

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
CLEO INC.		09/09/2011	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	IMPACT INNOVATIONS, INC.		
Street Address:	223 SOUTHEAST FIRST AVENUE		
City:	CLARA CITY		
State/Country:	MINNESOTA		
Postal Code:	56222		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2590702	CLEO	
Registration Number:	1530833	CLEO	
Registration Number:	0750891	MADRAS	
Registration Number:	2918319	NICHOLAS	
Registration Number:	2340634	REGAL FOIL	
Registration Number:	1568339	VALUE SMART	
CORRESPONDENCE DATA			
Fax Number:	(612)371-3907		
Phone:	612 371 3970		
Email:	tmg@lindquist.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	LINDQUIST & VENNUM PLLP		
Address Line 1:	80 South Eighth Street, 4200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		

CH \$165.00 2590702

ATTORNEY DOCKET NUMBER:	424153.0009
NAME OF SUBMITTER:	CONNIE HEIKKILA
Signature:	/connieheikkila/
Date:	10/07/2011
Total Attachments: 4 source=CLEO TO IMPACT INNOV_20111007135626#page1.tif source=CLEO TO IMPACT INNOV_20111007135626#page2.tif source=CLEO TO IMPACT INNOV_20111007135626#page3.tif source=CLEO TO IMPACT INNOV_20111007135626#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Cleo Inc, a Tennessee corporation ("Assignor"), is the owner of the Trademarks listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Trademarks");

AND WHEREAS, the Assignor has agreed to assign and does hereby assign to Impact Innovations, Inc., a Minnesota corporation ("Assignee"), all right, title, and interest, in and to, the Trademarks, including all goodwill associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Trademarks, with the right to sue and collect the same.

3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof. Assignee will pay Assignor's reasonable costs and expenses incurred thereby.

6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

ASSIGNOR:

Cleo Inc

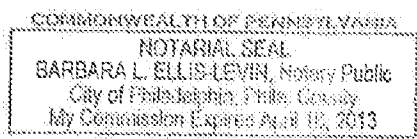
By: William A. Kelly

Its: Vice President

STATE OF Tennessee
COUNTY OF Madison

On this 9th day of September, 2011, personally appeared William A. Kelly to me known and known to be the Vice President of Cleo Inc, a Tennessee corporation, and acknowledged that he executed the foregoing Assignment.

Barbara L. Ellis-Levin
Notary Public



ASSIGNEE:

Impact Innovations, Inc.

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____)ss:

On this _____ day of _____, 2011, personally appeared _____, to me known and known to be the _____ of Impact Innovations, Inc., a Minnesota corporation, and acknowledged that he executed the foregoing Assignment.

Notary Public

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

Cleo Inc

By:

Its:

STATE OF)
)ss:
COUNTY OF)

On this _____ day of _____, 2011, personally appeared _____, to me known and known to be the _____ of Cleo Inc, a Tennessee corporation, and acknowledged that he executed the foregoing Assignment.

Notary Public

ASSIGNEE:

Impact Innovations, Inc.

By:

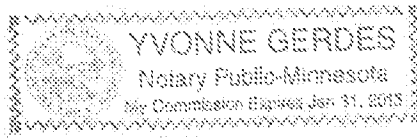
Its:

John Domanian
President

STATE OF *MA*)
)ss:
COUNTY OF *Chippewa*

On this *22nd* day of *September*, 2011, personally appeared *John Domanian* to me known and known to be the *President* of Impact Innovations, Inc., a Minnesota corporation, and acknowledged that he executed the foregoing Assignment.

Yvonne Gerdes
Notary Public



Signature Page to Assignments of Patents

EXHIBIT A

Mark	Class / Goods	Registration #	Reg. Date	Renewal
<u>UNITED STATES</u>				
Cleo	Class 16 (gift wrap, etc.)	2590702	9-Jul-02	9-Jul-12
Cleo & Pyramid Design	Class 16 (gift wrap, etc.)	1530833	21-Mar-89	21-Mar-19
Madras	Class 16 (wrapping tissue)	750891	11-Jun-63	11-Jun-13
Nicholas	Class 16 (gift wrap, etc.)	2918319	18-Jan-05	18-Jan-15
Regal Foil	Class 16 (gift wrap)	2340634	11-Apr-00	11-Apr-20
Value Smart	Class 16 (gift wrap, etc.) Class 26 (ribbon and bows)	1568339	28-Nov-89	28-Nov-19
<u>CANADA</u>				
Cleo	gift wrap & ribbon	TMA406915	15-Jan-93	15-Jan-23
Cleo & Bow design (obsolete)	gift wrap & ribbon	TMA180177	24-Dec-71	24-Dec-16
Cleo & Pyramid Design	gift wrap & ribbon	TMA411671	30-Apr-93	30-Apr-23
Bunker Brown	paper products (including wrap)	TMA278887	15-Apr-83	15-Apr-13
Christmas Eve	paper products (including wrap)	TMA530328	21-Jul-00	21-Jul-15
Creations Plus (& design)	paper products (including wrap)	TMA277008	25-Feb-83	25-Feb-13
Elegance Studio	paper products (including wrap)	TMA283033	2-Sep-83	2-Sep-13
Gem Wrap (& design)	gift wrap & ribbon	TMA471628	25-Feb-97	25-Feb-12
Kidstuff	paper products (including wrap)	TMA326701	24-Apr-87	24-Apr-17
Mistletoe	gift wrap & ribbon	TMA178282	10-Sep-71	10-Sep-16
Naturals	gift wrap & ribbon	TMA475850	6-May-97	6-May-12
Prestige	gift wrap	TMA174367	12-Feb-71	12-Feb-16
Regency	gift wrap & ribbon	TMA166509	28-Nov-69	28-Nov-14
Symphonies	gift wrap & ribbon	TMA473032	19-Mar-97	19-Mar-12
Ty-Sil (design) (obsolete)	paper products (including wrap)	TMA280467	17-Jun-83	17-Jun-13
Ty-Sil Plus (design) (obsolete)	gift wrap & ribbon	TMA362906	10-Nov-89	10-Nov-19
<u>EU (Community Marks)</u>				
Cleo	Class 16, 22	240895	1-Sep-00	29-Apr-16
Pyramid logo	Class 16, 22	240853	2-Jul-98	29-Apr-16
<u>CHINA</u>				
Cleo	Class 16	6596628	14-Jun-10	13-Jun-20
Cleo	Class 26	6599927	7-Jul-10	6-Jul-20
<u>AUSTRALIA</u>				
Cleo	Class 16	840784	29-Jun-00	29-Jun-20
Pyramid Design	Class 16	729845	14-Mar-97	14-Mar-17
<u>HONG KONG</u>				
Cleo	Class 16	199501789	13-Mar-95	28-Oct-12
Cleo & Pyramid Design	Class 16	199501790	13-Mar-95	28-Oct-12

TRADEMARK