

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magna-Tel, Inc.		12/30/2016	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	FEY INDUSTRIES, INC.		
Street Address:	200 FOURTH AVENUE N		
City:	EDGERTON		
State/Country:	MINNESOTA		
Postal Code:	56128		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2057023	MAGNA-TEL	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-332-5300		
Email:	mmorris@merchantgould.com		
Correspondent Name:	Gregory C. Golla		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	14447.0122US01		
NAME OF SUBMITTER:	Gregory Golla		
SIGNATURE:	/gcg/		
DATE SIGNED:	01/24/2017		
Total Attachments: 4			
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OP \$40.00 2057023

TRADEMARK ASSIGNMENT

This Trademark and Service Mark Assignment ("Assignment") is entered into as of December 30, 2016 ("the Effective Date") between Magna-Tel, Inc., a Missouri Corporation ("Assignor") and Fey Industries, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignor owns common law and registered trademark and service mark rights in the marks identified on Exhibit A, which is attached to this Assignment (collectively the "Marks"); and

WHEREAS, Assignor is the last record owner of certain cancelled U.S. trademark registrations for marks identified on Exhibit B, which is attached to this Assignment (collectively the "Cancelled Registrations");

WHEREAS, prior to the effective date of this Assignment, Assignor was the owner of the entire right, title and interest in the Marks, free and clear of any liens and encumbrances, and the Assignor was the owner of the federal trademark registrations for the Marks;

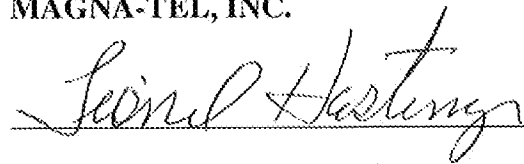
WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title, interest, and associated goodwill in and to the Marks, and any right, title, interest, and goodwill in and to the marks of the Cancelled Registrations;

WHEREAS, Assignee is desirous of acquiring from Assignor such right, title, interest and associated goodwill in and to said Marks and the Cancelled Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns worldwide to Assignee any and all right, title, and interest in and to the Marks together with any and all goodwill of the business embodied in the Marks. Assignor hereby assigns to Assignee any and all right, title, and interest in and to the Cancelled Registrations. Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Marks and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Marks. Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as necessary to confirm or perfect the assignment of all rights, title, and interest in and to the Marks.

IN WITNESS WHEREOF, Assignor executed this Assignment as of the day and year first above written.

MAGNA-TEL, INC.




By: LIONEL HASTINGS

Its: PRESIDENT - CEO

Exhibit A

U.S. Registered Trademarks

Mark/Name	Full Goods/Services	App. No./Reg. No.
MAGNA-TEL and Design 	(Int'l Class: 42) custom designing and printing of magnetic signs, magnetic photograph frames, magnetic note holders, magnetic business cards, magnetic calendars, magnetic bumper strips, and magnetic post cards	RN: 2057023 SN: 75058917

Common Law Trademarks

Mark
TECHNO-SKINZ
MAGNA-TEL COLLECTION
MAGNA-TEL MODULES
NOTEKEEPER
MAG-RITES
MEGA-MAG
EXPRESSIONS!
EXPRESSIONS
WORDS PLUS
ECONO CARDS
DRESS UP
POCKET PALS
ADD-ON
MEMO-MAGS
PICK 2
AUTO RIBBONS
INPODNITO
MAGNA-BADGES
EZ PERF
SEAL-IT

Mark
AD-A-CAL
EZ STIK
OFFICE IN A BOX
WORDS PLUS
STRESS-TEST MAG-RITES
PHOTO-MAG
PHOTO-MAG PLUS
DRESS-UP
SCHOOL DAZE WORDS PLUS
TOTALLY CUSTOM
OFFICE IN A BOX

Exhibit B

Cancelled U.S. Trademark Registrations

Mark/Name	Full Goods/Services	App. No./Reg. No.
<u>MAGNA FRAME+</u>	(Int'l Class: 09) decorative magnets featuring inspirational sayings, and decorative magnets for holding notes (Int'l Class: 20) magnetic picture frames	RN: 1992769 SN: 74651467
<u>MAGNA-TEL and Design</u> Magna-[®]tel	(Int'l Class: 42) custom designing and printing of magnetic post cards, magnetic signs, magnetic photograph frames, magnetic note holders, magnetic business cards, magnetic calendars, and magnetic schedules, magnetic address books, and magnetic clips	RN: 1600030 SN: 73811129
<u>PATIENT PLEASERS</u>	(Int'l Class: 09) decorative magnets featuring medical and dental advertisements	RN: 2942135 SN: 78404064
<u>PATIENT PLEASERS</u>	(Int'l Class: 09) decorative magnets featuring medical and dental advertisements	RN: 1776351 SN: 74320320