

11-04-1998

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
M&G 838.211/218/219/220/221/222/223/224-US-01



BT

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100869237

To the Commissioner of Patents and Trademarks: Please record the attached documents or copy thereof.

MRD 10-S-98

1. Name of conveying party(ies):  
Fly Technologies, Inc.

Individuals       Association  
 General Partnership       Limited Partnership  
 Corporation-State of Texas  
 Other:

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Stearns Inc.  
1100 Stearns Drive  
Sauk Rapids, Minnesota 56379

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 designation is attached:  
 Yes       No  
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

Execution Date: September 17, 1998

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)  
( 75/271,122; 75/307,486; 75/307,490; and 75/337,817 )

B. Trademark Reg. No.(s)  
( 1,586,882; 1,608,327; and 1,894,491 )

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: D. Randall King  
Address: Merchant, Gould, Smith, Edell,  
Welter & Schmidt, P.A.  
3100 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-4131

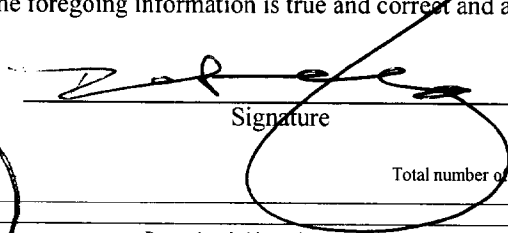
6. Total number of applications and trademarks involved: 7

7. Total fee (37 CFR 3.41): \$190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

D. Randall King            October 1, 1998  
Name of Person Signing      Signature      Date

11/02/1998 BNGUYEN 00000312 75271122  
01 FC:481 40.00 DP  
02 FC:482 150.00 DP

Total number of pages including cover sheet, attachments, and document: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

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TRADEMARK  
REEL: 1807 FRAME: 0384

## ASSIGNMENT

WHEREAS, Fly Technologies, Inc. ("Assignor"), a Texas corporation, having an office at 7450 Whitehall, Fort Worth, Texas 76118, is the owner of the trademarks and U.S. pending applications identified in the attached schedule;

WHEREAS, Stearns Inc. (Assignee"), a Minnesota corporation, having an office at 1100 Stearns Drive, Sauk Rapids, Minnesota 56379, is desirous of acquiring all right, title and interest in and to said trademarks and trademark applications;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Fly Technologies, Inc. has sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Stearns Inc. , its successors or assigns, the entire right, title and interest for all countries in and to said trademarks and trademark applications identified in the attached Schedule, including all common law trademark or trade name rights in said mark(s), and with the goodwill and other incidents of its business associated with or symbolized by said trademarks and the right to recover and have damages and profits for past infringement, if any.

Assignee acquired all of the business to which the marks pertain, and as of the effective date of this Assignment, such business was ongoing and existing.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its  
duly authorized corporate officer this 17<sup>th</sup> day of September, 1998.

Fly Technologies, Inc.,  
"Assignor"

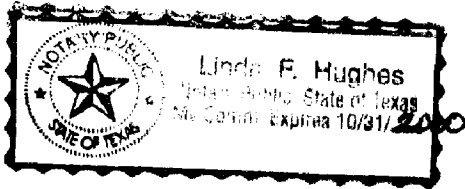
By Gerald C. Walton  
Printed Name Gerald C. Walton  
Title President

State of TEXAS )  
County of TARRANT ) SS

On this 17<sup>th</sup> day of September, 1998, before me, a Notary Public, within and for the county  
aforesaid, personally appeared Gerald C. Walton, who did say that he or she is President

of "Assignor" and that he or she executed said instrument on behalf of said  
corporation and with the full authority of its Board of Directors to do so.

Linda F. Hughes  
Notary Public



SCHEDULE

Pending Applications

MARK	SERIAL NO.	FILING DATE
TROUT CREEK	75/271,122	March 20, 1997
SEAL-TEX	75/307,486	May 27, 1997
SEAL-DRI	75/307,490	May 27, 1997
BASS TECH	75/337,817	July 22, 1997

Issued Registrations

MARK	REGISTRATION NO.	REGISTRATION DATE
SANTIVA	1,586,882	March 13, 1990
GLADES GEAR	1,608,327	July 31, 1990
FLY TECH	1,894,491	May 16, 1995