

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Edward N. Faught	07/21/1997
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WirthCo Engineering, Inc.
<b>Street Address:</b>	6519 Cecilia Circle
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55439
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5685352
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(952)278-3599
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(952) 278-3500
<b>Email:</b>	CLemaire@LPatent.com
<b>Correspondent Name:</b>	Lemaire Patent Law Firm, P.L.L.C.
<b>Address Line 1:</b>	P.O. Box 11358
<b>Address Line 4:</b>	St. Paul, MINNESOTA 55111
<b>NAME OF SUBMITTER:</b>	Charles A. Lemaire
<b>Total Attachments: 25</b> source=5044 WirthCo-purchased patent ASSIGNMENT#page1.tif source=5044 WirthCo-purchased patent ASSIGNMENT#page2.tif source=5044 WirthCo-purchased patent ASSIGNMENT#page3.tif source=5044 WirthCo-purchased patent ASSIGNMENT#page4.tif source=5044 WirthCo-purchased patent ASSIGNMENT#page5.tif source=5044 WirthCo-purchased patent ASSIGNMENT#page6.tif source=5044 WirthCo-purchased patent ASSIGNMENT#page7.tif	

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*SW 11/2/03*

**DRAFT**

**AGREEMENT**

THIS AGREEMENT dated and effective the 21<sup>ST</sup> day of July, 1997, by and between J & E PLASTICS, INC., P.O. BOX 332, Pinconning, MI 48650-0332, jointly and severally, (hereinafter referred to as "Assignor") and NICHES, LLC., a Minnesota Limited Liability company, 6519 Cecilia Circle, Minneapolis, Minnesota 55439 ("Assignee").

**WITNESSETH THAT**

**WHEREAS**, Assignor has invented "Topper Safety Funnel", under patent pending, (hereinafter referred to as "Topper").

**WHEREAS**, Assignor owns certain patent, design, and trademark rights related thereto; and

**WHEREAS**, Assignor and Assignee have reached an agreement relative to the sale of the Topper and patent rights appertaining thereto and wish to embody said agreement in more formal terms; and

**WHEREAS**, Assignor represents that they are the sole and exclusive owner of the Topper and the rights to produce products produced therefrom none of which, to the best of the knowledge of the Assignor, infringes on any other patent, rights, inventions, trademarks or other interests; and

**WHEREAS**, Assignor further represents that the aforesaid rights, property, invention, and interests assigned by this instrument are free of any and all liens, claims, security interests, or other encumbrances of any nature or kind; and

**WHEREAS**, the Assignor has the sole rights and power to make this assignment, and no prior transfer, sale, or assignment has

SM 11-2-03  
been made by the Assignor of all or any part of the aforesaid rights, property, tooling, or other interests; and

WHEREAS, Assignor desires to sell, and Assignee desires to purchase all of the aforesaid rights, invention rights, marketing rights, related technical documentation, trademark and residual inventory all as described herein; and

NOW, THEREFORE, the parties hereto agree as follows:

#### ARTICLE 1

##### Definitions

- 1.1 "TOPPER" shall mean the devices depicted in EXHIBIT A hereto and all improvements and modifications made by or for Assignor prior to and subsequent to the effective date of this AGREEMENT.
- 1.2 "TOPPER DESIGN AND INVENTION RIGHTS" shall mean all intellectual property rights, patented, patentable and unpatentable, which are owned by Assignor and which relate to the Topper including, without limitation, (i) existing patent(s), (ii) invention disclosures together with the right to file patent applications, (iii) all related drawings, technical documents, e.g., material specifications, relating to the design, development, manufacture, testing, and marketing, (iv) trade names and trademarks, and (v) future improvements and modifications related to the Topper.
- 1.3 "TOOLING INVENTORY AND OTHER TANGIBLES" shall mean the following owned by Assignor:

*JW 11-2-03*

- (i) Tooling and Inventory used to manufacture and package the Topper located at any and all locations.
- (ii) All other tangible items directly related to the design, development, manufacture, and/or testing of a Topper.

ARTICLE 2

Sale of Topper Design and Invention Rights, Tooling and Other Tangibles, and Topper Inventory

- 2.1 Assignor hereby sells and conveys to Assignee, (subject to Assignee's fulfillment of the terms and conditions contained in Article 3 hereof), Assignor's entire right, title, and interest in and to:
  - 2.1.1 The Topper design, invention and patent rights,
  - 2.1.2 All tooling and other tangibles,
  - 2.1.3 Trademarks and
  - 2.1.4 Inventory (See Exhibit B)
  - 2.1.5 All packaging tooling related to the Topper
- 2.2 Assignor agrees to sign the patent assignment document attached hereto as EXHIBIT C concurrently with the signing of this AGREEMENT and hold Exhibit C pending payment to Assignor in accordance with Exhibit D.
- 2.3 Assignor further agrees to cooperate fully with Assignee and Assignee's attorney at no expense to Assignor to (i) facilitate the filing of an assignment of patent in the U.S. Patent Office on the Topper, and to sign the necessary papers and do all similar acts which may be required to assign, obtain, and maintain and enforce patents on the Topper in the

*Final 11-2-01*

United States or other countries as may be selected solely by the Assignee.

2.4 Assignor agrees to do the following upon the execution of this AGREEMENT by all parties hereto and receipt of the payment of ARTICLE 3.1:

2.4.1 To ship to a location(s) selected by Assignee, and at Assignee's expense, the items covered by ARTICLE 1.3 (i) and (ii) hereof.

#### ARTICLE 3

##### Payment to Assignor

3.1 Upon the execution of this AGREEMENT by both parties hereto, Assignee shall pay all monies in accordance with the terms and conditions as outlined in Exhibit D.

#### ARTICLE 4

##### Representation and Warranty

4.1 The applicable parties, as an entity, hereby make the following representations and warranties to each other, which are true and accurate as of the signing date:

4.1.1 The parties have the authority and power to enter into this AGREEMENT and to incur and perform its obligations hereunder. The execution of this AGREEMENT by the parties has been duly authorized by all necessary actions, and this AGREEMENT constitutes a valid, legal and binding obligation on each party.

*JW 11-2003*

- 4.1.2 Assignor is the sole and exclusive owner of the Topper design, invention and patent rights, the tooling and other tangibles, and there exist no other claims, liens, or interests in the same.
- 4.1.3 Assignor warrants to the extent of its knowledge that the making, using, or selling of the Topper depicted in EXHIBIT A does not infringe upon the rights or interests of any other party.
- 4.1.4 Assignor warrants that there has been no prior sale, transfer, or assignment of the items of ARTICLE 2.1.
- 4.1.5 The parties agree and warrant that they will not directly or indirectly divulge the contents of this AGREEMENT or the contents of the Topper design and invention rights to third parties.
- 4.1.6 Assignee agrees and warrants that payments shall be made in accordance with Exhibit D.

#### ARTICLE 5

##### Prior Agreements

- 5.1 The parties agree that all prior agreements, written and otherwise, between the parties and relating to the subject matter hereof are superseded by this AGREEMENT.

#### ARTICLE 6

##### Governing Law and Arbitration

- 6.1 This AGREEMENT shall be governed by and interpreted by the laws of the State of Minnesota.

JW 11-2-03

6.2 The parties agree to use their best efforts to settle amicably any dispute or disagreement arising out of the performance of the provisions of this AGREEMENT.

ARTICLE 7

Assignment

7.1 No assignment of the Parties rights and/or obligations shall occur without prior written approval by the other party, and said written approval shall not be unreasonably withheld. This Agreement, if assigned, shall be binding upon all successors and assigns.

ARTICLE 8

Rescissibility

8.1 In the event any sentence, paragraph or provision is held invalid, it shall not cause this Agreement to be held invalid.

ARTICLE 9

Notice

9.1 Any notice provided in this Agreement shall be served personally or by certified mail return receipt requested to the last known address provided in this Agreement. It is the obligation of the parties to notify the other party of changes in address.



*sw 11-2-03*

IN WITNESS WHEREOF, the parties have executed this AGREEMENT  
on the day and year first mentioned above.

FOR ASSIGNOR:

J & S PLASTICS, INC.

BY: *Edward N. Faught*  
its President  
*Edward N. Faught*

*Jean M. Saxon*  
Witness  
*Jean M. Saxon*

ADDRESS:

J & S Plastics, Inc.  
P.O. Box 332  
Pinconning, MI 48665-0332

FOR ASSIGNED:

Niches, LLC.

BY: *Steven K. Wirth* *sw 11-2-03*  
its Chief Manager

Witness

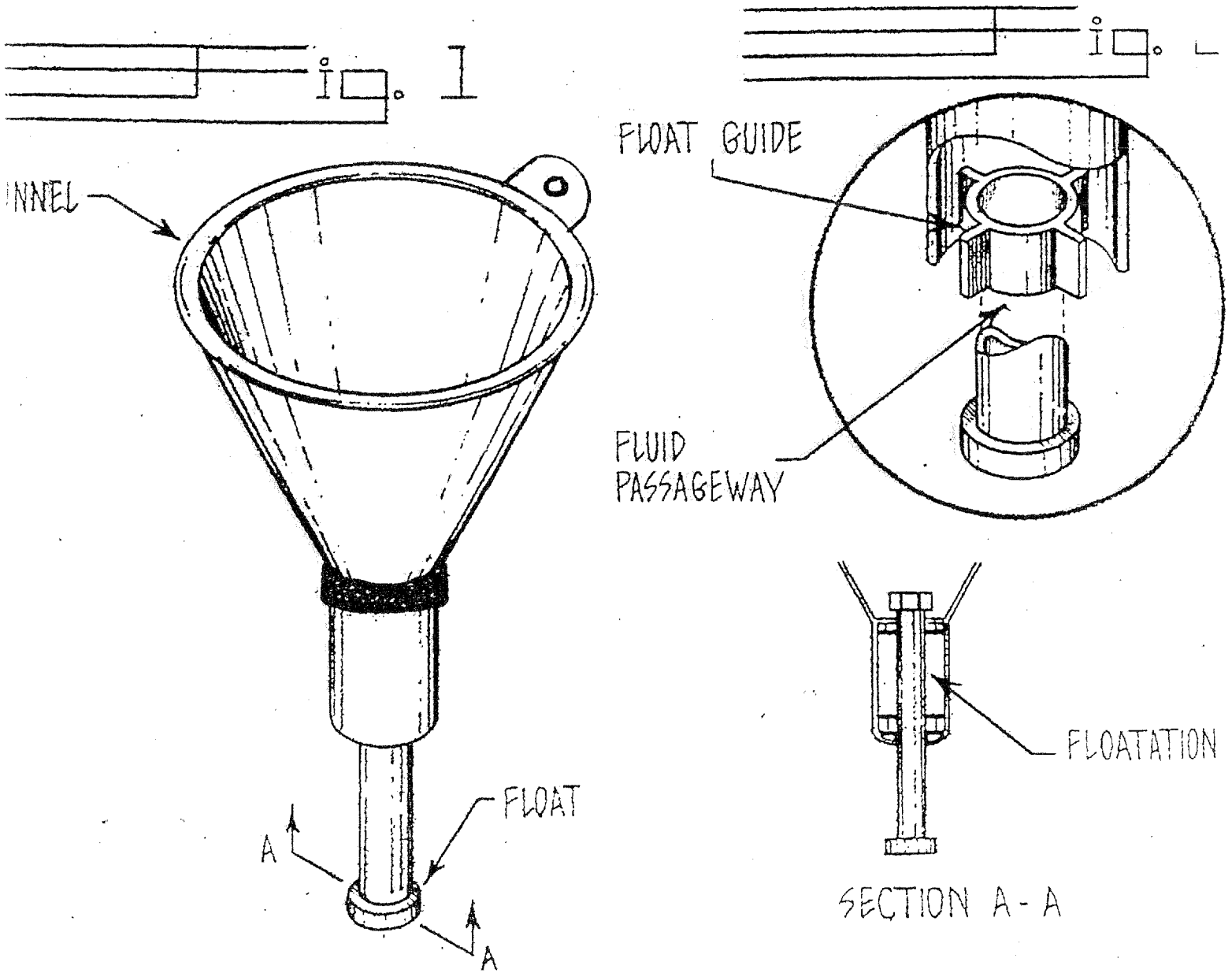
ADDRESS:

Niches, LLC.  
6519 Cecilia Circle  
Minneapolis, MN 55439

JUN 11-2-03

EXHIBIT A

This Illustration is general in nature and is intended to show the basic Topper and all subsequent improvements thereto.



*8-2-03*

## EXHIBIT B

## Inventory List

1. Eight thousand two hundred (8,200) Topper Safety Funnels, 12 per case, 4 cases per master case.
2. One single cavity die for float for funnel.
3. One single cavity die for funnel.
4. Twenty-two (22) rolls of stickers for Topper Safety Funnel.
5. Two hundred (200) pounds of red coloring agent, fifty (50) pounds of yellow coloring agent.
6. Catalog sheets for marketing.
7. Eight (8) photo prints of Topper.

*JW 11-2-03*

SOLE

EXHIBIT C

PATENT

ASSIGNMENT

J & E Plastics, Inc., having its principal offices at P.O. Box 332, Pinconning, Michigan 48650-0332, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, represents that it is the true and lawful owner of the foregoing Patent and does hereby sell, assign and transfer onto Niches, LLC., a Minnesota Limited Liability Company having its principal offices at 6519 Cecilia Circle, Minneapolis, Minnesota 55439, its successors and assigns, the entire right, title and interest in and to United States Patent No. 08/511,672, filed on 8-5-1995, and issued on PENDING and entitled "Topper," the inventions described therein, and any and all patents, reissues, continuations and extensions of the foregoing throughout the world, the same to be held and enjoyed by said Niches, LLC. to the full end of the term for which a Letters Patent based on said Application is granted, as fully and entirely as the same could have been held and enjoyed by J & E Plastics, Inc. if this sale, assignment and transfer had not been made.

Signed at \_\_\_\_\_ this 21 day of July, 1997.

Attest:

J & E Plastics, Inc.

*Sherry Breckenridge*  
 \_\_\_\_\_  
 Sherry Breckenridge

*Edward Faught*  
 \_\_\_\_\_  
 By: Edward Faught  
 Its President

STATE OF MI  
 \_\_\_\_\_  
 COUNTY OF BAY  
 \_\_\_\_\_

} SE.  
}

Before me personally appeared Edward Faught, known to me to be the President of J & E Plastics, Inc. who acknowledged that the above assignment was duly executed by him for said J & E Plastics, Inc. this 21 day of July, 1997.

*Sean M. Sketon*  
 \_\_\_\_\_  
 Notary Public

(SEAL)

My Commission expires: 3-29-2001

NOTARY PUBLIC  
 STATE OF MICHIGAN  
 COMMISSION EXPIRES 03/29/2001

*JWD 11-2-03*  
*EWA 12-15-03*

EXHIBIT D

REVISED 10/3/03

1. a. Niches shall pay \$14,000 (\$7,000 for purchase of the tooling and \$7,000 for the purchase of the patent) to J & E Plastics, without interest, which said amount shall be paid off at the rate of \$0.25 per Topper Safety Funnel sold by Niches until the entire said \$14,000 shall be paid in full.
- b. Thereafter, when said \$14,000 has been paid in full, for a period of 12 years, Niches shall pay to J & E Plastics a royalty of 5% of gross sales, less salesman's commissions and freight charges, for all sales of the Topper Safety Funnels.

## EXHIBIT E

## ASSIGNMENT

*file 11-2-03*

WHEREAS, I, Edward N. Faught, of Pinconning, County of Bay and State of Michigan, have invented certain new and useful improvements in an

INDICATOR FUNNEL HAVING IMPROVED VERTICAL STABILITY for which an application for United States Letters Patent has been filed by me on August 7, 1955, which application has a United States Serial Number of 08/511,672.

WHEREAS J & E Plastics, of P.O. Box 332, Pinconning, Michigan 49870 is desirous of acquiring an interest in the said invention and application and any and all Letters Patents that may be obtained therefor or thereupon, and all reissues and extensions thereof;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid to me by the said J & E Plastics, Inc. the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said J & E Plastics, Inc., its successors, and assigns, all of the right, title and interest in and to the said invention and said application for Letters Patent of the United States therefor, and in and to any divisions, continuations and continuations-in-part thereof and in and to any and all United States Letters Patent and reissues and extensions thereof that may be issued for the said invention to have and to hold for its' own use and behoof and the use and behoof of its' successors and assigns as fully and entirely as the same might be enjoyed by me if this sale and assignment had not been made;

HEREBY AUTHORIZE and request the Commissioner of Patents and Trademarks to issue the said letters Patent and any reissues and extensions thereof to the said J & E Plastics, Inc. as the assignee of the right, title and interest set forth above in and to the said invention and said application and Letters Patent issued therefor or thereupon; and

HEREBY AGREE to execute all instruments and documents within my power which may be necessary for the carrying out of this assignment in full, and to execute any divisional, continuing or

**PATENT**

*11-2-03*

continuation-in-part application or applications which may be necessary or proper to obtain full protection on the invention hereby assigned; and to execute any and all supplemental oaths and preliminary statements should the same be proper and necessary in the prosecution of the aforesaid applications; and

HEREBY FURTHER ASSIGN unto the said J & E Plastics, Inc., its' successors, and assigns, the right, title and interest set forth above in and to the invention disclosed in the said patent through countries foreign to the United States, and do hereby ~~fully~~ *fully* acts the said J & E Plastics, Inc., its' successors and assigns, in applying for patents therefore in its name in ~~countries~~ *countries* where such procedure is proper and do agree to execute applications for said invention in the several countries where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the patents to be obtained therefore to said J & E Plastics, Inc., its successors and assigns.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 21 day of July, 1997.

Attest:

*Edward N. Faught*

Edward N. Faught

STATE OF MICHIGAN )

) ss.

COUNTY OF ~~GLADWIN~~ )

On this 21 day of July, 1997, before me personally appeared Edward N. Faught, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as a free act and deed.

*Jean M. Saxon*  
(SMBL)

Notary Public

My Commission

expires: 3-29-2001  
JEAN M. SAXON

NOTARY PUBLIC, GLADWIN COUNTY, MICHIGAN  
ACTING IN BAY COUNTY, MICHIGAN  
MY COMMISSION EXPIRES MARCH 29, 2001

DRAFT

THIS AGREEMENT dated and effective the 21<sup>ST</sup> day of July, 1997, by and between J & E PLASTICS, INC., P.O. BOX 332, Pinconning, MI 48650-0332, jointly and severally, (hereinafter referred to as "Assignor") and NICHES, LLC., a Minnesota Limited Liability company, 6519 Cecilia Circle, Minneapolis, Minnesota 55439 ("Assignee").

WITNESSETH THAT

WHEREAS, Assignor has invented "Topper Safety Funnel", under patent pending, (hereinafter referred to as "Topper").

WHEREAS, Assignor owns certain patent, design, and trademark rights related thereto; and

WHEREAS, Assignor and Assignee have reached an agreement relative to the sale of the Topper and patent rights appertaining thereto and wish to embody said agreement in more formal terms; and

WHEREAS, Assignor represents that they are the sole and exclusive owner of the Topper and the rights to produce products produced therefrom none of which, to the best of the knowledge of the Assignor, infringes on any other patent, rights, inventions, trademarks or other interests; and

WHEREAS, Assignor further represents that the aforesaid rights, property, invention, and interests assigned by this instrument are free of any and all liens, claims, security interests, or other encumbrances of any nature or kind; and

WHEREAS, the Assignor has the sole rights and power to make this assignment, and no prior transfer, sale, or assignment has



been made by the Assignor of all or any part of the aforesaid rights, property, tooling, or other interests; and

WHEREAS, Assignor desires to sell, and Assignee desires to purchase all of the aforesaid rights, invention rights, marketing rights, related technical documentation, trademark and residual inventory all as described herein; and

NOW, THEREFORE, the parties hereto agree as follows:

#### ARTICLE 1

##### Definitions

- 1.1 "TOPPER" shall mean the devices depicted in EXHIBIT A hereto and all improvements and modifications made by or for Assignor prior to and subsequent to the effective date of this AGREEMENT.
- 1.2 "TOPPER DESIGN AND INVENTION RIGHTS" shall mean all intellectual property rights, patented, patentable and unpatentable, which are owned by Assignor and which relate to the Topper including, without limitation, (i) existing patent(s), (ii) invention disclosures together with the right to file patent applications, (iii) all related drawings, technical documents, e.g., material specifications, relating to the design, development, manufacture, testing, and marketing, (iv) trade names and trademarks, and (v) future improvements and modifications related to the Topper.
- 1.3 "TOOLING INVENTORY AND OTHER TANGIBLES" shall mean the following owned by Assignor:

- (i) Tooling and Inventory used to manufacture and package the Topper located at any and all locations.
- (ii) All other tangible items directly related to the design, development, manufacture, and/or testing of a Topper.

ARTICLE 2

Sale of Topper Design and Invention Rights, Tooling  
and Other Tangibles, and Topper Inventory

- 2.1 Assignor hereby sells and conveys to Assignee, (subject to Assignee's fulfillment of the terms and conditions contained in Article 3 hereof), Assignor's entire right, title, and interest in and to:
  - 2.1.1 The Topper design, invention and patent rights,
  - 2.1.2 All tooling and other tangibles,
  - 2.1.3 Trademarks and
  - 2.1.4 Inventory (See Exhibit B)
  - 2.1.5 All packaging tooling related to the Topper
- 2.2 Assignor agrees to sign the patent assignment document attached hereto as EXHIBIT C concurrently with the signing of this AGREEMENT and hold Exhibit C pending payment to Assignor in accordance with Exhibit D.
- 2.3 Assignor further agrees to cooperate fully with Assignee and Assignee's attorney at no expense to Assignor to (i) facilitate the filing of an assignment of patent in the U.S. Patent Office on the Topper, and to sign the necessary papers and do all similar acts which may be required to assign, obtain, and maintain and enforce patents on the Topper in the

United States or other countries as may be selected solely by the Assignee.

2.4 Assignor agrees to do the following upon the execution of this AGREEMENT by all parties hereto and receipt of the payment of ARTICLE 3.1:

2.4.1 To ship to a location(s) selected by Assignee, and at Assignee's expense, the items covered by ARTICLE 1.3 (i) and (ii) hereof.

### ARTICLE 3

#### Payment to Assignor

3.1 Upon the execution of this AGREEMENT by both parties hereto, Assignee shall pay all monies in accordance with the terms and conditions as outlined in Exhibit D.

### ARTICLE 4

#### Representation and Warranty

4.1 The applicable parties, as an entity, hereby make the following representations and warranties to each other, which are true and accurate as of the signing date:

4.1.1 The parties have the authority and power to enter into this AGREEMENT and to incur and perform its obligations hereunder. The execution of this AGREEMENT by the parties has been duly authorized by all necessary actions, and this AGREEMENT constitutes a valid, legal and binding obligation on each party.

- 4.1.2 Assignor is the sole and exclusive owner of the Topper design, invention and patent rights, the tooling and other tangibles, and there exist no other claims, liens, or interests in the same.
- 4.1.3 Assignor warrants to the extent of its knowledge that the making, using, or selling of the Topper depicted in EXHIBIT A does not infringe upon the rights or interests of any other party.
- 4.1.4 Assignor warrants that there has been no prior sale, transfer, or assignment of the items of ARTICLE 2.1.
- 4.1.5 The parties agree and warrant that they will not directly or indirectly divulge the contents of this AGREEMENT or the contents of the Topper design and invention rights to third parties.
- 4.1.6 Assignee agrees and warrants that payments shall be made in accordance with Exhibit D.

#### ARTICLE 5

##### Prior Agreements

- 5.1 The parties agree that all prior agreements, written and otherwise, between the parties and relating to the subject matter hereof are superseded by this AGREEMENT.

#### ARTICLE 6

##### Governing Law and Arbitration

- 6.1 This AGREEMENT shall be governed by and interpreted by the laws of the State of Minnesota.

6.2 The parties agree to use their best efforts to settle amicably any dispute or disagreement arising out of the performance of the provisions of this AGREEMENT.

#### ARTICLE 7

##### ASSIGNMENT

7.1 No assignment of the Parties rights and/or obligations shall occur without prior written approval by the other party, and said written approval shall not be unreasonably withheld. This Agreement, if assigned, shall be binding upon all successors and assigns.

#### ARTICLE 8

##### Severability

8.1 In the event any sentence, paragraph or provision is held invalid, it shall not cause this Agreement to be held invalid.

#### ARTICLE 9

##### Notice

9.1 Any notice provided in this Agreement shall be served personally or by certified mail return receipt requested to the last known address provided in this Agreement. It is the obligation of the parties to notify the other party of changes in address.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT  
on the day and year first mentioned above.

FOR ASSIGNOR:

J & E PLASTICS, INC.

BY: Edward N. Faught  
Its President  
Edward N. Faught

Jean M. Saxon  
Witness  
Jean M. Saxon

ADDRESS:

J & E Plastics, Inc.  
P.O. Box 132  
Pincanning, MI 4865-0332

FOR ASSIGNEE:

Niches, LLC.

BY: Steven E. Wirth  
Its Chief Manager

Witness

ADDRESS:

Niches, LLC.  
6519 Cecilia Circle  
Minneapolis, MN 55439

EXHIBIT A

This illustration is general in nature and is intended to show the basic Topper and all subsequent improvements thereto.

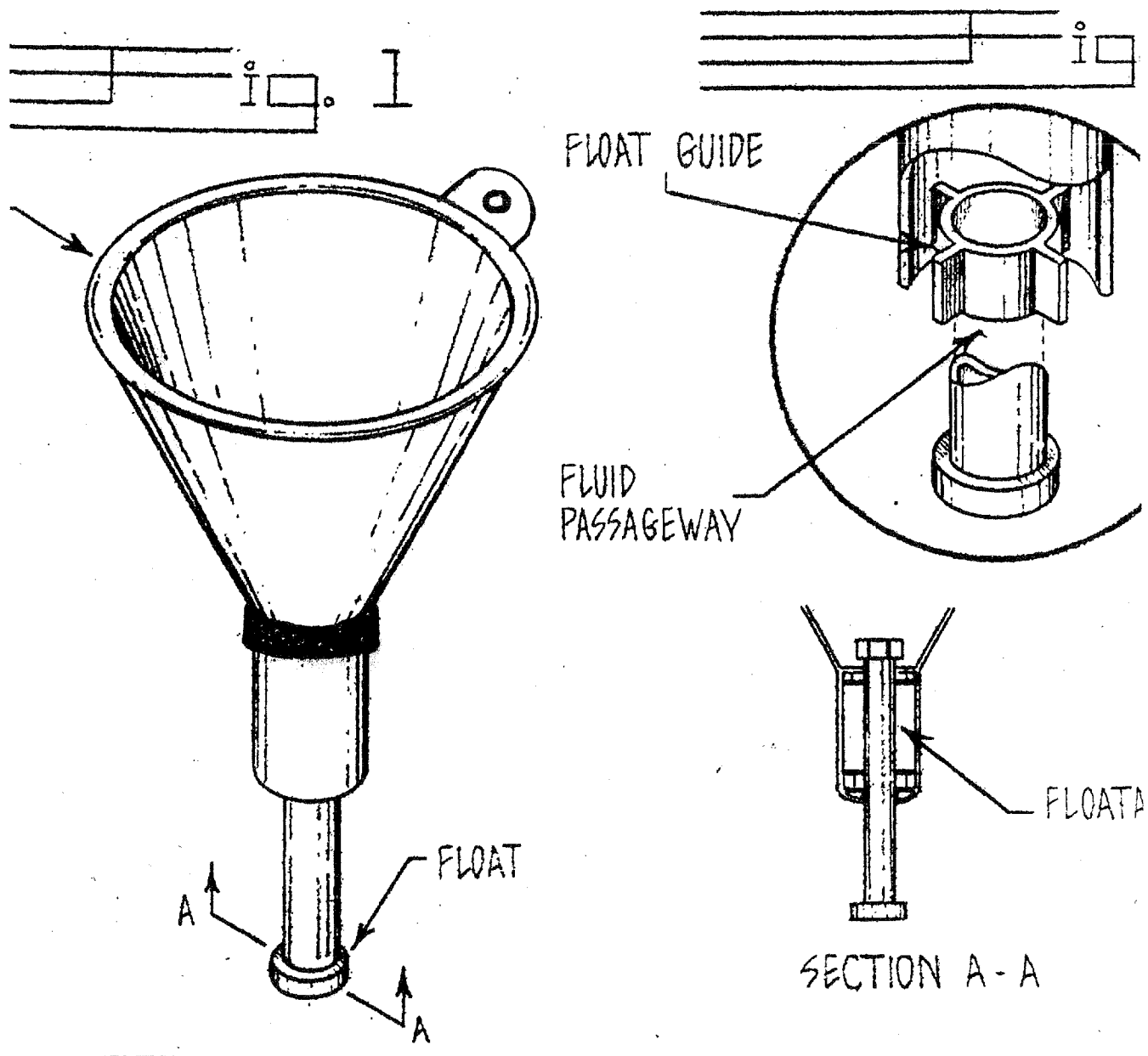


EXHIBIT B

Inventory List

1. Eight thousand two hundred (8,200) Topper Safety Funnels, 12 per case, 4 cases per master case.
2. One single cavity die for float for funnel.
3. One single cavity die for funnel.
4. Twenty-two (22) rolls of stickers for Topper Safety Funnel.
5. Two hundred (200) pounds of red coloring agent, fifty (50) pounds of yellow coloring agent.
6. Catalog sheets for marketing.
7. Eight (8) photo prints of Topper.



SOLE

EXHIBIT C

PATENT

ASSIGNMENT

J & E Plastics, Inc., having its principal offices at P.O. Box 332, Pinconning, Michigan 48650-0332, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, represents that it is the true and lawful owner of the foregoing Patent and does hereby sell, assign and transfer onto Niches, LLC., a Minnesota Limited Liability Company having its principal offices at 6519 Cecilia Circle, Minneapolis, Minnesota 55439, its successors and assigns, the entire right, title and interest in and to United States Patent No. 08/511,672, filed on 8-5-1995, and issued on PENDING, and entitled "Topper," the inventions described therein, and any and all patents, reissues, continuations and extensions of the foregoing throughout the world, the same to be held and enjoyed by said Niches, LLC. to the full end of the term for which a Letters Patent based on said Application is granted, as fully and entirely as the same could have been held and enjoyed by J & E Plastics, Inc. if this sale, assignment and transfer had not been made.

Signed at \_\_\_\_\_ this 21 day of July, 1997.

Attest: J & E Plastics, Inc.

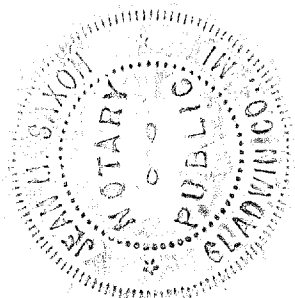
Sherry Breckenridge  
Sherry Breckenridge

Edward Faught  
By: Edward Faught  
Its President

STATE OF MI )  
COUNTY OF BAY ) SS.

Before me personally appeared Edward Faught, known to me to be the President of J & E Plastics, Inc. who acknowledged that the above assignment was duly executed by him for said J & E Plastics, Inc. this 21 day of July, 1997.

(SEAL)



Jean M. Gayon  
Notary Public

My Commission expires: 3-29-2001

JEAN M. GAYON  
NOTARY PUBLIC, GLADWIN COUNTY, MICHIGAN  
ADDRESS: 247 COUNTY, MICHIGAN  
MY COMMISSION EXPIRES: 03/29/2001

PATENT

EXHIBIT E

ASSIGNMENT

WHEREAS, I, Edward W. Faught, of Pinconning, County of Bay and State of Michigan, have invented certain new and useful improvements in an

INDICATOR FUNNEL HAVING IMPROVED VERTICAL STABILITY for which an application for United States Letters Patent has been filed by me on August 7, 1995, which application has a United States Serial Number of 08/511,672.

WHEREAS J & E Plastics, of P.O. Box 332, Pinconning, Michigan is desirous of acquiring an interest in the said invention and application and any and all Letters Patents that may be obtained therefor or thereupon, and all reissues and extensions thereof;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid to me by the said J & E Plastics, Inc. the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said J & E Plastics, Inc., its successors, and assigns, all of the right, title and interest in and to the said invention and said application for Letters Patent of the United States therefor, and in and to any divisions, continuations and continuations-in-part thereof and in and to any and all United States Letters Patent and reissues and extensions thereof that may be issued for the said invention to have and to hold for its' own use and behoof and the use and behoof of its' successors and assigns as fully and entirely as the same might be enjoyed by me if this sale and assignment had not been made:

HEREBY AUTHORIZE and request the Commissioner of Patents and Trademarks to issue the said letters Patent and any reissues and extensions thereof to the said J & E Plastics, Inc. as the assignee of the right, title and interest set forth above in and to the said invention and said application and Letters Patent issued therefor or thereupon; and

HEREBY AGREE to execute all instruments and documents within my power which may be necessary for the carrying out of this assignment in full, and to execute any divisional, continuing or

PATENT

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continuation-~~in~~-part application or applications which may be necessary or proper to obtain full protection on the invention hereby assigned; and to execute any and all supplemental oaths and preliminary objections should the same be proper and necessary in the prosecution of the aforesaid applications; and

HEREBY FURTHER ASSIGN unto the said J & E Plastics, Inc., its' successors, and assigns, the right, title and interest set forth above in and to the invention disclosed in the said patent through countries foreign to the United States, and do hereby ~~by~~ <sup>by</sup> acts of the said J & E Plastics, Inc., its' successors ~~and~~ <sup>and</sup> assigns, in applying for patents therefore in its name in countries where such procedure is proper and do agree to execute applications for said invention in the several countries where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the patents to be obtained therefore to said J & E Plastics, Inc., its successors and assigns.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 21 day of July, 1997.

Attest:

*Edward N. Faught*

Edward N. Faught

STATE OF MICHIGAN )

) ss.

COUNTY OF BAY )

On this 21 day of July, 1997, before me personally appeared Edward N. Faught, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as a free act and deed

*Jean M. Saxon*

Notary Public

(SEAL)

My Commission

expires: 3-29-2001

JEAN M. SAXON  
NOTARY PUBLIC, GLADWIN COUNTY, MICHIGAN  
ACTING IN BAY COUNTY, MICHIGAN  
MY COMMISSION EXPIRES MARCH 29, 2001

