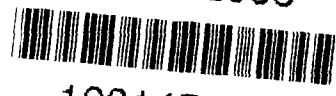




12-28-2005

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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RECORDATION
PATENTS ONLY 103145301

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

90-05-81

1. Name of conveying party(ies)
The Ohio Art Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Gordon Langford
Internal Address: _____
Street Address: 3250 South Probst Lane
City: Heber City
State: Utah
Country: United States Zip: 84047
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) July 15, 2005
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
B. Patent No.(s)
5,018,979
5,112,229
5,295,837
Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Thomas J. Rossa
Internal Address: Suite 1800
Street Address: 299 South Main Street
City: Salt Lake City
State: Utah Zip: 84111
Phone Number: 801 521 5800
Fax Number: 801 521 9639
Email Address: thom.rossa@hro.com

6. Total number of applications and patents involved: 3
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 08-2665
Authorized User Name Holme Roberts & Owen LLP

9. Signature: _____ December 20, 2005
Date
12/27/2005 BYRNE 0000181 082665 504979 Signature
01 FC:8421 120.00 DA Thomas J. Rossa Total number of pages including cover sheet, attachments, and documents: 6
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT ASSIGNMENT

This Assignment (this "Assignment"), effective as of the date of execution, is by THE OHIO ART COMPANY, an Ohio corporation, with an address of P.O. Box 111, Bryan, OH, 43506-0111 ("Assignor"), in favor of Gordon Langford, having an address of 3250 South Probst Lane, Heber City, UT, 84047 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby grants, assigns and transfers to Assignee all rights of Assignor relative to the United States patents listed on Schedule I attached hereto (the "Patents"), including, without limitation, all right, title and interest in and to said Patents together with all (i) reissues, renewals, substitutions, extensions, foreign and international counterparts thereof, and any other patents and applications claiming priority therefrom; (ii) enhancements and improvements thereto; (iii) all income, royalties, damages and payments now or hereafter due or payable under and with respect thereto including, without limitation, damages and payments for past, present and future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; and (v) all other rights corresponding, incidental or relating thereto.

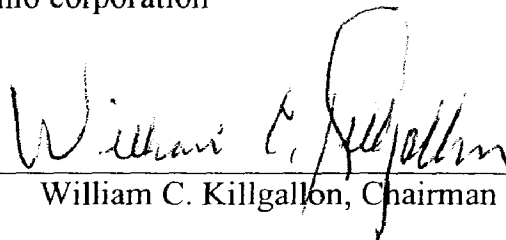
Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other documents and instruments as may be necessary to carry out the intent of this Assignment, including, without limitation, taking all such actions as may be necessary in the applicable domestic and foreign government offices and records to fully vest in Assignee all right, title and interest in and to the Patents, and assigning the Patents on such instruments and forms as may be necessary or appropriate under the laws, rules and regulations of applicable domestic and foreign government bodies, authorities and agencies, which instruments and forms shall be deemed to include all of the rights, powers and privileges set forth herein as if set forth therein.

This Assignment is executed as of 15 day of July, 2005.

ASSIGNOR:

THE OHIO ART COMPANY,
an Ohio corporation

By:



William C. Killgallon, Chairman and CEO

STATE OF Ohio)
)
COUNTY OF Williams) ss.

The foregoing Patent Assignment was acknowledged before me this 15th day of July, 2005, by William C. Killgallon, Chairman and CEO of THE OHIO ART COMPANY, an Ohio corporation, on behalf of the corporation..

Witness my hand and official seal.

My commission expires: May 1, 2007 Betty Ann Cole
Notary Public

[NOTARIAL SEAL]

Schedule I

U.S. Patent No. 5,018,979 – Magnetic Visual Display

U.S. Patent No. 5,112,229 – Magnetic Visual Display

U.S. Patent No. 5,295,837 – Magnetic Visual Display

#1023246 v1

RECORDED: 12/20/2005

**PATENT
REEL: 017379 FRAME: 0878**