

D

NIKOLAI, MERSEREAU & DIETZ, P.A.

THOMAS J. NIKOLAI
JAMES T. NIKOLAI
CHARLES C. MERSEREAU

International Centre
900 Second Avenue South, Suite 820
Minneapolis, Minnesota 55402-3813
Telephone (612) 339-7461
Facsimile (612) 349-6556

PATENTS
TRADE MARKS
COPYRIGHTS
UNFAIR COMPETITION

07-20-1999



101095555

June 25, 1999

07-02-1999

RECORDATION FORM COVER SHEET

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

MEU 7-2-99

TRADEMARKS ONLY

TRADEMARKS ONLY

OUR FILE NO. 960033.KEY

BOX ASSIGNMENTS/FEE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:
Prestige Plastics, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Minnesota
 Other _____

2. Name and Address of Party(ies) receiving an interest:
Name: Northland Aluminum Products, Inc.
Street Address: Highways 7 & 100
City: Minneapolis
State: Minnesota Zip: 55416

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Minnesota
 Other _____

If assignee is not domiciled in the United States, a domestic representative designated is attached: Yes No
(Designation must be a separate document from Assignment)

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 31, 1999

07/19/1999 DNGUYEN 00000197 1399047

01 FC:481 40.00 OP
02 FC:482 200.00 OP

Rep'n. Ref: 07/19/1999 DNGUYEN 0011133600
DAN:081265 Name/Number:1399047 \$120.00 CR
FC: 704

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) (See attached Exhibit A)
5. Name and address of party of whom correspondence concerning document should be mailed:
Name: James T. Nikolai, Esq.
NIKOLAI, MERSEREAU & DIETZ, P.A.
Street Address: 900 Second Avenue South, #820
City: Minneapolis State: MN Zip: 55402-3325
6. Number of applications and registrations involved: 9
7. Total Fee (37 CFR 3.41): \$360.00
 A check is enclosed.
8. The Commissioner is authorized to charge any fees or refund any overpayment under 37 CFR 2.6 which may be required by this paper to Deposit Account No. 08-1265.

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James T. Nikolai
Name of Person Signing

James T. Nikolai
Signature

Date: 6/28/99

Total number of pages including cover sheet, attachments and document: 5

EXHIBIT A

U.S. Trademark Registration No. 1,399,047
U.S. Trademark Registration No. 1,330,914
U.S. Trademark Registration No. 1,148,955
U.S. Trademark Registration No. 1,135,775
U.S. Trademark Registration No. 939,320 ·
U.S. Trademark Registration No. 838,990
U.S. Trademark Registration No. 289,176 ·
U.S. Trademark Registration No. 231,267 ·
U.S. Trademark Registration No. 163,445 ·

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Assignment**") is made as of March 31, 1999 ("**Effective Date**"), between Prestige Plastics, Inc., a Minnesota corporation ("**Assignor**") and Northland Aluminum Products, Inc., a Minnesota corporation ("**Assignee**"), pursuant to that certain Asset Purchase Agreement dated as of March 31, 1999, between Assignor and Assignee ("**Agreement**"). Capitalized terms not defined herein shall have the meanings assigned thereto in the Agreement.

RECITALS

A. Pursuant to the Agreement, Assignor agreed to transfer to Assignee all of Assignor's right, title and interest to certain marks and patents related to its Business.

B. Assignor now desires to transfer to Assignee all its right, title and interest, if any, in and to (i) the United States and foreign registered trademark and servicemark registrations and applications therefor, as well as certain common law trademarks and applications therefor, as set forth on the attached and incorporated **Exhibit A** (collectively, the "**Marks**"); and (ii) the United States and foreign patents and applications therefor, as set forth on the attached and incorporated **Exhibit B**, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof (collectively, the "**Patents**") (the Marks and the Patents are collectively referred to as the "**Intellectual Property**")

CLAUSES

1. **Consideration.** For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Intellectual Property to Assignee.

2. **Grant of Rights to the Marks.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise), if any, in and to any and all: (i) rights to file and register the Intellectual Property in Assignee's name with any governmental authority; (ii) rights to record the transfer made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property, as well as all other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) goodwill associated with the Intellectual Property.

3. **Further Instruments.** Assignor may execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Intellectual Property as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Intellectual Property and all claims or rights thereunder.

4. **No Retained Rights.** Assignor's assignment of the Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the

Intellectual Property. Assignor acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of Assignee.

5. **Authorization.** Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee its rights in and to the Intellectual Property; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.


7. **Complete Understanding.** This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

8. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

The parties have executed this Assignment as of the Effective Date.

Prestige, Plastics, Inc.,
a Minnesota corporation

By: 
Its: ENGINEERING MANAGER

Northland Aluminum Products, Inc.,
a Minnesota corporation

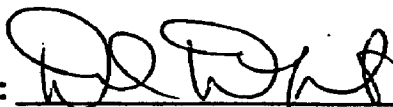
By: 
Its: pres. sent

EXHIBIT A

Trademarks

Common Law Trademarks

"FOODKEEPERS"

"THERMASTONE"

Registered Trademarks

See chart next page

TRADEMARK LIST - ASSET SALE TO NORDICWARE

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>	<u>APP. DATE</u>	<u>REG. DATE</u>	<u>RENEWAL</u>	<u>CLS</u>	<u>GOODS</u>
Freeze Heat & Serve	U.S.A.	73/544454	1399047	G	24J1985	24J1986	24J1986	21	Ovenware, Namely, Baking Dishes
Hi-Heat	U.S.A.	73/454028	1330914	G	23N01983	16AP1985	16AP2005	21	Plastic Casseroles, Plastic Plates, Plastic Dishes, and Plastic Cooking Shells
Hi-Heat & Design	U.S.A.	72/252413	838990	G	15AU1966	21N01967	21N02007	21	Plastic Trays, Plastic Dishware, and Plastic Cups
Microwave	U.S.A.	72/385128	939320	G	01MR1971	01AU1972	01AU2002	21	Plastic Plates, Bowls, and Bowl Covers
Microwave	U.S.A.	73/128299	1135775	G	16MY1977	20MY1980	20MY2000	21	Plastic Ovenware - Namely, Roasting Racks, Bacon Racks, Muffin Pans and Baking Rings
Microwave	U.S.A.	73/137840	1148955	G	17AU1977	24MR1981	24MR2001	21	Plastic Ovenware - Namely, Baking Sheets
Hi-Heat	Canada	315791	163445	G	04SE1968	13J1969	13J1999	N/A	Plastic Trays, Plastic Dishware, Plastic Cups, and Ashtrays
Hi-Heat	Canada	506454	289176	G	05J1983	23MR1984	23MR1999	N/A	Plastic Casseroles, Plastic Plates, Plastic Dishes, and Plastic Shells
Microwave	Canada	410287	231267	G	03MY1977	22DE1978	22DE2008	N/A	Plastic Ovenware, Namely, Roasting Racks, Bacon Racks, Muffin Pans and Baking Rings