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03-07-2002

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

102006945

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

1. Name of conveying party(ies):  
Starlink, Inc.  
500 Center Ridge Dr., Suite 600  
Austin, TX 78753

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State -Texas  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Starlink Special Assets, Inc.  
Internal Address: Suite 202  
Street Address: 6400 Hwy. 290 E.  
City: Austin State: TX Zip: 78723

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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: 12/3/2001

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

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 Mower  
Internal Address: 3300 Wells Fargo Center  
\_\_\_\_\_

Street Address: 90 S. 7th Street  
\_\_\_\_\_

City: Minneapolis State: MN Zip: 55402

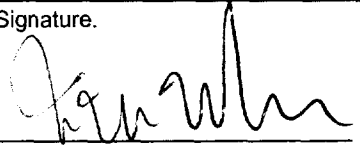
6. Total number of applications and registrations involved: 5

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

8. Deposit account number: N/A

**RECEIVED**  
**FEB 21 2002**

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

03/06/2002 DBYRNE 00000124 78029614  
01 FC:481 40.00 DP  
02 FC:482 100.00 DP

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

TRADEMARK  
REEL: 002460 FRAME: 0257

**Intellectual Property Assignment Agreement  
Starlink, Incorporated**

This Assignment is made by Starlink, Incorporated, a Texas corporation ("Assignor") to Starlink Special Assets, Inc., ("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, Incorporated.

Date: 12/3/01 (effective after the close of business 12/4/01)

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, Incorporated, a Texas 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, Starlink Special Assets, Inc., a Delaware corporation, having its principal place of business at 6400 Hwy. 290 East, Suite 202, Austin, Texas 78723 ("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, Incorporated hereby assigns to Starlink Special Assets, 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, INCORPORATED

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, Incorporated, 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

## Annex A

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By: 

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