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

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

1. Name of conveying party(ies):

Telsmith, Inc.

3-11-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 1, 2001

2. Name and address of receiving party(ies)

Name: TI Services, Inc.

Internal Address:

Street Address: Hwy. 28 East

City: Morris State: MN 56267

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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

OFFICE OF PATENT RECORDS & COMMUNICATIONS FINANCE SECTION MAR 11 PM 12:02

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

A. Trademark Application No.(s)

See attached list

B. Trademark Registration No.(s)

See attached list

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David J. Hill

Internal Address: Chambliss, Bahner & Stophel

Street Address: 1000 Tallan Building

Two Union Square

City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41): \$ 565.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

David J. Hill

Name of Person Signing

[Signature]

Signature

2/28/02

Date

Total number of pages including cover sheet, attachments, and document: 6

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

04/02/2002 GTON11 00000182 1035551

01 FC:481 40.00 DP 02 FC:482 525.00 DP

TRADEMARK REEL: 002473 FRAME: 0421

EXHIBIT A
Telsmith/TI Services

Country	Registration Number	Trademark
USA	1,035,551	BARBER-GREENE
USA	557,566	BARBER-GREENE design
USA	1,166,154	DYNA-FOLD
USA	1,150,212	DYNAPLANE
USA	522,901	GYRASPHERE
USA	1,286,961	MANAGEMATE
USA	802,199	MICRO-GUIDE
USA	843,656	QUIKLOK
USA	1,152,139	RECYCLOMAT
USA	1,878,451	ROAD-KING
USA	2,464,385	SILVER BULLETS
USA	746,042	SMITHBOND
USA	1,037,294	SPECMAKER
USA	1,728,916	STRATACRAWLER & design
USA	518,304	SUPER-SCRUBBER
USA	515,271	TELSMITH
USA	1,715,039	TELSMITH & design
USA	2,063,292	VALU-KING
USA	902,159	VFC
USA	523,684	VIBRO-KING
USA	1,646,385	SILVER BULLETS

Country	Application Number	Trademark
USA	75/932,796	DYNAMIC ADJUST

TRADEMARK ASSIGNMENT

This Assignment is made as of the first day of June, 2001, by Telsmith, Inc., a Wisconsin corporation, having an office and principal place of business in Mequon, Wisconsin (hereinafter referred to as "Assignor").

WITNESSETH

WHEREAS, Assignor owns the registered trademarks and the trademarks that are the subject of pending applications for registration which are listed on the attached Exhibit A (hereinafter referred to collectively as "the Registered Marks") and other unregistered trademarks which are not the subject of pending applications for registration, including those listed on the attached Exhibit B (hereinafter referred to collectively as "the Unregistered Marks") (said Registered Marks and Unregistered Marks being hereinafter referred to collectively as "the Trademarks"); and

WHEREAS each of the Trademarks is associated with certain of Assignor's products and/or services, or those of one or more related companies; and

WHEREAS each of the Trademarks symbolizes at least a portion of the goodwill of Assignor's business; and

WHEREAS Assignor and TI Services, Inc., a Minnesota corporation, having an office and principal place of business in Morris, Minnesota (hereinafter referred to as "Assignee"), and certain of their affiliates and related companies are engaged in a reorganization of the relative rights and obligations of each to the others (hereinafter referred to as "the Reorganization"); and

WHEREAS, as a part of the Reorganization and pursuant to a Stock Subscription Agreement of even date herewith (hereinafter referred to as "the Subscription Agreement"), Assignee has acquired the Trademarks, together with the goodwill of Assignor's business symbolized thereby;

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, the consideration set forth in the Subscription Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of any of the Trademarks, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Trademarks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Trademarks, and otherwise fully carrying out the terms of this Assignment.

6. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.
7. Exhibits A and B are expressly made part of this Assignment, are incorporated herein by reference, and shall be given the same force and effect as if said Exhibits were included within the body of this Assignment.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first written above.

TELSMITH, INC.

By: E. Stephen J. St.
Its: Ant. Sney.

EXHIBIT B