

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ultra Pro L.P.		06/01/2007	LIMITED PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ultra Pro Corporation
Street Address:	6049 Slauson Avenue
City:	City of Commerce
State/Country:	CALIFORNIA
Postal Code:	90040
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1687833	ULTRA PRO
Registration Number:	1696941	ULTRA PRO PLATINUM
Registration Number:	1760673	REMBRANDT
Registration Number:	1766700	STOR SAFE
Registration Number:	1772960	ULTRA PRO
Registration Number:	1857678	ULTRA PRO
Registration Number:	2143827	
Registration Number:	2168671	DECK PROTECTOR
Registration Number:	2526097	MULTI-VIEW
Registration Number:	2605702	BRIK FOR THIK
Registration Number:	2747994	THE STANDARD IN SAFE STORAGE
Registration Number:	2938691	DECK VAULT
Registration Number:	2922483	E-LOCK
Registration Number:	3096005	LET'S DUEL!

OP \$515.00 1687833

Registration Number:	3098884	SATIN
Registration Number:	3108071	DIAMOND CORNER BOX
Registration Number:	3145043	97% COMPLETE
Registration Number:	2906541	7GYPSIES
Serial Number:	77056502	ONE-TOUCH
Registration Number:	2482191	DECK BOX

CORRESPONDENCE DATA

Fax Number: (303)473-2720
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-473-2710
Email: docket@hollandhart.com
Correspondent Name: Scott S. Havlick
Address Line 1: 555 17th Street, Suite 3200
Address Line 2: P.O. Box 8749
Address Line 4: Denver, COLORADO 80201-8749

ATTORNEY DOCKET NUMBER:	55801.0001
NAME OF SUBMITTER:	Scott S. Havlick
Signature:	/Scott Havlick/
Date:	09/28/2007

Total Attachments: 14
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is entered into as of the 1st day of June, 2007 by and between Ultra Pro Corporation, a California corporation ("Buyer"), and Ultra Pro L.P., a California limited partnership ("Seller").

WHEREAS, Buyer (under its former name, SFEE Corporation) and Seller are parties to that certain Asset Purchase Agreement, dated as of May 16, 2007 (the "Purchase Agreement"), pursuant to which agreement Seller has agreed to assign, and Buyer has agreed to accept, all of Seller's Proprietary Rights (as used herein, the "Intellectual Property"). All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, as of the date of this Assignment, Buyer changed its name to Ultra Pro Corporation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Seller hereby irrevocably assigns to Buyer, and Buyer hereby accepts such assignment of, Seller's entire right, title and interest in and to all of the Intellectual Property and all rights therein owned by or licensed to Seller, including, without limitation, the following: (i) the patents and patent applications listed on the Assignment of Patent Interest attached hereto as **Attachment A**; (ii) the trademarks and trademark applications and any goodwill associated therewith listed on the Trademark Assignment attached hereto as **Attachment B**; (iii) the Internet domain names listed on **Attachment C** hereto; (iv) the copyrights and other copyrightable works, and all other rights corresponding thereto; (v) the software and other technology; and (vi) any similar or equivalent rights to any of the foregoing.

2. Representations and Warranties. Assignor and Assignee hereby acknowledge that this Assignment is subject to the terms, conditions, representations, and warranties set forth in the Purchase Agreement.

3. Binding Effect. The rights, title and interest assigned under Section 1, above, shall be for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns, or other legal representatives. Upon execution of this Assignment, neither Assignor, nor any related person, company, successor-in-interest, or any party in privity with or under the control of Assignor shall retain any right whatsoever in and to the Intellectual Property.

4. Further Acts. Concurrently with the execution and delivery of this Assignment, Seller shall execute and deliver to Buyer the Assignment of Patent Interest and the Trademark Assignment. From time to time after the date hereof, Seller will execute and deliver, or cause its affiliates to execute and deliver, to Buyer such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Buyer or its counsel in order to vest in Buyer all right, title and interest of Seller in and to the Intellectual Property and otherwise in order to carry out the purpose and intent of this Assignment and the Purchase Agreement.

5. Entire Agreement. This Assignment and its Attachments, together with the Purchase Agreement and all schedules and documents executed in connection with the Purchase Agreement, constitute the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersedes and replaces any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the obligations, agreements or covenants of Seller or Buyer set forth in the Purchase Agreement nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

6. Equitable Relief. Assignor acknowledges and agrees that Assignee shall have the right to seek and obtain equitable relief, without the requirement of posting a bond, upon any violation or threatened violation of the terms of this Assignment, in addition to all other rights and remedies available to Assignee at law or equity.

7. Governing Law. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California without giving effect to its choice of law or conflicts-of-laws principles.

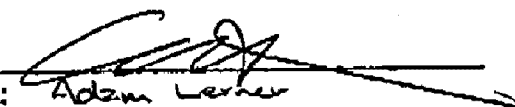
8. Headings. Captions and Section headings used in this Assignment are for convenience only, are not part of this Assignment, and shall not be used in interpreting it.

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

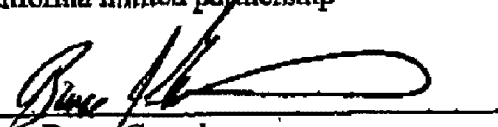
BUYER:

Ultra Pro Corporation,
a California corporation

By: 
Name: Adam Leher
Title: President & CEO

SELLER:

Ultra Pro L.P.,
a California limited partnership

By: 
Name: Bruce Greenbaum
Title: President

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ATTACHMENT A

See attached Assignment of Patent Interest

Attachment A

ASSIGNMENT OF PATENT INTEREST

WHEREAS, Ultra Pro L.P., a California limited partnership ("Assignor"), is the inventor of the U.S. Patents identified in Exhibit A hereto (the "Patents");

WHEREAS, Ultra Pro Corporation, a California corporation ("Assignee"), desires to acquire, and Assignor desires to assign, by formal, recordable assignment all of Assignor's right, title and interest in and to the Patents and the inventions claimed therein (the "Inventions"), as well as any future patents that might be granted for the Inventions in the United States and throughout the world;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of its right, title and interest in and to the Patents and the Inventions, and any patents that might be granted for the Inventions in the United States and throughout the world.

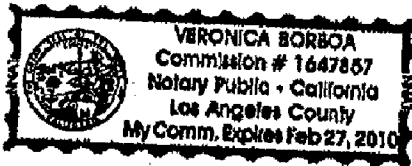
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 1st day of June, 2007.

ASSIGNOR:

Ultra Pro L.P., a California limited partnership

By: Ultra Pro, a California corporation,
its general partner

By: *Bruce Greenbaum*
Bruce Greenbaum, President



State of California)
County of Los Angeles)^{SS}

On September 25, 2007 before me, Veronica Borboa, a Notary Public, personally appeared Bruce Greenbaum, 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 within this 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.

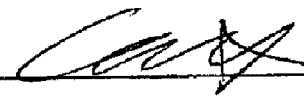
Signature: *Veronica Borboa*

[Signatures continue on following page.]

225

ASSIGNEE:

Ultra Pro Corporation, a California corporation

By: 

Its: President & CEO

EXHIBIT A

PATENTS

Patents

CASE	TITLE	ISSUE DATE	PATENT NO.
10044	Photo Wallet or Similar Article	6/25/1991	D317675
10066	Photo finisher Wallet	9/25/1990	4,958,855
10067	Reinforced Pocket Structure for Thermo-Adhesive Materials	12/18/1990	4,978,055
10090	Thermocontact Welding Method and Apparatus, and Welded Product	11/30/1993	5,266,150
10147	Apparatus for Holding Photo Albums and Method	11/1/1994	5,360,234
10175	Protective Holders for Disks	1/21/1997	5,595,797
10177	Thermocontact Welding Method and Welded Product	5/17/1994	5,312,507
10179	Album Page for Displaying Disks	12/27/1994	D 353837
10190	Protective Holders for Disks	1/21/1997	5,595,798
10198	Wallet for Containing a Compact Disc, and Fabrication Method	1/21/1997	5,595,293
10211	Case for the Holding and Dispensing of Cards	7/29/1997	D 381703
10212	Device for Containing a Compact Disc	8/19/1997	5,657,867
10308	Method for Fabricating Photo Albums	11/14/2000	6,145,882
10362	Sleeves and Album Pages for Flat Items	9/28/2004	6796426 B2
10397	Pouch for a Collectible Card Protector	7/15/2003	D477,135 S
10512	Box for Containing Collectible Cards	1/16/2007	D535102 S

Pending Patent Applications

CASE	TITLE	ISSUE DATE	PATENT NO.
10448	Display Holders for Flat Items	9/15/2003	10/662632
10502	Sleeves and Album Pages for Flat Items	7/22/2004	10/897505
10526	Box for Containing Collectible Cards	6/6/2005	29/234542
10590	Card Holder	3/27/2006	29/256965

ATTACHMENT B

See attached Trademark Assignment

Attachment B

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective as of the 1st day of June, 2007 by and between Ultra Pro L.P., a California limited partnership ("Assignor"), and Ultra Pro Corporation, a California corporation ("Assignee");

WHEREAS, Assignor desires to assign to Assignee, by recordable instrument, all of its right, title and interest in and to the U.S. trademarks and/or service marks identified in Exhibit A hereto and in the Foreign trademarks and/or service marks identified in Exhibit B hereto (collectively, the "Marks");

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, quitclaims, transfers and conveys to the Assignee all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

ASSIGNOR

Ultra Pro L.P., a California limited partnership

By: Ultra Pro, a California corporation,
its general partner

By: *Bruce Greenbaum*
Bruce Greenbaum, President



State of California)
County of Los Angeles) ss

On September 25, 2007, before me, Veronica Borboa, a Notary Public, personally appeared Bruce Greenbaum, 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 within this instrument and acknowledged to me that he/she/they executed the same in his/het/their authorized capacity(ies) and that by his/het/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.

Signature: *Veronica Borboa*

[Signatures continued on following page.]

ASSIGNEE

Ultra Pro Corporation, a California corporation

By: 

Its: President & CEO

3715017_2.DOC

EXHIBIT A
U.S. TRADEMARKS

U.S. Trademark Registrations

Case	Mark	Filing Date	Issue Date	Serial No.	Registration No.
10086	ULTRA PRO and Design	9/19/1990	5/19/1992	74/099,634	1,687,833
10096	ULTRA PRO PLATINUM	2/1/1991	6/23/1992	74/135,638	1,696,941
10116	REMBRANDT and Design	9/11/1991	3/23/1993	74/202,444	1,760,673
10126	STOR SAFE	10/17/1991	4/20/1993	74/213,846	1,766,700
10144	ULTRA PRO	6/8/1992	5/25/1993	74/282,914	1,772,960
10181	ULTRA PRO	10/27/1993	10/11/1994	74/451504	1,857,678
10200	MISCELLANEOUS DESIGN (metallic foil hologram)	5/9/1995	3/17/1998	74/671847	2,143,827
10220	DECK PROTECTOR	4/11/1996	6/23/1998	75/086783	2,168,671
10339	MULTI-VIEW	5/16/2000	1/1/2002	76/049345	2,526,097
10346	DECK BOX	7/11/2000	8/28/2001	76/095668	2,482,191
10356	BRIK FOR THIK	11/21/2000	8/6/2002	76/169212	2,605,702
10365	THE STANDARD IN SAFE STORAGE	2/2/2001	8/5/2003	76/205146	2,747,994
10465	DECK VAULT	7/17/2003	4/5/2005	76/533343	2,938,691
10489	E-LOCK	2/5/2004	2/1/2005	76/574613	2,922,483
10456	LET'S DUEL	4/21/2003	5/23/2006	76/508267	3,096,005
10458	SATIN	11/17/2003	6/30/2006	78/328860	3,098,884
10524	DIAMOND CORNER BOX	12/3/2004	6/20/2006	78/527915	3,108,071
10582	97% COMPLETE	9/14/2005	9/19/2006	78/713074	3,145,043
10607	7GYPSIES	9/12/2003	11/30/2004	78/299494	2,906,541

U.S. Trademark Applications

Case	Mark	Filing Date	Issue Date	Serial No.	Registration No.
10611	ONE-TOUCH	12/4/2006		77/056502	

Common Law Rights

"97% Certifiable"
"Collections from the journey"

EXHIBIT B**FOREIGN TRADEMARKS**

Foreign Trademark Registrations

Case	Mark	Country	Registration No.	
10086	AUS	ULTRA PRO	Australia	613,817
10086	BNL	ULTRA PRO	Benelux	581,954
10086	BRZ	ULTRA PRO	Brazil	820824321
10086	DEN	ULTRA PRO	Denmark	VR01.506 1997
10086	FN	ULTRA PRO	Finland	140,610
10086	FR	ULTRA PRO	France	95,589,333
10086	GER	ULTRA PRO	Germany	2,906,854
10086	GRC	ULTRA PRO	Greece	132,285
10086	HK	ULTRA PRO	Hong Kong	B7447/96(A-D)
10086	IND	ULTRA PRO	Indonesia	402,591
10086	ITY	ULTRA PRO	Italy	754,908
	JA 1			
10086	(typed)	ULTRA PRO	Japan	4,331,792
	JA 2			
10086	(logo)	ULTRA PRO	Japan	4,331,793
10086	NZ	ULTRA PRO	New Zealand	231,037
10086	PER	ULTRA PRO	Peru	048613
	PER			
10086	(design)	ULTRA PRO	Peru	048612
			People's Republic	
10086	PRC	ULTRA PRO	of China	1,240,404
10086	SAF	ULTRA PRO	South Africa	95/12604
10086	SNG	ULTRA PRO	Singapore	T95/08817G
10086	SPN	ULTRA PRO	Spain	2,074,678
10086	SWD	ULTRA PRO	Sweden	312,311
10086	TA1	ULTRA PRO	Taiwan	678,007
10086	TA2	ULTRA PRO	Taiwan	678,122
10086	UK	ULTRA PRO	United Kingdom	B1,569,146
10129	CAN	ULTRA SAFE	Canada	436,764
10144	CAN	ULTRA PRO	Canada	433,614

ATTACHMENT C

Internet domain names:

ultrapro.com

ultra-pro.com

ultrapro-storage.com

deckvault.com

scrapbookingsolutions.com

sevengypsies.com

Attachment C

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On September 25, 2007, before me, Veronica Borboa, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bruce Greenbaum
Name(s) of Signer(s)

personally known to me

I 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Veronica Borboa

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Intellectual Property Assignment

Document Date: June 1, 2007 Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____