

09-20-2002



102228547

FR SHEET
Y

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commission

Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Midwest Research Institute, Inc.
9-16-02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Sceptor Industries, Inc.
Internal Address: _____
Street Address: 4950 Cherry
City: Kansas City State: MO Zip: 64110
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: February 28, 2002

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) 5,861,316
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Blackwell Sanders Peper Martin
Internal Address: Suite 1200
Street Address: 9401 Indian Creek Parkway
City: Overland Park State: KS Zip: 66210

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41) \$ 40
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
11-0160

RECORDS
SEP 16 AM 7:54
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.
09/19/2002 LWELLER 00000156 110160 5861316
01 FC:581 40.00 CH
Kyle L. Elliott
Name of Person Signing

Kyle L. Elliott
Signature

September 9, 2002
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 Assignments
Washington, D.C. 20231

PATENT ASSIGNMENT

WHEREAS, Midwest Research Institute, Inc., a Missouri corporation ("Assignor"), is the owner of the entire right, title and interest in and to United States Patent No. 5861316 issued January 19, 1999 (the "Patent"); and

WHEREAS, Assignor is the owner of the entire right, title and interest in and to United States Patent Nos. 5,988,603 issued November 23, 1999; 5,679,580 issued October 21, 1997; 5,011,517 issued April 30, 1991; and 4,117,714 issued October 3, 1978 (the "Related Patents"); and

WHEREAS, Assignor and Assignee are parties to that certain Assignment and Assumption Agreement, dated as of the even date herewith, pursuant to which Assignor has agreed to assign to Assignee and Assignee has agreed to purchase from Assignor the Patent and Related Patents, among other assets; and

WHEREAS, Sceptor Industries, Inc., a Delaware corporation ("Assignee") desires to acquire the entire right, title and interest in and to the Patent and Related Patents.

NOW, THEREFORE, Assignor, for good and valuable consideration received from Assignee, the receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to (a) the Patent and Related Patents, together with the goodwill of the business associated therewith, (b) the inventions as set forth in the Patent and Related Patents and all intangible property rights relating to the Patent and Related Patents, including but not limited to, all documentation describing the function and use of the "SpinCon" technology, discoveries, trade secrets, processes and know-how (the "Patent Rights"), (c) any and all refilings, divisions, and continuations of the Patent and Related Patents, (d) any and all Letters Patent of the United States of America which may issue from the Patent and Related Patents and any and all such refilings, divisions, and continuations, (e) any and all reissues of the Patent and Related Patents, (f) any and all applications for Letters Patent upon said inventions which have been or may hereafter be filed in any and all countries foreign to the United States of America, (g) any and all refilings, divisions, and continuations of said foreign-filed applications, (h) any and all Letters Patent or Inventor's Certificates of countries foreign to the United States of America which may issue from said foreign-filed applications, refilings, divisions, and continuations, and (i) any and all extensions of, and additions to, said Letters Patent or Inventor's Certificates of countries foreign to the United States of America.

All of the above shall be held by Assignee for its own use and behalf, and for its successors and assigns, to the full end of the term for which the Patent and Related Patents are granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made, together with all causes of action, claims and demands, or other rights, past, present or future for or arising from any infringement, including past infringement of the Patent

