

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
Boyd Arthur Carlson		11/07/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Musgrave Pencil Company, Inc.		
Street Address:	701 West Lane Street		
Internal Address:	P.O. Box 290		
City:	Shelbyville		
State/Country:	TENNESSEE		
Postal Code:	37162-0290		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75623986	FINGER FIDGETS	
CORRESPONDENCE DATA			
Fax Number:	(931)684-4628		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	931-684-4611		
Email:	bohwa@bellsouth.net		
Correspondent Name:	Fred B. Hunt, Jr.		
Address Line 1:	111 N Spring Street		
Address Line 2:	P.O. Box 169		
Address Line 4:	Shelbyville, TENNESSEE 37162-0169		
ATTORNEY DOCKET NUMBER:	6514		
NAME OF SUBMITTER:	Henry Hulan		
Signature:	/Henry Hulan/		

OP \$40.00 75623986

Date:

11/11/2008

Total Attachments: 3

source=Agreement for Purchase and Sale of Certain Assets - Executed#page1.tif

source=Agreement for Purchase and Sale of Certain Assets - Executed#page2.tif

source=Agreement for Purchase and Sale of Certain Assets - Executed#page3.tif



AGREEMENT FOR PURCHASE AND SALE OF CERTAIN ASSETS

This Agreement made as of the 7th day of November, 2008, by and between Fiddle Works, LLC, a Minnesota Limited Liability Company with headquarters in Hutchinson, Minnesota, and Brian Philip Carlson, an individual located at 1977 Lincoln Avenue, St. Paul, MN 55101, hereinafter referred to as "Sellers", and Musgrave Pencil Company, a Tennessee Corporation located in Shelbyville, Tennessee, hereinafter referred to as "Purchaser".

WHEREAS, Seller is desirous of selling certain assets as hereinafter described and Purchaser is desirous of purchasing same; and

WHEREAS, this agreement is intended to memorialize said sale.

FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Seller hereby sells and Purchaser hereby purchases the following assets.
 - a. Ten cavity steel injection mold, with all related inserts (Asset #101), for \$1.00;
 - b. All customer accounts;
 - c. The completed Fidget inventory for \$5,100.00;
 - d. Three (3) custom arbor presses for \$825.00;
 - e. Assembly boards, plastic tubs, halogen lights, bags, etc. for \$375.00;

BC *BAC*
11-7-08 *11/9/08*

- f. The remaining inventory of bulk parts, plus shipping and handling for \$7,000.00 or actual; and
 - g. Trademark Registration No. 2582009 Finger Fidgets – owner of record, Boyd Arthur Carlson, who joins in this Agreement for the purpose of conveying said trademark to Purchaser. Musgrave Pencil Co. assumes responsibility for maintenance of said trademark. Boyd Carlson is not associated with the sale or manufacture of Fidget products.
2. Seller represents and warrants to Purchaser that it has full title to the above described assets and has full right to sell same and that said assets are free of any and all liens, encumbrances and indebtedness and further agrees to hold Purchaser harmless from any and all claims relating to the ownership of same.
 3. Purchaser hereby agrees to maintain One Million Dollars (\$1,000,000.00) in products liability insurance coverage for Seller for a period beginning one (1) year prior to the date of this agreement and ending two (2) years subsequent to the date of this agreement. (A copy will be provided to Seller annually) Purchaser to hold Seller harmless for product liability after the period covered by said insurance.
 4. Seller hereby transfers, assigns and conveys all of its right, title and interest in and to the trademark Finger Fidgets®; Registration Number 2582009 in the United States Patent and Trademark Office to the Purchaser. (First use 1999) (Registration date 07/09/2002)
 5. The parties agree to execute all necessary documents to effectuate the above described purchase.

[Handwritten Signature] *BAC*
 11-7-08 11/9/08

6. Seller hereby agrees to use its best efforts in supporting Musgrave Pencil Company's relationship with Mikros Engineering.

7. Seller hereby agrees not to compete with the Purchaser in the business of production and sale of Finger Fidget pencils for a period of two (2) years from the date of this agreement.

FIDDLE WORKS, LLC

BY: [Signature] 11-7-08
Its Owner

BOYD ARTHUR CARLSON

Boyd Arthur Carlson
11/7/08

MUSGRAVE PENCIL COMPANY, INC.

BY: [Signature]
HENRY HULAN, President

F:\Judy Q\B\Musgrave Pencil Company\Fiddle Works, LLC\Agreement for Purchase and Sale of Certain Assets.doc