

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brian Keating Stompe		06/25/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fasteners for Retail, Inc.		
<b>Street Address:</b>	28900 Fountain Parkway		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44139		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2033183	TALKER POCKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)209-6167		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-897-1610		
<b>Email:</b>	bkstompe@verizon.net		
<b>Correspondent Name:</b>	Brian K. Stompe		
<b>Address Line 1:</b>	110 San Mateo Way		
<b>Address Line 4:</b>	Novato, CALIFORNIA 94945		
<b>NAME OF SUBMITTER:</b>	Brian Keating Stompe		
<b>Signature:</b>	/Brian K. Stompe/		
<b>Date:</b>	07/10/2007		

Total Attachments: 13  
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## TALKER POCKET CORPORATION

110 SAN MATEO WAY, NOVATO, CA 94945 PH. (415) 209-6157 FAX (415) 209-6167

FAX TO: 440-505-6904

Mr. Paul Bloom, VP Marketing

Fasteners for Retail, Inc.

28900 Fountain Parkway

Cleveland, OH 44139-4337

FAX 6/25/07

Ref. Transmittal of ASSIGNMENT AGREEMENT,  
Talker Pocket patents, trademark and assets.

Dear Paul:

Please find attached the ASSIGNMENT AGREEMENT which I have signed and had notarized, and which FFR needs to sign on page 4, so completed page 4 can be FAXed to me at 415-209-6167.

The California Notary had to provide notarization for EXHIBIT C (PATENT ASSIGNMENT) and EXHIBIT D (TRADEMARK ASSIGNMENT) on a, "CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT" form, which is supplied for both EXHIBIT C and D, and is referenced on those exhibits.

I believe upon receiving your page 4 FAX, I should notify the USPTO of assignments of the Patent and Trademark rights.

Did you receive my email sent 6/23/07 confirming I will label the cutting dies at R&J with FFR's phone and address, and that when I go to San Carlos to do that, I take the inventory of Talker Pockets at this office with me to combine with inventory at R&J so all inventory may be packed on a pallet for shipment to FFR at Solon via your designated carrier? Please confirm your designated carrier and contact information.

Hope you had a good vacation.

Best regards,



Brian Stompe

FAX ed with this letter, completed ASSIGNMENT AGREEMENT with California notarizations, total 12 pages.

## ASSIGNMENT AGREEMENT

This agreement effective as of June 25, 2007 is by and between Talker Pocket Corporation, a California corporation having a business address at 110 San Mateo Way, Novato, California 94945 (Talker Pocket); Brian K. Stompe, a California resident having a business address at 110 San Mateo Way, Novato, California 94945 (Stompe) and Fasteners for Retail, Inc., an Ohio corporation having a business address at 28900 Fountain Parkway, Cleveland, Ohio 44139-4337 (FFR).

WHEREAS, Stompe is the owner of record of the entire right, title and interest in and to certain U.S. Letters Patent set forth in Exhibit A to this agreement;

WHEREAS, Stompe is the owner of record of a certain trademark as set forth in Exhibit B to this agreement, together with the goodwill of the business connected with the use of and symbolized by said trademark;

WHEREAS, Talker Pocket has been authorized by Stompe to manufacture and sell products covered by the patents listed in Exhibit A hereto and has been authorized by Stompe to employ the trademark set forth in Exhibit B hereto;

WHEREAS, FFR is desirous of acquiring the entire right, title and interest in and to the patents set forth in Exhibit A and the trademark set forth in Exhibit B and the goodwill of the business connected with such trademark;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby mutually agree as follows:

I. Assignment of Patents

Stompe agrees to assign to FFR his rights in the patents listed in Exhibit A by executing an assignment document of the type attached hereto as Exhibit C and made a part hereof. This document will be filed for recordation with the U.S. Patent and Trademark Office. Stompe and Talker Pocket also agree, when requested, to have signed any additional documents which may be required to perfect this assignment.

II. Assignment of Trademark

Stompe agrees to assign to FFR his rights in the trademark listed in Exhibit B, together with the goodwill of the business connected with the use of and symbolized by said trademark. Stompe agrees to execute an assignment document of the type attached hereto as Exhibit D and made a part hereof. This document will be filed for

recordation with the U.S. Patent and Trademark Office. Stompe and Talker Pocket also agree when requested to assign any additional documents which may be required to perfect this assignment.

III. Consideration

A. Initial Consideration

FFR agrees to pay Stompe \$2,000.00 and Talker Pocket \$8,000.00 for the assignments and undertakings set forth in Sections I and II above.

B. Royalty

FFR agrees to pay a royalty of \$ 0.01 cent per unit for each TALKER POCKET plastic literature holder sold by FFR, which literature holder is covered by at least one claim of the patents listed in Exhibit A, until the date of expiration of the last to expire one of the patents listed in Exhibit A. Such royalty payments will be for net sales, less returns and allowances. The royalty payments will be made to:

Novato Rotary Club Endowment  
P.O. Box 657  
Novato, California 94948-0657

FFR will make such royalty payments on a semi-annual basis. For the six month period running from January 1 to June 30 of each calendar year, the payment will be made on July 30th of that year and for the six month period from July 1 to December 31 of each calendar year, the payment will be made on January 30th of the following calendar year.

IV. Miscellaneous Provisions

A. Each party agrees to execute, acknowledge and deliver such further instruments and to do all such other acts as may be necessary or appropriate in order to carry out the purposes and intent of this agreement.

B. No amendment, modification or supplement of any provision of this agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each party.

C. No provision of this agreement shall be waived by any act, omission or knowledge of a party or its agents or employees, except by an instrument in writing expressly waving such provision and signed by a duly

authorized officer of the waiving party. No such waiver shall be a continuing waiver of the same or any other provision.

D. This agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, successors and assigns.

E. The descriptive headings of this agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this agreement.

F. This agreement and its terms and conditions shall be governed exclusively by and construed according to the laws of the State of Ohio, without giving effect to principles of conflicts of law.

G. Wherever possible, each provision of this agreement will be interpreted in such manner as to be effective and valid under the applicable law, but if any provision of this agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the agreement.

H. This agreement constitutes and contains the complete final and exclusive understanding and agreement of the parties and cancels and supersedes any and all prior or contemporaneous negotiations, correspondence, understandings and agreements whether oral or written between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement  
as of the date written above.

FASTENERS FOR RETAIL, INC.

By Paul M. Bloom

Name: Paul M. Bloom

Title: V.P. Marketing

BRIAN K. STOMPE

Brian K. Stompe

6/25/07

TALKER POCKET CORPORATION

By Brian K. Stompe

Name: Brian K. Stompe

Title: President and Owner of  
Talker Pocket Corporation

**EXHIBIT A**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,423,425	06/13/1995	Store Shelf Brochure Holder and Blank Therefor
5,695,061	12/09/1997	Literature Holder and Blank Therefor



**EXHIBIT B**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods</u>
TALKER POCKET	2,033,183	01/21/1997	Plastic holder for literature to be attached to store shelves, walls, fixtures or displays.

**EXHIBIT C**

**PATENT ASSIGNMENT**

WHEREAS, Brian K. Stompe, a California resident having a business address at 110 San Mateo Way, Novato, California 94945, is the owner of the entire right, title and interest in and to the United States Letters Patents identified in Appendix A hereto which is made a part hereof; and,

WHEREAS, Fasteners For Retail, Inc., a corporation of the state of Ohio, located and doing business at 28900 Fountain Parkway, Cleveland, Ohio 44139, is desirous of acquiring the entire right, title and interest in and to said patents and the inventions covered thereby within the United States of America and its territorial possessions:

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Fasteners For Retail, Inc. to Brian K. Stompe, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Brian K. Stompe does hereby sell, assign and transfer unto Fasteners For Retail, Inc., the entire right, title and interest in and to the patents identified in Appendix A and the inventions covered thereby within the United States of America and its territorial possessions and to any and all divisions, reissues, reexaminations, continuations and extensions thereof, all said rights to be held and enjoyed by Fasteners for Retail, Inc. for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the terms for said Letters Patents.

BRIAN K. STOMPE

*Brian K. Stompe*

Date: 6/25/07

STATE OF \_\_\_\_\_ )  
 ) :SS  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me this day, the above named Brian K. Stompe to me personally known, who acknowledged that he signed the foregoing instrument for the uses and purposes therein mentioned, and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my seal, this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

\_\_\_\_\_  
Notary Public

(seal)

**California All-Purpose  
Acknowledgment Attached**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

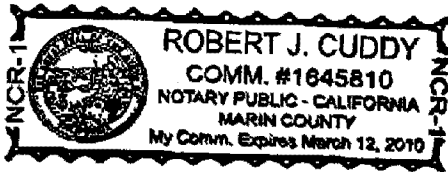
County of Marin

Reference ASSIGNMENT AGREEMENT, June 25, 2007,  
Brian K. Stompe, a California Resident and  
Fasteners for Retail, Inc. an Ohio corporation,  
PATENT ASSIGNMENT, EXHIBIT C.

On June 25<sup>th</sup> 2007 before me, Robert J. Cuddy, Notary Public

Personally appeared Brian K Stompe

personally known to me /or/  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their authorized capacity(ies) and that by (his) her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



WITNESS my hand and official seal.

Robert J Cuddy

My commission, Number 1645810, expires March 12<sup>th</sup>, 2010

## OPTIONAL INFORMATION

DOCUMENT

(See above)

Title or Type of Document \_\_\_\_\_

Date of Document \_\_\_\_\_ Number of Pages \_\_\_\_\_

Other Signer(s) \_\_\_\_\_

SIGNER'S CLAIMED CAPACITY

Individual  Other \_\_\_\_\_

TRADEMARK

**EXHIBIT D**

**TRADEMARK ASSIGNMENT**

WHEREAS, Brian K. Stompe, a California resident having a business address at 110 San Mateo Way, Novato, California 94945, is the owner of record of the entire right, title and interest in and to the U. S. trademark registration identified in Appendix A hereto, which is made a part hereof, and of the good will of the business connected therewith; and

WHEREAS, Fasteners For Retail, Inc., a corporation of the state of Ohio, located and doing business at 28900 Fountain Parkway, Cleveland, Ohio 44139, is desirous of acquiring the entire right, title and interest in and to the trademark registration identified in Appendix A and the good will of the business connected therewith;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by Fasteners For Retail, Inc. to Brian K. Stompe, and for other good and valuable consideration, receipt of which is hereby acknowledged, Brian K. Stompe does hereby sell, assign and transfer unto Fasteners For Retail, Inc., the entire right, title and interest in and to the trademark registration identified in Appendix A and to any and all renewals thereof, together with the good will of the business connected with the use of and symbolized by said trademark, all said rights to be held and enjoyed by Fasteners For Retail, Inc. for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term for which said trademark registration has been granted.

BRIAN K. STOMPE

*Brian K. Stompe*

Date: 6/25/07

STATE OF \_\_\_\_\_ )  
 ) :SS  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me this day, the above named to me personally known, who acknowledged that he/she signed the foregoing instrument for the uses and purposes therein mentioned, and that the same is his/her free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my seal, this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

(seal) **California All-Purpose  
Acknowledgment Attached**

\_\_\_\_\_  
Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

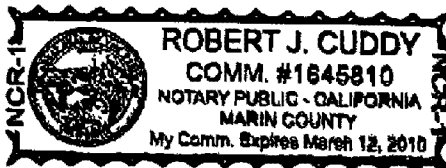
Reference ASSIGNMENT AGREEMENT, June 25, 2007,  
Brian K. Stompe, a California Resident and  
Fasteners for Retail, Inc. an Ohio corporation,  
TRADEMARK ASSIGNMENT, EXHIBIT D.

County of Marin

On June 25<sup>th</sup> 2007 before me, Robert J. Cuddy, Notary Public

Personally appeared Brian K. Stompe

personally known to me /or/  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



WITNESS my hand and official seal.

Robert J. Cuddy

My commission, Number 1645810, expires March 12<sup>th</sup>, 2010

## OPTIONAL INFORMATION

DOCUMENT

(See above)

Title or Type of Document \_\_\_\_\_

Date of Document \_\_\_\_\_ Number of Pages \_\_\_\_\_

Other Signer(s) \_\_\_\_\_

SIGNER'S CLAIMED CAPACITY

Individual  Other \_\_\_\_\_

APPENDIX A

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,423,425	06/13/1995	Store Shelf Brochure Holder and Blank Therefor
5,695,061	12/09/1997	Literature Holder and Blank Therefor

**APPENDIX A**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods</u>
TALKER POCKET	2,033,183	01/21/1997	Plastic holder for literature to be attached to store shelves, walls, fixtures or displays.

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