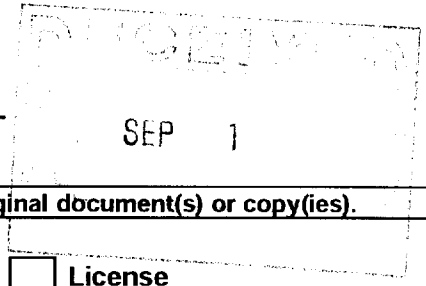


09-08-1998



100823957



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MBD 9.1.98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other -

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

09/03/1998 SSNITH 00000050 1106553

FOR OFFICE USE ONLY

115E

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1784 FRAME: 0911

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1106553"/>	<input type="text" value="1115279"/>	<input type="text" value="1674859"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1698910"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Eric D. Paulsrud, Esq.

Name of Person Signing



Signature

8/31/98

Date Signed

EXHIBIT A

Mark	U.S. Registration No.	Registration Date
EAGLE & Design	1,973,919	May 14, 1996
EAGLE & Design	1,238,199	May 17, 1983
EAGLE DESIGN	719,190	August 1, 1961

DECLARATION OF MARCI FRANZEN

COMES NOW Marci Franzen, being warned that willful, false statements and the like are punishable by fine or imprisonment, or both, 18 U.S.C. § 1001, and that such statements may jeopardize the validity of the application (or document) or any registration resulting therefrom, makes this Declaration pursuant to 35 U.S.C. § 25, Trademark Rule 2.20, 37 C.F.R. § 2.20 and states:

1. My name is Marci Franzen and I am the Marketing Communications Manager for Lucht, Inc., and am authorized to execute this Declaration on its behalf.
2. Attached hereto are true and correct copies of pages from an Acquisition Agreement by and between Lucht Engineering, Inc., a Minnesota corporation and Lucht Acquisition Corporation, a Delaware corporation. Lucht Acquisition Corporation is a prior corporate name of Lucht, Inc.
3. The various trademarks, including LUCHT, Reg. No. 1,115,279; LUCHT, Reg. No. 1,106,553; EXCELLERATOR, Reg. No. 1,698,910; and COMBO PLUS, Reg. No. 1,674,859, were transferred by Lucht Engineering, Inc. to Lucht Acquisition Corporation pursuant to the Agreement, together with the goodwill associated with the marks which were transferred as part of the intangible assets transferred from Lucht Engineering, Inc. to Lucht Acquisition Corporation.
4. The full Acquisition Agreement is voluminous and Lucht, Inc. submits these pertinent pages from the Agreement rather than filing the entire Agreement for recording.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 28, 1998


Marci Franzen

**ACQUISITION OF
LUCHT ENGINEERING, INC.
BY
LUCHT ACQUISITION CORPORATION
CLOSING INDEX**

I. Parties

Lucht Engineering, Inc., a Minnesota corporation ("Seller")
Innovex, Inc., a Minnesota corporation ("Innovex")
Lucht Acquisition Corporation ("Buyer")
Northwestern System, Inc., a South Dakota corporation ("NSI")
Furst Stiegemeyer and Company ("FSC")
Procapital Leasing, Inc. ("Procapital")

II. Closing Documents

A. Principal Acquisition Documents

1. Asset Purchase Agreement with exhibits, dated December 23, 1992, by and between Buyer and Seller and the following schedules:
 - a. Schedule 1.1(a) Fixed Assets
 - Schedule 1.1(f) Vehicles
 - Schedule 1.2(c) Hazardous Materials
 - Schedule 2.1(f) Vested Sick Leave
 - Schedule 2.1(a) Other Assumed Liabilities
 - Schedule 6.1 Foreign Qualifications
 - Schedule 6.3 Consents and Approvals
 - Schedule 6.8 No Adverse Changes
 - Schedule 6.9 Products
 - Schedule 6.10 Conduct of Business in Ordinance Course
 - Schedule 6.14 Accounts Payable
 - Schedule 6.15 Intellectual Property
 - Schedule 6.16 Encumbrances
 - Schedule 6.17(a) Material Contracts
 - Schedule 6.17(b) Other Contracts
 - Schedule 6.18 Licenses
 - Schedule 6.19 Litigation
 - Schedule 6.20 Personnel
 - Schedule 6.21 Customers and Suppliers
 - Schedule 6.22 Employee Plans

- (d) Seller's interest in all incomplete or unfilled contracts, commitments and orders issued by it for the purchase by Seller of supplies, parts, components, raw materials and finished products, including but not limited to those purchase orders listed on Schedule 6.23(b) (the "Purchase Orders");
- (e) Seller's rights against suppliers of inventory or other items, including without limitation, any express or implied warranties and any entitlement to volume or other discounts or rebates (reserving to Seller such rights to the extent applicable to any claim asserted against Seller for which Buyer has not assumed liability);
- (f) All trucks, cars and other vehicles owned by Seller (the "Vehicles") which are those Vehicles listed on Schedule 1.1(f);
- (g) All of Seller's sales and promotional materials, catalogues and advertising and marketing literature and materials;
- (h) All of Seller's business records and files relating to the Business including, without limitation, customer lists and records, sales information, supplier records, cost and pricing information, production data, employment and personnel records, and other records (including those maintained in computer tapes, disks, or other computer retrievable format, and whether maintained by Seller or others); provided, however, that Buyer shall (A) give Seller or Innovex, Inc. ("Innovex") access to and, at the request and expense of Seller or Innovex, provide copies in usable form of such records as reasonably may be required from time to time to (x) prepare its income tax returns, (y) respond to any audit by the Internal Revenue Service or any other taxing authority relating to any tax returns of Seller and (z) respond to any claims made against Seller or Innovex to the extent such documents are relevant, (B) provide Seller or Innovex with copies of documents related to the Bloomington, Minnesota facility lease and all Contracts related to leases of equipment as to which there is recourse to Seller or Innovex and (C) retain all such records for at least six years after the Closing Date (all such records included in the Assets, the "Business Records");
- (i) All computer software, source codes, computer files, programs, patents, trademarks, copyrights, applications, tradenames (including without limitation the name Lucht Engineering, Inc., and variations thereof), logos, licenses, technical data, product specifications, blueprints, know-how, trade secrets and other proprietary rights and intellectual property owned by Seller, or to which Seller otherwise has rights, including, but not limited to all such Intellectual Property (as hereinafter defined) listed on Schedule 6.15;
- (j) All licenses, permits and approvals associated with, used or employed in the Business, including, but not limited to all such licenses, permits and approvals listed on Schedule 6.18;
- (k) All intangible assets, including without limitation any customer order backlog, of the Business (the "Intangible Assets"); and
- (l) All accounts receivable of Seller arising from the sale of products and services in the operation of the Business in the ordinary course between the Effective Date and the Closing Date.

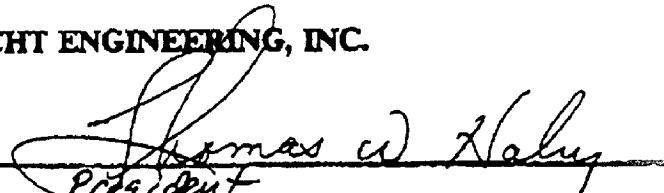
Association in Minneapolis, Minnesota. Judgment upon the award of all or a majority of the arbitrators shall be final and binding upon the parties hereto and may be entered in any court having jurisdiction. The parties shall be entitled to conduct discovery in the manner and to the same extent permitted under the Federal Rules of Civil Procedure unless modified by agreement of the parties.

15.14 Assignment. This Agreement is not assignable by either party, except that (i) Buyer may make a collateral assignment of its rights in connection with the financing arrangements for the operation of the Business after the Closing and (ii) Seller may assign its rights hereunder to Innovex, Inc. in connection with the complete liquidation of Seller; provided, however, that in the event Seller is so liquidated at any time prior to October 31, 1993, Innovex must at that time assume in writing all of Seller's continuing obligations hereunder, which writing shall be delivered at that time to Buyer. In addition, until October 31, 1993, Lucht shall maintain a net worth of at least \$4,000,000 plus the shares it holds in Buyer which are not sold by Seller to Northwestern Systems, Inc., \$2,000,000 of which shall be cash or cash equivalents ("Cash"). For purposes of this Section 15.14, the Cash shall include all amounts held pursuant to the Escrow Agreement. Seller shall provide Buyer with quarterly balance sheets as evidence of Seller's compliance with this Section 15.14.

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the day and year first above written.

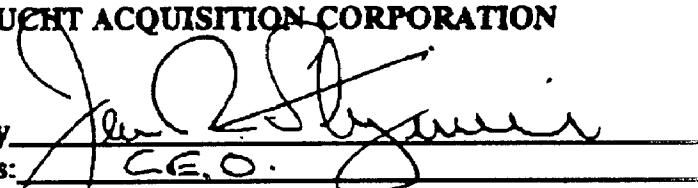
LUCHT ENGINEERING, INC.

By
Its:


President

LUCHT ACQUISITION CORPORATION

By
Its:


CEO.

Intellectual Property

1. See the attached listing of Intellectual Property incorporated herein by reference. All registered patents and trademarks are owned by Seller.
2. See Item 1 of Schedule 6.19 concerning litigation with Hicks Equipment, Inc., which is incorporated herein by reference.
3. With respect to the unregistered tradenames used by Seller in the Business, competitors may use the same or confusingly similar names, words, and/or symbols and claim trademark and/or tradename rights. Accordingly, Seller makes no representations relating to the use of such common law tradenames or trademarks by Seller or by others or the continuing right to use such common law tradenames or trademarks by Seller or by others.
4. See Settlement Agreement dated November 6, 1986 between Seller and Nord Photo Engineering, Inc.
5. License Agreement dated _____, 1986 between Seller and Nord Photo Engineering, Inc.
6. Agreement dated December 21, 1984 between Seller and Spectra-Tone, Inc. d.b.a. The Colorworks, Inc.
7. Software License Agreement dated August 25, 1989 between Seller and Microtechnics, Inc.

U.S./FOREIGN PATENT/TRADEMARK REGISTRATIONS/APPLICATIONS
OF LUCHT ENGINEERING, INC.

<u>Country</u>	<u>Status</u>	<u>App. #</u>	<u>App. Date</u>	<u>Patent #</u>	<u>Patent Date</u>
USA	Granted	501036	08/28/74	3,951,545	04/20/76
Title: PHOTOGRAPHIC PRINT APPARATUS					
USA	Granted	349648	02/17/82	4,506,824	03/26/85
Title: PAPER CUTTER					
USA	Granted	349650	02/17/82	4,443,099	04/17/84
Title: PHOTOGRAPHIC PRINTING SYSTEM					
USA	Granted	349649	02/17/82	4,441,807	04/10/84
Title: PHOTOGRAPHIC PRINTING SYSTEM INCLUDING AN IMPROVED MASKING C					
USA	Granted	596284	03/03/84	4,595,283	06/17/86
Title: APPARATUS AND METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER					
USA	Granted	614945	05/29/84	4,583,845	04/22/86
Title: PHOTOGRAPHIC PRINTER					
USA	Granted	747991	06/24/85	4,601,570	06/22/86
Title: PHOTOGRAPHIC MEDIA ACCUMALATOR SYSTEM					
USA	Granted	783089	10/02/85	4,629,312	12/16/86
Title: THERMAL MARKING SYSTEM FOR PHOTOGRAPHIC MEDIA					
USA	Inactive	482698	02/21/90		
Title: AUTOMATIC NEGATIVE TAPING SYSTEM FOR PHOTOGRAPHIC APERATURE					
USA	Awaiting further information to complete application				
Title: FILM CODING SYSTEM					
USA	Granted	34547		4,239,377	12/16/80
Title: PHOTOGRAPHIC PRINTER					
Germany	Granted	P2614099.8	04/01/76	2,614,099	03/22/79
Title: PHOTOGRAPHIC PRINTING APPARATUS SHUTTER					

<u>Country</u>	<u>Status</u>	<u>App. #</u>	<u>App. Date</u>	<u>Patent #</u>	<u>Patent Date</u>
Great Britain	Granted	13925176	04/06/76	1,540,485	05/02/79
Title: PHOTOGRAPHIC PRINTING APPARATUS SHUTTER					
Germany	Granted	P2614090.9	04/01/76	P2,614,090.9	04/02/76
Title: PHOTOGRAPHIC PRINTING APPARATUS LENS					
Great Britain	Granted	13924/76	04/05/76	1,540,651	04/06/76
Title: PHOTOGRAPHIC PRINTING APPARATUS LENS					
Germany	Granted	P3144756.2	11/12/81	3,144,756	04/11/85
Title: IMPROVED PHOTOGRAPHIC PRINTER					
Great Britain	Granted	8131738	10/21/81	2,090,004	09/19/84
Title: IMPROVED PHOTOGRAPHIC PRINTER					
Sweden	Granted	8107639-0	12/18/91	8,107,639-0	02/05/87
Title: IMPROVED PHOTOGRAPHIC PRINTER					
Great Britain	Granted	85302318.2	04/02/85	157,636	06/12/89
Title: APPARATUS & METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER					
Germany	Granted	P3571513.8	04/02/85	157,636	06/12/89
Title: APPARATUS & METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER					
Sweden	Granted	85302318.2	04/02/85	157,636	06/12/89
Title: APPARATUS & METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER					
Japan	Filed	70733/85	04/03/85		
Title: APPARATUS & METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER					
Canada	Granted			1,224,846	11/15/88
Title: APPARATUS & METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER					

<u>Country</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>App. #</u>	<u>App Date</u>
USA	1.106.553	11/21/78	127912	05/25/77

Mark: LUCHT
 Class #: 009 Goods/Services: Photofinishing Equipment Namely Film Processors & Package Printers

Action Due: 8 & 15 Filed
 Expires 11/21/98
 Renewal 05/21/98

USA	1,115.279	03/20/79	175890	06/26/78
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Mark: LUCHT
 Class #: 016 Goods/Services: Paper Cutters and Easels

Action Due: 8 & 15 Filed
 Expires 03/20/99
 Renewal 09/20/98

USA	1,674,859	02/11/92		
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Mark: COMBO PLUS
 Renewal 02/10/98

USA	1,680,137	03/24/92		
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Mark: CARDMATE
 Renewal 03/23/98

USA	1,698.910	07/07/92		
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Mark: EXCELLERATOR
 Renewal 07/06/99

USA	74-097309	Pending		
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Mark: SHOOTER AUTOLAB

USA	74-097310	Pending		
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Mark: SHOOTER

Following are unregistered trade names used by Lucht Engineering Inc.

- V-7
- VP-2
- Twin Drive, Sports Pak
- S-Plus, Bi Plane, Auto Max
- Step One
- Auto Film Advance & Editor
- Package Cutter, Auto Packager, Automatic Package Print Cutter, Package Marker
- Intelli Card
- Intelli Card II
- Photo Card Module
- Thermal Marker
- Easel
- BP Cutter
- Inspection Station
- Luchtar Lenses
- Manual Roll Film Carrier
- UPC
- Lens Drawer
- Stepper Motor Paper Mask
- LSB-2 White light Lamphouse
- LSB-2 Lamphouse W/Subt Flags
- QC Sort Station