

08-01-2007



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RECORDATION FORM COVER SHEET

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OUR FILE NOS. 960229; 960192; 990363; 20000551

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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:
Emplast, Inc.

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

2. Name and Address of Party(ies) receiving an interest:
Name: Bongard Family Holdings, LLC
Street Address: 7966 Century Blvd.
City: Chanhassen
State: Minnesota Zip: 55317

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

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)

OFFICE OF PENDING RECORDS
JUL 30 PM 4:13
FINANCE SECTION

07/31/2007 DBYRNE 0000055 2491354

01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

Refund Ref:
07/31/2007 DBYRNE 0000158453

CHECK Refund Total: \$45.00

3. Nature of Conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other	_____	

Execution Date: December 20, 2006

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

A. Trademark Application No.(s)

B. Trademark Registration No. 2,085,007; 2,136,229;
2,491,354; 2,679,760

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: 4

7. Total Fee (37 CFR 3.41): \$160.00

8. A check in the amount of \$160.00 is enclosed.

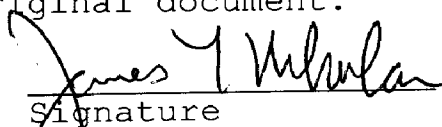
The Commissioner is authorized to charge any fees or refund any overpayment under 37 CFR 2.6 which may be required by this paper to Deposit Account No. 08-1265.

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


Signature

Date: July 26, 2007

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into effective as of the 20th day of December, 2006, by and between **Emplast, Inc.**, a Minnesota corporation ("Assignor"), and **Bongard Family Holdings, LLC**, a Minnesota limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is in the process of winding up its operations and affairs, and in connection with the liquidation and dissolution of Assignor, the Assignor wishes to assign all of its rights, title and interest in and to any and all of the Assignor's contracts, obligations, instruments, claims, and all other rights inuring to the benefit of Assignor (the "Assigned Rights"), and all of the Assignor's obligations and duties resulting from the operations of the Assignor (the "Assigned Obligations"); and

WHEREAS, the Assignee, as the sole shareholder of the Assignor, hereby agrees to assume the duties and obligations with respect to the Assigned Obligations, and assumes all rights and entitlements under the Assigned Rights;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and the mutual benefits to be gained by the performance hereof, the parties agree as follows:

1. **Assignment of Assigned Rights and Assigned Obligations** – Assignor hereby assigns, transfers, conveys and grants to Assignee all of Assignor's right, title and interest in and to the Assigned Rights, and the Assigned Obligations.

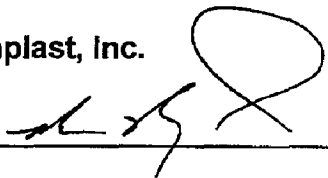
2. **Assumption of Assigned Rights and Assigned Obligations** – Assignee, in consideration of said assignment, assumes the Assigned Rights, and assumes and undertakes to discharge all of the covenants, obligations and liabilities of Assignor under the terms of the Assigned Obligations that are to be performed on or after the date of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

ASSIGNOR:

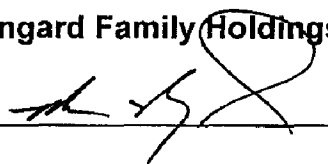
Emplast, Inc.



Mark Bongard, President

ASSIGNEE:

Bongard Family Holdings, LLC



Mark Bongard

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