

MEP 11-2-98

FORM PTO 1595

(Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

100873916

To the Honorable Commission

the attached original documents or copy thereof.

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) Des. 356,333

Additional numbers attached? ☐ Yes ☒ No

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

Name: David N. Fronek

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: \_\_\_\_\_

1

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)

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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. Fronek

Name of person Signing

David N. Fronek  
Signature

Reg. No. 25,678

10/28/98  
Date

Total number of pages including cover sheet, attachments, and documents: \_\_\_\_\_

3

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

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

11/06/1998  
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PATENT

REEL: 9556 FRAME: 0523

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. Des. 356,333, dated March 14, 1995, for Combined Ribbon and Tape Cartridge (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. 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.

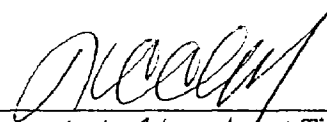
ASSIGNOR

SMITH CORONA CORPORATION

By   
RONALD F. STENGEL Title PRESIDENT AND CEO

ASSIGNEE

KROY, INC.

By   
Kenneth C. Cleveland Title PRESIDENT & CEO