#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
EAC Industries, Inc.	01/08/2008

#### **RECEIVING PARTY DATA**

Name:	Trendex, Incorporated
Street Address:	240 Maryland Avenue East
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55117

#### PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6527465
Patent Number:	6746171

#### **CORRESPONDENCE DATA**

Fax Number: (612)339-5897

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-339-7121

Email: dzubke@bestlaw.com

Correspondent Name: David J. Zubke
Address Line 1: 225 S. 6th St.
Address Line 2: Suite 4000

Address Line 4: Minneapolis, MINNESOTA 55402-4690

NAME OF SUBMITTER: David J. Zubke

Total Attachments: 5

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#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

AFFIDAVIT OF SALE AND ASSIGNMENT (U.S. PATENT NOS. 6,527,465 and 6,746,171)

STATE OF ILLINOIS	)
	) SS
COUNTY OF DUPAGE	)

- I, Bartley Fritzsche, being first duly swom, do certify that:
- I am the duly elected Chairman and Chief Executive Officer of EAC Industries, Inc., a
  New York corporation, formerly doing business as Compton Presentation Systems and whose principal
  offices are located at 68 Congress Circle West, Roselle, Illinois 60172 (hereinafter "Compton Presentation
  Systems").
- 2. That prior to the transaction identified below, Compton Presentation Systems acquired all rights, title and interest in each of the issued U.S. Patents identified below from the prior employer(s) of original inventor Stephen R. Welch, together with certain warranties and representations made by the former employer(s) CH. Compton Co., Midland Communications Packaging, Inc. or others regarding transfer of uncontested and full ownership of each U.S. Patent referenced below to Compton Presentation Systems, notwithstanding the failure of such employer(s) to obtain and record written assignments from Mr. Welch with the U.S. Patent and Trademark Office.
- 3. That, on or about July 16, 2007, Compton Presentation Systems sold all right, title and interest in U.S. Patent Nos. 6,527,465 and 6,746,717 to Trendex, Incorporated, all as more fully evidenced by that certain Bill of Sale, and Intellectual Property Asset Schedule 1(k), true and correct copies of which are attached and incorporated fully by reference herein as *Exhibits A1* and *A2* respectively.
- Upon consummation of the sale and purchase transaction identified in Paragraph 3.
   Trendex, Incorporated became, and is now the legal and record owner of all of Compton Presentation

PATENT REEL: 020362 FRAME: 0107 Systems' intellectual property, including the Compton Presentation Systems' trade name, and the following issued U.S. Patents of record in the United States Patent and Trademark Office:

Invention	Patent No.	Date of Issuance
Ring Binder Assembly	6,527,465	March 4, 2003
Modular Ring Binder Assembly with Removable Rivets	6,746,171	June 8, 2004

5. This affidavit is being made for the purposes of allowing Trendex, Incorporated, 240

Maryland Avenue East, St. Paul, Minnesota 55117, to be identified as the current owner of record at the address set forth above in all future correspondence, documents or other matters, and for the purposes of allowing the United States Patent and Trademark Office to issue any other documents or instruments with respect to each of the above-referenced issued U.S. patents in the name of Trendex, Incorporated at its current address identified herein.

FURTHER YOUR AFFIANT SAYETH NOT

Bartley Fritzsche, Chairman and CEO

EAC Industries, Inc. f/d/b/a Compton Presentation Systems

Subscribed and sworn before me this 0 day of January, 2008.

<u>Carmoia (W. On Olion</u> Notary Public, State of Illinois

#### RETURN TO:

BEST & FLANAGAN LLP (DJZ) 225 South Sixth Street Suite 4000 Minneapolis, MN 55402-4690 (612) 339-7121 "OFFICIAL SEAL"
CARMEN MORALES
Notary Public, State of Illinois
My Commission Expires Sept. 11, 2010

#### BILL OF SALE

- FOR GOOD AND VALUABLE CONSIDERATION, the receipt, adequacy and sufficiency of which are hereby acknowledged, EAC Industries, Inc. d/b/a/ Compton Presentation Systems, a New York corporation ("Seller"), does hereby sell, assign and transfer to Trendex, Incorporated, a Minnesota corporation ("Buyer"), possession and all right, title and interest in and to the following properties, assets, rights and interests of Seller (the "Purchased Assets") relating to certain products and services provided by Seller (the "Business"), free and clear of all liens, encumbrances, charges and other exceptions to title:
- (a) All inventory, Seller's WIP (defined below) and finished product, as of the Closing Date, including but not limited to those items listed on **Schedule1(s)**;
- (b) All production equipment, furniture, and office equipment, including but not limited to the items listed on Schedule 1(b);
- (c) All customer lists, customer information, and billing information, including but not limited to the list of customers attached as Schedule 1(c);
  - (d) All office supplies, tooling, samples, and art work;
  - (e) All sales and marketing materials;
- (f) All supplier and vendor contracts, vendor lists and associated records, including but not limited to those listed on Schedule 1(f);
- (g) All pending purchase orders and active customer contracts, including but not limited to those listed on **Schedule 1(g)**;
  - (h) All of Seller's rights in the d/b/a "Compton Presentation Systems";
  - (i) Seller's website and the comptonline.com domain name and URL address;
- (j) Except as provided on **Schedule 1(j)**, all of Seller's telephone listings and telephone numbers including the number 800-336-4940 and the fax number 630-539-2209; and
- (k) All of Seller's trade secrets and intellectual property, including but not limited to Seller's patents, pending patent applications, and trade names listed on **Schedule 1(k)**, except for the Unimax Article Patent which Seller does not own.
- TO HAVE AND TO HOLD all of the above-described property hereby sold, transferred, conveyed, assigned and delivered, unto Buyer and its successors and assigns forever.

Seller has covenanted and hereby does covenant with Buyer that Seller shall do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, powers of attorney and other instruments and papers as may be required to sell, assign, transfer, convey and deliver to and vest in Buyer and protect its right, title and interest in and to all the assets, properties, business and goodwill intended to be assigned, transferred,

1

conveyed and delivered pursuant hereto and as may be appropriate otherwise to carry out the transactions contemplated hereby.

This Bill of Sale is made pursuant to the Asset Purchase Agreement dated as of July 3, 2007, by and between Buyer and Seller ("Asset Purchase Agreement"). Capitalized terms used herein without definition shall have the meanings given such terms in the Asset Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions set forth in said Asset Purchase Agreement, including the representations, warranties and covenants concerning the assets conveyed thereunder. Executed facsimile transmissions of this Agreement shall be deemed originals and shall be fully enforceable.

This Bill of Sale shall be binding upon Seller and its successors and assigns and shall issue to the benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed in its corporate name as of July //, 2007.

> EAC INDUSTRIES, INC. D/B/A COMPTON PRESENTATION SYSTEMS

STATE OF ILLINOIS

SS.

COUNTY OF COCK

On this lithday of July, 2007, before me, a Notary Public, appeared, Bartley Fritzsche, who being sworn, acknowledged that he signed this instrument as the free and voluntary act.

Notary Public Ale

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My Commission Expires Expires SEA

### Exhibit A2

# SCHEDULE 1(k)

## SELLER'S INTELLECTUAL PROPERTY

Copyrights	Advertising and other marketing materials (none registered).
Patents	<ol> <li>Ring Binder Assembly; Patent No. 6,527,465</li> <li>Modular Ring Binder Assembly with removable rivets, Patent No. 6,746,171</li> </ol>
Federally Registered	
Trademarks	<ol> <li>"Manual-Management" - Serial No. 76367050;</li> <li>"Manufacturers of Marketing Solutions" - Serial No. 75663977;</li> <li>"Powerbinder" - Serial No. 74726540;</li> <li>"Partners in Innovation" - Serial No. 74370491;</li> <li>"The Communicating Edge" - Serial No. 74138078;</li> <li>"UNIMAX" - Serial No. 76070716</li> </ol>
Licenses	Exclusive Patent License and Option Agreement dated August 20, 2002 regarding Patent No. 6,209,917.
Internet Address	www.comptonline.com
Email Address	@comptonline.com
Phone No.	1-800-3367-4940 and various toll numbers.

vii

**RECORDED: 01/14/2008** 

PATENT REEL: 020362 FRAME: 0111