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Attorney Docket No. 2578.02US1

2. Name and address of receiving party(ies):

FORM PTO-1595 U.S. DEPARTMENT OF COMMERCE 1/31/92 Patent and Trademark Office

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):

		Jennifer L. J. Meyer Eric J. Meyer		Pop Up Nails, Inc. 448 LaBore Road Little Canada, Minnesota 55117
		Additional name(s) of conveying party(ies) attached? Yes _X_ No		Additional name(s) & address(es) attached?Yes _X_No
	3.	Nature of conveyance:		
		X Assignment Merger Other:		
		Execution Date(s): February 23, 2001		E Will
	4.	Application number(s) or patent number(s):		MAR
		If this document is being filed together with a new non-p	orovisional a	application, the execution date of the application is:
		A. Patent Application No(s). 09/537,645	В.	Patent No(s).
		Additional numbers	attached? _	_ Yes X_ No
	5.	Name and address of party to whom correspondence concerning document should be mailed:	6.	Total number of applications and patents involved: 1
		Customer No. 24113 Kimberly K. Baxter Patterson, Thuente, Skaar & Christensen, P.A. 4800 IDS Center 80 South 8th Street Minneapolis, Minnesota 55402-2100		7. Total fee (37 CFR 3.41): \$40.00 X Enclosed Authorized to be charged to deposit account
			8.	Deposit Account Number: 16-0631 (Attach duplicate copy of this page if paying by deposit account)
		DO NOT U	SE THIS S	PACE
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	9.	Statement and signature. To the best of my knowledge and belief, the foregoing in of the original document.	formation is	s true and correct and any attached copy is a true copy
		Name of Person Signing	Signatur	while K. Sate
		March 2, 2001 Date	Total nu	mber of pages comprising cover sheet: 1

PATENT REEL: 011596 FRAME: 0127

Attorney Docket No. 2578.02US01

ASSIGNMENT

WHEREAS, we, Jennifer L. J. Meyer and Eric J. Meyer, have invented certain new and useful improvements in PORTABLE NAIL POLISH TABLE, for which an application for Letters Patent of the United States has been made, said application having been executed on March 28, 2000, and which may be identified in the United States Patent Office by Application No. 09/537,645, filed March 29, 2000.

WHEREAS, Pop Up Nails, Inc. ("Assignee"), a corporation organized and existing under the laws of the State of Minnesota, and having its principal offices at 448 LaBore Road, Little Canada, Minnesota 55117, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by said Assignee, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, our entire right, title and interest in and to said invention, said 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 including all of our rights under the International Convention, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

We hereby authorize the above mentioned Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the date of execution and/or filing date and application number of said application when ascertained.

We further authorize said 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.

Upon said consideration we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute in writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the 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.

PATENT REEL: 011596 FRAME: 0128

Application No. 09/537,645

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal as dated below.

Subscribed and swom to before me this 33 day of February 2001

[Notary Seal]

Subscribed and swom to before me this 33 day of February 2001

RECORDED: 03/02/2001

Notary Public

[Notary Seal]

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PATENT REEL: 011596 FRAME: 0129