

11-09-1998

OMB No. 0651-0011 (exp. 4/94)



100873915

To the Honorable Commission

attached original documents or copy thereof.

MRD 11-2-98

1. Name of conveying party(ies):

Smith Corona Corporation

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Kroy, Inc.

Internal Address: \_\_\_\_\_

Street Address: 3830 Kelly Avenue

City: Cleveland State: Ohio ZIP: 44114

Additional name(s) & address(es) attached  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: July 31, 1996

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s) 5,435,657

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David N. Fronck

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP: 55402

6. Total Number of applications and patents involved:

7. Total fee (37 CFR 3.41). . . . . \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

David N. Fronck  
Name of person Signing

David N. Fronck  
Signature

10/28/98  
Date

Reg. No. 25,678

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT

REEL: 9556 FRAME: 0520

06/1998 JMTK:INS-0000015-5435657 40.00 DP FC:581

PATENT ASSIGNMENT AGREEMENT

Dated this 31<sup>ST</sup> day of July, 1996, between SMITH CORONA CORPORATION, a Delaware corporation ("Assignor"), and KROY, INC., a Minnesota corporation ("Assignee")

RECITALS:

A. Assignor has all right, title and interest in United States Patent No. 5,435,657, dated July 25, 1995, for Label Printer and Tape and Ink Ribbon Cartridge for Use Therein (the "Patent"). Pearce et al. are the inventors listed in such Patent.

B. Assignee desires to manufacture, use, sell and otherwise dispose of labelers containing features covered by the Patent.

C. Assignor has agreed to assign the Patent to Assignee as part of a transaction by which Assignee is purchasing assets from Assignor. The assignment of the patent has been approved by an order of the United States Bankruptcy Court for the District of Delaware, on July 16, 1996.

AGREEMENTS:

1. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest in the Patent including, but not limited to, all rights, in the United States of America, its territories and possessions, to cause to have manufactured, marketed and sold labelers containing features covered by the Patent and to otherwise dispose of the Patent and any patented improvements thereto; provided, however, that the assignment of the Patent is subject to the terms and conditions of the Agreement dated as of January 1, 1993, between International Business Machines Corporation, a New York corporation, and Assignor. Nothing in this Agreement is intended to preclude the export or sale for export of the labelers containing features covered by the Patent assigned herein.

2. Term. The term of this Agreement shall be for the full life of the Patent, including extensions thereof.

3. Purchase and Sale Agreement. This Assignment is executed and delivered pursuant to an Asset Purchase and Sale Agreement dated as of June 10, 1996, as amended, and is subject to and includes all terms and conditions contained therein.

4. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the state of Arizona.

5. Entire Agreement. Except as specified in Section 3 of this Patent Assignment Agreement, this Agreement contains the entire and only agreement between the parties and supersedes all preexisting agreements between them respecting its subject matter. Any representation, promise, or condition in connection with such subject matter which is not incorporated in this Agreement shall not be binding upon either party. No modification, renewal, extension, waiver, and no termination of this Agreement or any of its provisions shall be binding upon the

party against whom enforcement of such modification, renewal, extension, waiver or termination is sought, unless made in writing and signed on behalf of such party by one of its executive officers.

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

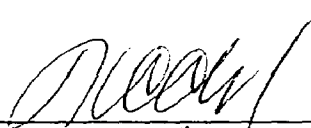
ASSIGNOR

SMITH CORONA CORPORATION

By   
RONALD F. STENGEL Title PRESIDENT AND CEO

ASSIGNEE

KROY, INC.

By   
Kenneth C. Cleveland Title President & CEO