

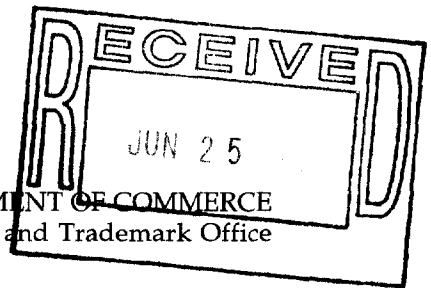
FORM PTO-1595
1/31/92

06-30-1999



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U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks.
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Basic Needs, Inc.

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

3. Nature of conveyance:
☒ Assignment ☐ Merger
☐ Other _____

Execution Date: June 14, 1999

2. Name and address of receiving party(ies):
Name: Safco Products Co.
Internal Address: 5600 North Highway 169
Minneapolis, MN 55428
Street Address: 5600 North Highway 169
Minneapolis, MN 55428

Additional name(s) & address(es) attached?
☐ Yes ☒ No

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

If this document is being filed together with a new non-provisional application, the execution date
of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)
Des. 336,197

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kimberly K. Baxter
Internal Address: 4800 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2100
Street Address: 4800 IDS Center
80 South 8th Street
City: Minneapolis State: MN ZIP: 55402-2100

6. Total number of applications and patents
involved: 1

7. Total fee (37 CFR 3.41): \$40.00 **E**
☒ Enclosed
☐ Authorized to be charged to deposit account

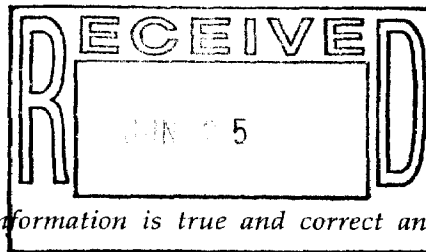
8. Deposit Account Number: 16-0631
(Attached duplicate copy of this page if
paying by deposit account)

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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.

Kimberly K. Baxter
Name of Person Signing

Kimberly K. Baxter 6/23/99
Signature Date

Total number of pages comprising cover sheet: 2

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

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT dated as of June 17, 1999, from Basic Needs, Inc., a California corporation with its principal place of business located at 118 State Place, Escondido, CA 92029 ("Assignor"), in favor of Safco Products Co., a Minnesota corporation with an address at 5600 North Highway 169, Minneapolis, Minnesota 55428 ("Assignee"),

WHEREAS, Assignor owns a certain new and unique invention for **ACCESSORIES STORAGE RACK FOR ATTACHMENT TO A COMPUTER MONITOR** for which an application for Letters Patent of the United States has been made, said application having been filed on April 19, 1991, Serial No. 687,534, now U.S. Patent No. Des. 336,197, issued June 8, 1993, to Assignor; and

WHEREAS, pursuant to an Asset Purchase Agreement dated as of June 17, 1999, among Assignor, Assignee, Katherine Wilcox and Michael Nicosia (the "Purchase Agreement"), Assignee has acquired the entire right, title and interest of Assignor in and to the invention and the application and in, to and under any and all Letters Patent obtained or to be obtained therefor.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged,

1. Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the invention, the application, all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue therefrom including all reissues or extensions of such patents, all of Assignor's rights under the International Convention, and the right to recover damages and profits for past infringements thereof.

2. Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

3. Assignor does hereby covenant and agree with Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these presents, and that Assignor or its executors or administrators will at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on

said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

4. Assignor further covenants and agrees with Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.

5. Assignor hereby grants the firm of Patterson & Keough, P.A. the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, Assignor has, by its duly authorized representative, executed this assignment before witnesses as of the day and year set forth above.

BASIC NEEDS, INC.

By: Katherine Wilcox
Katherine Wilcox, President

State of California
County of San Diego

On June 14, 1999, before me, a Notary Public, appeared KC Wilcox personally known to me to be the President of Basic Needs, Inc. and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity, and that by ~~his~~/her signature on the instrument, Basic Needs, Inc., upon behalf of which ~~he~~/she acted, executed this instrument.

SUBSCRIBED AND SWORN TO BEFORE ME

WITNESS my hand and official seal

Signature of Notary: Kelina R. DeLuca

