

Med
2/21/2

03-07-2002

Form PTO-1594 (Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102006946

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

1. Name of conveying party(ies):
Starlink Special Assets, Inc.
Suite 202, 6400 Hwy. 290 E.
Austin, TX 78723
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Raven Industries
Internal
Address: _____
Street Address: 205 E. 6th St.
City: Sioux Falls State: SD Zip: 57117
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State S. Dakota
 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:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 12/5/2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/029614
78/029606 78/029612
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,103,132
2,065,497

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: William M. Mower
Internal Address: 3300 Wells Fargo Center
Street Address: 90 S. 7th Street
City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
N/A
FEB 21 2002

DO NOT USE THIS SPACE

9. Signature.
[Signature] 2/19/02
Name of Person Signing Signature Date

03/06/2002 0000123 78029614
01 FC:481 40.00 OP
02 FC:482 100.00 OP

Total number of pages including cover sheet, attachments, and document: 4
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002455 FRAME: 0833

**Intellectual Property Assignment Agreement
Starlink Special Assets, Inc.**

This Assignment is made by Starlink Special Assets, Inc., a Delaware corporation ("Assignor") to Raven Industries, Inc., a South Dakota corporation ("Assignee").

"Intellectual Property" means: (i) all inventions, discoveries, improvements, ideas, know-how, methodology, processes, and other proprietary technology (whether or not patentable), as well as all United States and foreign patents and patent applications (including all reissues, re-examinations, continuations, continuations-in-part, divisions, renewals or extensions thereof); (ii) all copyrights and copyrightable works, including but not limited to mask works, writings, designs, or other original works of authorship and derivative works thereof (including those for which registration has been applied, which are registered, or which are unregistered); (iii) all U.S., state and foreign trademarks, service marks, trade dress, trade and company names and other names, slogans and logos embodying indications of origin, and all goodwill associated therewith (including those for which registration has been applied, which are registered, or which are unregistered); (iv) all trade secrets including confidential and other non-public information for which there exists a right in any jurisdiction to limit the use or disclosure thereof, (v) all Internet web sites, domain names, and registrations or applications for registration thereof; (vi) all licenses, immunities, covenants not to sue and the like relating to any of the foregoing; and (vii) all books and records (including electronic) describing, recording or otherwise used in connection with any of the foregoing.

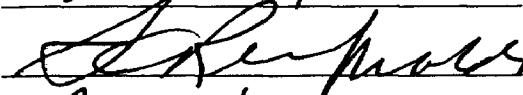
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee all right, title and interest in and to the Intellectual Property owned or claimed by Assignor, including without limitation, the items described on *Annex A* attached hereto.
2. At the request and expense of Assignee, its successors and assigns, Assignor, its successors and assigns, shall execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment
3. Assignor further covenants that Assignor, its successors and assigns, will not contest the validity or enforceability of any of the Intellectual Property rights conveyed herein.

This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Assignee and Assignor.

EXECUTED on the date indicated below.

Starlink Special Assets, Inc.

Date: December 5, 2001
By: 
Title: PRES / CEO

Annex A

Pending Patents

- | | | |
|----|----------------------------|--|
| 1. | Application No. 09/495,265 | Integrated Swath Guidance System (Continuation) |
| 2. | Application No. 09/263,982 | Center Point Differential GPS Irrigation Control |
| 3. | Application No. 09/766,086 | Method and Apparatus for Receiving Signals in Two Different Frequency Bands Using a Single Antenna |

Registered Patents

- | | | |
|----|----------------------|---|
| 1. | Patent No. 6,160,858 | MSK Signal Processing in a GPS Correlator Channel |
| 2. | Patent No. 6,104,979 | Integrated Swath Guidance System |
| 3. | Patent No. 6,088,384 | If-delay Narrow Correlation Tracking |
| 4. | Patent No. 5,999,795 | RF GPS Long Cable Driver |

Pending Trademarks

- | | | |
|----|--------------------|------------------|
| 1. | Reg. No. 2,103,132 | STARLINK |
| 2. | Reg. No. 2,065,497 | STARLINK INVICTA |

Pending Trademarks

- | | | |
|----|----------------------|------------------|
| 1. | Serial No. 78/029614 | GEON BY STARLINK |
| 2. | Serial No. 78/029612 | STARLINK GEON |
| 3. | Serial No. 78/029606 | GEON |

ASSIGNMENT OF REGISTERED AND PENDING TRADEMARKS

WHEREAS, Starlink Special Assets, Inc., a Delaware corporation ("Assignor") is the owner of the following trademarks which are pending and/or registered with the United States Patent and Trademark Office:

Registered Marks

<u>Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>
2,103,132	STARLINK	10/7/1997
2,065,497	STARLINK INVICTA	5/27/1997

Pending Applications

<u>Serial No.</u>	<u>Mark</u>	<u>App. Date</u>
78/029614	GEON BY STARLINK	10/7/2000
78/029612	STARLINK GEON	10/7/2000
78/029606	GEON	10/7/2000; and

WHEREAS, Raven Industries, Inc., a South Dakota corporation, having its principal place of business at 205 East 6th Street, Sioux Falls, South Dakota 57117 ("Assignee"), desires to acquire said pending and registered trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Starlink Special Assets, Inc. hereby assigns to Raven Industries, Inc., all right, title and interest in and to said registered trademarks and pending applications, together with the goodwill of the business symbolized by said trademarks.

Signed at AUSTIN, TX, this 5 day of DECEMBER, 2001.

STARLINK SPECIAL ASSETS, INC.

By: [Signature]
Its: PRESIDENT

STATE OF TEXAS)
)ss
COUNTY OF Travis)

This instrument was acknowledged before me on the 5th day of December, 2001, by Gary A. Reynolds, who represented himself as President of Starlink Special Assets, Inc., and acknowledged that he executed the foregoing Assignment of Registered and Pending Trademarks on behalf of said Assignor and pursuant to authority duly received.

 [Signature]
Notary Public

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):
 Starlink Special Assets, Inc.
 Suite 202, 6400 Hwy. 290 E.
 Austin, TX 78723

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

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

2. Name and address of receiving party(ies)
 Name: Raven Industries
 Internal
 Address: _____

Street Address: 205 E. 6th St.
 City: Sioux Falls State: SD Zip: 57117

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State S. Dakota
 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:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/5/2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 78/029614
78/029606 78/029612

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,103,132
2,065,497

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: William M. Mower
 Internal Address: 3300 Wells Fargo Center

Street Address: 90 S. 7th Street

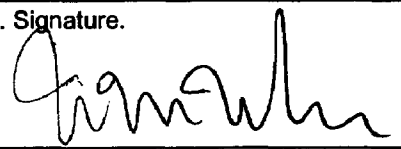
City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

DO NOT USE THIS SPACE

9. Signature.

 Name of Person Signing: William M. Mower Signature: _____ Date: 2/19/02

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

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

**Intellectual Property Assignment Agreement
Starlink Special Assets, Inc.**

This Assignment is made by Starlink Special Assets, Inc., a Delaware corporation ("Assignor") to Raven Industries, Inc., a South Dakota corporation ("Assignee").

"Intellectual Property" means: (i) all inventions, discoveries, improvements, ideas, know-how, methodology, processes, and other proprietary technology (whether or not patentable), as well as all United States and foreign patents and patent applications (including all reissues, re-examinations, continuations, continuations-in-part, divisions, renewals or extensions thereof); (ii) all copyrights and copyrightable works, including but not limited to mask works, writings, designs, or other original works of authorship and derivative works thereof (including those for which registration has been applied, which are registered, or which are unregistered); (iii) all U.S., state and foreign trademarks, service marks, trade dress, trade and company names and other names, slogans and logos embodying indications of origin, and all goodwill associated therewith (including those for which registration has been applied, which are registered, or which are unregistered); (iv) all trade secrets including confidential and other non-public information for which there exists a right in any jurisdiction to limit the use or disclosure thereof, (v) all Internet web sites, domain names, and registrations or applications for registration thereof; (vi) all licenses, immunities, covenants not to sue and the like relating to any of the foregoing; and (vii) all books and records (including electronic) describing, recording or otherwise used in connection with any of the foregoing.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee all right, title and interest in and to the Intellectual Property owned or claimed by Assignor, including without limitation, the items described on *Annex A* attached hereto.
2. At the request and expense of Assignee, its successors and assigns, Assignor, its successors and assigns, shall execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment
3. Assignor further covenants that Assignor, its successors and assigns, will not contest the validity or enforceability of any of the Intellectual Property rights conveyed herein.

This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Assignee and Assignor.

EXECUTED on the date indicated below.

Starlink Special Assets, Inc.

Date: December 5, 2001
By: [Signature]
Title: PRES / CEO

Annex A

Pending Patents

- | | | |
|----|----------------------------|--|
| 1. | Application No. 09/495,265 | Integrated Swath Guidance System (Continuation) |
| 2. | Application No. 09/263,982 | Center Point Differential GPS Irrigation Control |
| 3. | Application No. 09/766,086 | Method and Apparatus for Receiving Signals in Two Different Frequency Bands Using a Single Antenna |

Registered Patents

- | | | |
|----|----------------------|---|
| 1. | Patent No. 6,160,858 | MSK Signal Processing in a GPS Correlator Channel |
| 2. | Patent No. 6,104,979 | Integrated Swath Guidance System |
| 3. | Patent No. 6,088,384 | If-delay Narrow Correlation Tracking |
| 4. | Patent No. 5,999,795 | RF GPS Long Cable Driver |

Pending Trademarks

- | | | |
|----|--------------------|------------------|
| 1. | Reg. No. 2,103,132 | STARLINK |
| 2. | Reg. No. 2,065,497 | STARLINK INVICTA |

Pending Trademarks

- | | | |
|----|----------------------|------------------|
| 1. | Serial No. 78/029614 | GEON BY STARLINK |
| 2. | Serial No. 78/029612 | STARLINK GEON |
| 3. | Serial No. 78/029606 | GEON |

ASSIGNMENT OF REGISTERED AND PENDING TRADEMARKS

WHEREAS, Starlink Special Assets, Inc., a Delaware corporation ("Assignor") is the owner of the following trademarks which are pending and/or registered with the United States Patent and Trademark Office:

Registered Marks

<u>Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>
2,103,132	STARLINK	10/7/1997
2,065,497	STARLINK INVICTA	5/27/1997

Pending Applications

<u>Serial No.</u>	<u>Mark</u>	<u>App. Date</u>
78/029614	GEON BY STARLINK	10/7/2000
78/029612	STARLINK GEON	10/7/2000
78/029606	GEON	10/7/2000; and

WHEREAS, Raven Industries, Inc., a South Dakota corporation, having its principal place of business at 205 East 6th Street, Sioux Falls, South Dakota 57117 ("Assignee"), desires to acquire said pending and registered trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Starlink Special Assets, Inc. hereby assigns to Raven Industries, Inc., all right, title and interest in and to said registered trademarks and pending applications, together with the goodwill of the business symbolized by said trademarks.

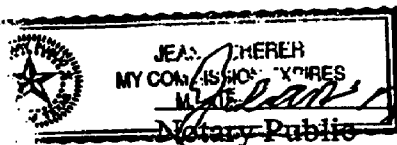
Signed at AUSTIN, TX, this 5 day of DECEMBER, 2001.

STARLINK SPECIAL ASSETS, INC.

By: [Signature]
Its: PRESIDENT

STATE OF TEXAS)
)ss
COUNTY OF Travis)

This instrument was acknowledged before me on the 5th day of December, 2001, by Gary A. Reynolds, who represented himself as President of Starlink Special Assets, Inc., and acknowledged that he executed the foregoing Assignment of Registered and Pending Trademarks on behalf of said Assignor and pursuant to authority duly received.



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):
Starlink Special Assets, Inc.
Suite 202, 6400 Hwy. 290 E.
Austin, TX 78723

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

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

2. Name and address of receiving party(ies)
Name: Raven Industries
Internal
Address: _____

Street Address: 205 E. 6th St.
City: Sioux Falls State: SD Zip: 57117

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State S. Dakota
 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:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/5/2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 78/029614
78/029606 78/029612

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,103,132
2,065,497

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: William M. Mower
 Internal Address: 3300 Wells Fargo Center

 Street Address: 90 S. 7th Street

 City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

DO NOT USE THIS SPACE

9. Signature.

 Name of Person Signing: William M. Mower Signature: _____ Date: 2/19/02

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**Intellectual Property Assignment Agreement
Starlink Special Assets, Inc.**

This Assignment is made by Starlink Special Assets, Inc., a Delaware corporation ("Assignor") to Raven Industries, Inc., a South Dakota corporation ("Assignee").

"Intellectual Property" means: (i) all inventions, discoveries, improvements, ideas, know-how, methodology, processes, and other proprietary technology (whether or not patentable), as well as all United States and foreign patents and patent applications (including all reissues, re-examinations, continuations, continuations-in-part, divisions, renewals or extensions thereof); (ii) all copyrights and copyrightable works, including but not limited to mask works, writings, designs, or other original works of authorship and derivative works thereof (including those for which registration has been applied, which are registered, or which are unregistered); (iii) all U.S., state and foreign trademarks, service marks, trade dress, trade and company names and other names, slogans and logos embodying indications of origin, and all goodwill associated therewith (including those for which registration has been applied, which are registered, or which are unregistered); (iv) all trade secrets including confidential and other non-public information for which there exists a right in any jurisdiction to limit the use or disclosure thereof, (v) all Internet web sites, domain names, and registrations or applications for registration thereof; (vi) all licenses, immunities, covenants not to sue and the like relating to any of the foregoing; and (vii) all books and records (including electronic) describing, recording or otherwise used in connection with any of the foregoing.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee all right, title and interest in and to the Intellectual Property owned or claimed by Assignor, including without limitation, the items described on *Annex A* attached hereto.
2. At the request and expense of Assignee, its successors and assigns, Assignor, its successors and assigns, shall execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment
3. Assignor further covenants that Assignor, its successors and assigns, will not contest the validity or enforceability of any of the Intellectual Property rights conveyed herein.

This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Assignee and Assignor.

EXECUTED on the date indicated below.

Starlink Special Assets, Inc.

Date: December 5, 2001
By: [Signature]
Title: PRES / CEO

Annex A

Pending Patents

- | | | |
|----|----------------------------|--|
| 1. | Application No. 09/495,265 | Integrated Swath Guidance System (Continuation) |
| 2. | Application No. 09/263,982 | Center Point Differential GPS Irrigation Control |
| 3. | Application No. 09/766,086 | Method and Apparatus for Receiving Signals in Two Different Frequency Bands Using a Single Antenna |

Registered Patents

- | | | |
|----|----------------------|---|
| 1. | Patent No. 6,160,858 | MSK Signal Processing in a GPS Correlator Channel |
| 2. | Patent No. 6,104,979 | Integrated Swath Guidance System |
| 3. | Patent No. 6,088,384 | If-delay Narrow Correlation Tracking |
| 4. | Patent No. 5,999,795 | RF GPS Long Cable Driver |

Pending Trademarks

- | | | |
|----|--------------------|------------------|
| 1. | Reg. No. 2,103,132 | STARLINK |
| 2. | Reg. No. 2,065,497 | STARLINK INVICTA |

Pending Trademarks

- | | | |
|----|----------------------|------------------|
| 1. | Serial No. 78/029614 | GEON BY STARLINK |
| 2. | Serial No. 78/029612 | STARLINK GEON |
| 3. | Serial No. 78/029606 | GEON |



ASSIGNMENT OF REGISTERED AND PENDING TRADEMARKS

WHEREAS, Starlink Special Assets, Inc., a Delaware corporation ("Assignor") is the owner of the following trademarks which are pending and/or registered with the United States Patent and Trademark Office:

Registered Marks

<u>Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>
2,103,132	STARLINK	10/7/1997
2,065,497	STARLINK INVICTA	5/27/1997

Pending Applications

<u>Serial No.</u>	<u>Mark</u>	<u>App. Date</u>
78/029614	GEON BY STARLINK	10/7/2000
78/029612	STARLINK GEON	10/7/2000
78/029606	GEON	10/7/2000; and

WHEREAS, Raven Industries, Inc., a South Dakota corporation, having its principal place of business at 205 East 6th Street, Sioux Falls, South Dakota 57117 ("Assignee"), desires to acquire said pending and registered trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Starlink Special Assets, Inc. hereby assigns to Raven Industries, Inc., all right, title and interest in and to said registered trademarks and pending applications, together with the goodwill of the business symbolized by said trademarks.

Signed at AUSTIN, TX, this 5 day of DECEMBER, 2001.

STARLINK SPECIAL ASSETS, INC.

By: [Signature]
Its: PRESIDENT

STATE OF TEXAS)
)ss
COUNTY OF Travis)

This instrument was acknowledged before me on the 5th day of December, 2001, by Gary A. Reynolds, who represented himself as President of Starlink Special Assets, Inc., and acknowledged that he executed the foregoing Assignment of Registered and Pending Trademarks on behalf of said Assignor and pursuant to authority duly received.

 JEAN THERES
MY COMMISSION EXPIRES
DATE [Signature]
Notary Public

**MASLON
EDELMAN
BORMAN
& BRAND**

*Limited
Liability Partnership*

MARVIN BORMAN
NEIL I. SELL
JEROME B. SIMON
WILLIAM E. MULLIN
WILLIAM Z. PENTELOVITCH
JOSEPH ALEXANDER
GARY J. HAUGEN
GEOFFREY P. JARPE
BARRY A. GERSICK
CHARLES BANS
MARK BAUMANN
DAVID F. HERR
R. LAWRENCE PURDY
JAMES D. O'CONNOR
RICHARD G. WILSON
HOWARD B. TARKOW
WILLIAM M. MOWER, P.A.
LARRY A. KOCH, P.A.
VIRGINIA A. BELL
JUSTIN H. PERL
COOPER S. ASHLEY
SALLY STOLEN GROSSMAN
MARTIN R. ROSENBAUM
TERRI KRIVOSHA
MARY E. VASALY
JOHN W. PROVO
EDWIN CHANIN
CLARK T. WHITMORE
WAYNE S. MOSKOWITZ
CHARLES A. HOFFMAN
MARK W. LEE
ALAIN M. BAUDRY
RICHARD A. KEMPF
SUSAN E. OLIPHANT
JONATHAN S. PARRITZ
KIRK O. KOLBO
BRIAN J. KLEIN
JAMES F. KILLIAN
JAMES F. HANNEMAN
SHERYL G. MORRISON
DOUGLAS T. HOLOD
ANDREW N. JACOBSON
PENNY R. HEABERLIN
MICHAEL C. MCCARTHY
PHILIP J. TILTON
CYNTHIA G. GILBERTSON
R. CHRISTOPHER SUR
SHAWN R. McINTEE
HOWARD A. ROSTON
KAREN BJORKMAN
MARGARET D. LUPKES
MELISSA M. WELDON
LAURA E. WALVOORD
CHRISTOPHER J. MELSHA
AMY J. SWEDBERG
ALAN M. GILBERT
DENNIS R. WEIRENS
KAI H. RICHTER
SCOTT L. GOODROAD
JILL D. SCHLICK
MARGARET A. GARVIN
DAWN C. VAN TASSEL
PAUL D. CHESTOVICH
J. ALISON MORRIS
ELIZABETH J. ANDERSON
ELIZABETH E. SNYDER

OF COUNSEL
MARTIN G. WEINSTEIN
MICHAEL L. SNOW
THOMAS H. BORMAN
LORRIE L. SALZL
ROYCE N. SANNER
SUSAN J. LINK

RETIRED
CHARLES QUAINANCE, JR.
ROBERT A. ENGELKE

SAMUEL H. MASLON
1901-1988

HYMAN EDELMAN
1905-1993

RUSSELL F. LEDERMAN
1960-1999

3300 WELLS FARGO CENTER
90 SOUTH SEVENTH STREET
MINNEAPOLIS, MINNESOTA 55402-4140
(612) 672-8200
FAX (612) 672-8397
www.maslon.com

WRITER'S DIRECT DIAL
(612) 672-8358

Email: bill.mower@maslon.com

February 19, 2002

Commissioner of Patents & Trademarks
ATTN: BOX ASSIGNMENTS
U.S. Patent & Trademark Office
2900 Crystal Dr.
Arlington, VA 22202-3513



02-21-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #74

RE: Assignment of Registered and Pending Trademarks
Conveying Party: Starlink Special Assets, Inc.
Receiving Party: Raven Industries, Inc.

Dear Sir or Madam:

Enclosed for recordal on behalf of Raven Industries, Inc., please find the original and two copies of the following documents:

1. Recordation Form Cover Sheet;
2. Intellectual Property Assignment Agreement regarding Trademark Reg. Nos. 2,103,132 and 2,065,497; and Pending Application Serial Nos. 78/029614, 78/029606 and 78/029612.

Also enclosed is a check made payable to the Commissioner of Patents & Trademarks in the amount of \$140.00 for the required recordation fees.

Kindly acknowledge your receipt and acceptance of this filing by stamping and returning the enclosed postcard. Thank you.

Very truly yours,

William M. Mower

WMM/sdm/190583
Enclosures

RECORDED: 02/21/2002

TRADEMARK
REEL: 002455 FRAME: 0845