

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

FORM PTO-1594 (Modified) (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Copyright 1994-97 LegalStar TM05/REV03

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):
Ransco Industries Limited Partnership

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Despatch Industries Limited Partnership
Internal Address: _____
Street Address: 63 St. Anthony Parkway
City: Minneapolis State: MN ZIP: 55418

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 27, 2002

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

| | |
|---------------------------------|---|
| A. Trademark Application No.(s) | B. Trademark Registration No.(s) |
| | 1,955,634 |
| | 1,971,702 |
| | 1,975,224 |
| Additional numbers | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

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

Name: David C. West
Internal Address: Fredrikson & Byron, P.A.

Street Address: 4000 Pillsbury Center
200 South Sixth Street
City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and registrations involved:..... **3**

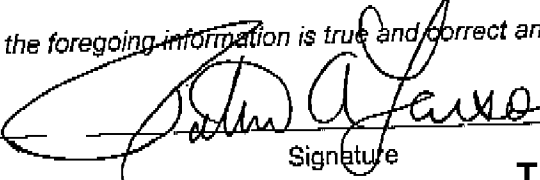
7. Total fee (37 CFR 3.41):.....\$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
061910

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.

Patricia A. Larson  September 6, 2002
Name of Person Signing Signature Date

700016985

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002541 FRAME: 0761

**ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

WHEREAS, Ransco Industries Limited Partnership, a Minnesota Limited Partnership having offices at 63 St. Anthony Parkway, Minneapolis, Minnesota 55418 (hereinafter "Assignor"), owns certain intellectual property, including, but not limited to, trademarks, service marks and related federal registrations (hereinafter referred to as "Intellectual Property"), as set forth on the attached Schedule A; and

WHEREAS, Despatch Industries Limited Partnership, a Minnesota Limited Partnership having offices at 63 St. Anthony Parkway, Minneapolis, Minnesota 55418 (hereinafter "Assignee") is desirous of acquiring any and all rights in and to the Intellectual Property and any registrations therefore, together with the goodwill of the business in connection with which the Intellectual Property is used, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, Assignee is a successor to the business of Assignor to which the Mark and the application pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Intellectual Property and any registrations or common law trademarks therefore for the United States and throughout the world, together with the goodwill of the business associated with which the Intellectual Property is used, along with the right to recover for damages and profits for past infringements thereof;

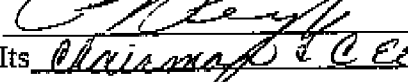
Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Intellectual Property in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

ASSIGNOR:

RANSCO INDUSTRIES LIMITED PARTNERSHIP

By RANSCO INDUSTRIES GP, INC.
Managing Partner and General Partner

Date: July 27, 2002

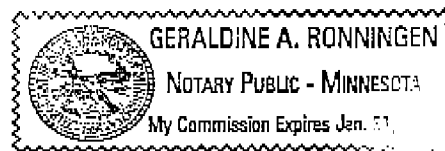
By: 
Its Chairman & CEO

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 27th day of July, 2002, before me appeared Patrick J. Peyton, who being by me duly sworn did depose and say that he is the Chairman - CEO of Ransco Industries GP, Inc., the Managing Partner and General Partner of Ransco Industries Limited Partnership, a Minnesota limited partnership, the partnership described in, and which executed, the foregoing instrument, who acknowledged that he signed it as a free act on behalf of said partnership with authority to do so.

Geraldine A. Ronningen
Notary Public

#2668973\2



SCHEDULE A

| MARK | REGISTRATION/ SERIAL NUMBER | REGISTRATION/ FILING DATE |
|---------------------------|--|--|
| CACTAS (stylized letters) | 1,955,634 | February 13, 1996 |
| DSMA | 1,971,702 | April 30, 1996 |
| DSMA/RANSCO | 1,975,224 | May 21, 1996 |