein;
- All right, title and interest worldwide in and to United States Patent Application Serial No. 08/867,949, including all rights to claim priority of such application, any patent issuing therefrom, and any United States or foreign application or patent based thereon, including without limitation any continuation, division, substitute, reissue, reexamination or renewal;
- All label and advertising-piece contents, designs, themes, text and any and all the copyrights therein (including unregistered copyrights), but excluding the MANCO trademark, the Manco trade name, any logo used by Manco on various Manco products besides the FRAME-IT product, and the Manco trade dress used on Manco's packaging for the FRAME-IT product and on various Manco products besides the FRAME-IT product;

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- All of Manco's right, title and interest in and to the FRAME-IT trademark, including United States Trademark Registration No. 2,248,077 therefor, all common law rights therein, and the goodwill of the business pertaining thereto, and any logo used only with respect to the FRAME-IT product;
- All raw materials used in manufacturing and packaging the products, all work in process (i.e., partially manufactured goods) and all bulk-product finished goods inventory (including without limitation inventory in boxes of 24 units) and display materials/devices, as included in the attached bill of sale (Appendix A);
- All machines and equipment used in manufacturing and packaging the products, including without limitation the Tapeler automatic assembly machines (and any manuals and things related to operation thereof) and any and all dies, plates, films, transparencies and machine-readable storage means relating to the products, their packaging or displays therefor, as included in the attached bill of sale (Appendix A);
- All information on sources of raw material particularly related to manufacture and packaging of the subject products;
- All lists of customers which are purchasing or have purchased the subject products and any and all lists of potential customers assembled particularly with respect to marketing of the subject products;
- All agreements and arrangements with respect to supply of raw materials for the subject products or with respect to supply of the products to customers, and a list of all sales representatives that have been used by Manco in connection with the FRAME-IT products, along with Manco's knowledge of the customers that such sales representatives contacted or dealt with regarding the FRAME-IT products; and
- Copies of any and all current and past written business plans (including without limitation plans for advertising, marketing plans and sales plans) related to the subject products,

all of which assets are referred to as "the Manco FRAME-IT Assets" or simply as the "Assets." Manco will provide: an executed bill of sale as set forth in attached Appendix A for the personal property listed above; an executed assignment with respect to the patent rights in the form set forth in Appendix B; and an executed assignment with respect to the FRAME-IT trademark in the form set forth in Appendix C. Manco will also transfer the patent and trademark files.

3. Prices and Terms. Specialty Tapes will pay Manco the sum of Sixty-Five Thousand Dollars (\$65,000.00), payable as follows:

A. One half upon the closing of the transaction (see section 6 below);

B. One quarter within one (1) month of the closing of the transaction; and

C. One quarter within three (3) months of the closing of the transaction.

4. No Liens or Encumbrances. All machines, equipment, inventory and other assets will be transferred free and clear of any security interests, liens or other encumbrances, and are in working order at the time of shipment to Specialty Tapes.

5. Closing Date; Transfer of the Assets. The transaction shall be closed by transfer of the Assets within one (1) week of execution of the definitive Sale and Purchase Agreement.

6. Non-Compete Provision. Manco will to refrain from competing in the low-cost frame-and-display product market for a period of six (6) years.

7. Representations and Warranties. Manco makes the following representations and warranties:

- That the subject products and/or the manufacture or use thereof do not infringe, and have not been accused of infringing, any patent;
- That Manco has not received any notice from any third party, or been advised by counsel, that Manco's FRAME-IT products infringe any trademark or any other intellectual property rights of a third party;
- That the machines and equipment are in working order at the time of shipment to Specialty Tapes, such warranty to expire one (1) month after delivery of such machines and equipment to Specialty Tapes;
- That the inventory is in usable and saleable condition, such warranty to expire one (1) month after delivery of the inventory to Specialty Tapes; and
- That all machines, equipment, inventory and other transferred assets are free and clear of any security interests, liens or other encumbrances.

8. Conduct in Ordinary Course. Manco agrees that its FRAME-IT business, if it stays in operation prior to the closing, will be conducted in the ordinary manner, without any unusual depletion, removal or dumping, or abnormally low-cost selling of raw materials or finished goods inventories. However, Manco may sell its full inventory of some 29,000 units of FRAME-IT retail packs (non-bulk product, e.g., six-packs) to Dollar Tree, a chain discounter, at a low price; Manco agrees to ask Dollar Tree to limit its distribution of such products to its own discount stores. In addition to Manco's commitments as set forth herein, closing of the transaction contemplated by this letter of intent is subject to Manco's compliance with this

paragraph.

9. Specialty Tapes' Sale of Existing Inventory. In selling the finished goods and inventory acquired from Manco, Specialty Tapes need not remove the MANCO trademark or trade name or any logos of Manco from the product; however, any new products manufactured by Specialty Tapes will not bear the MANCO trademark or trade name or any logo of Manco thereon.

10. Cooperation of Sales Representatives. Manco agrees that after transfer of the Assets it will request all sales representatives that were used by Manco in connection with the subject FRAME-IT products (along with the customers which they contacted or with which they dealt with respect to the products) to act as sales representatives for Specialty Tapes in connection with Specialty Tapes' FRAME-IT products, and in connection with similar Specialty Tapes' products, i.e., Specialty Tapes' MIRACLE MOUNT frames and WALLABY products. Manco further agrees that no contractual obligations involving Manco will limit such representatives from operating as Specialty Tapes' sales representatives for the products mentioned in this paragraph.

11. Brief Telephone Consultation. For a period of six (6) months after the closing, a representative of Manco will be available from time to time for brief telephone consultations as reasonably requested by Specialty Tapes in connection with the subject products and the Assets transferred.

12. Expenses. Each party will pay its respective expenses incident to this transaction.

13. Announcements. No general public announcement shall be made concerning this transaction without prior written consent of both parties. Notwithstanding the foregoing, nothing herein will restrict the parties' ability to communicate information concerning the transaction their respective affiliates, officers, directors, employees and professional advisors, and, to the extent relevant, to third parties involved in the transaction. Furthermore, Specialty Tapes will be free, of course, to inform FRAME-IT customers and those involved in the business, including in selling, of its acquisition of the FRAME-IT line.

14. No Broker's Fees. No brokers or finders have been employed in this transaction.

15. Exclusive Rights. Manco will not provide to any person other than Specialty Tapes and its agents any confidential information on its FRAME-IT business and related assets.

16. Delivery. Manco will transfer the Assets to Specialty Tapes after closing pursuant to section 5 above, with title transfer to tangible Assets occurring upon loading onto a vehicle for shipment to Specialty Tapes. Shipment of tangible Assets will be at Specialty Tapes' expense. Intangibles will be transferred upon execution of appropriate assignment documents as noted above; in the absence of assignment documents with respect to certain intangibles, transfer of such intangible Assets shall be deemed to occur upon shipment of the tangible Assets.

17. Miscellaneous. This letter agreement shall be governed by the substantive laws of the State of Wisconsin without regard to conflict of law principles. This letter constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all prior statements and understandings of the parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This agreement may be amended only by written agreement, signed by the parties.

If the foregoing terms and conditions are acceptable to you, please so indicate by signing the enclosed copy of this letter and returning it to the attention of the undersigned by overnight courier.

Very truly yours,

SPECIALTY TAPES, DIV. OF RSW, INC.

By Richard J. Werner
Title: Pres.

Accepted and Agreed:

MANCO, INC.

By Bill Kohl
Title: EXECUTIVE V.P. - CORP. DEVELOPMENT

Appendix A -- Bill of Sale

(See the appended document.)