

09-18-2000



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FORM PTO 1594 (Rev. 6-93)

RECORDATION COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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

1. Name of conveying party(ies): Keystone Retaining Wall Systems, Inc.
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-Minnesota
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Petratch, Inc.
Internal Address:
Street Address: 4444 West 78th Street
City: Minneapolis State: MN ZIP: 55435
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-Minnesota [] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached [] Yes [] No

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: August 16, 2000

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,368,092
Additional numbers attached? [] Yes [X] No

B. Trademark Registration No.(s) 2,368,092

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jamie Nafziger
Internal Address: Dorsey & Whitney LLP
Street Address: 220 South Sixth Street
City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: 04-1420
(Attach duplicate copy of this page if paying by deposit account)

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.
Jamie Nafziger Name of person Signing
Signature: [Handwritten Signature] Date: 8/24/00
Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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

Commissioner of Patents and Trademarks
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TRADEMARK
REEL: 002137 FRAME: 0322

ASSIGNMENT OF TRADEMARK AND TRADEMARK REGISTRATION

WHEREAS, Keystone Retaining Wall Systems, Inc., a Minnesota corporation, having its principal place of business at 4444 West 78th Street, Minneapolis, Minnesota ("Assignor"), has adopted and used the marks identified as follows (the "Marks"):

TRADEMARK	COUNTRY	APPLICATION NO.	FILING DATE
PETRAFLEX	Malaysia	9711320	August 13, 1997
TRADEMARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
GEOLINK	Australia	804,556	August 20, 1999
GEOLINK	United States	2,368,092	July 18, 2000
PETRAFLEX	Australia	737781	March 13, 1998
PETRAFLEX	New Zealand	278896	December 23, 1997

WHEREAS, Petratch, Inc., a corporation organized and existing under the laws of the State of Minnesota, having its principal place of business at 4444 West 78th Street, Minneapolis, Minnesota ("Assignee"), desires to acquire the Marks and enjoy the protection of the registrations of the Marks:


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee all of its rights, title and interest in and to the Marks (including all claims for profits and damages by reason of past infringement of the Marks), together with the good will of the business symbolized by the Marks, and the registrations of the Marks.

Assignor covenants that it or its representatives will, upon request, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be effective as of 8/16/00, and shall be binding on the successors and assigns of Assignor, and shall inure to the benefit of the successors and assigns of Assignee.

KEYSTONE RETAINING WALL
SYSTEMS, INC.

Date: 8/16/00

By: 
William B. Dawson
President