

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Vec Technology, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other: _____

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

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

Vec Industries, L.L.C.
2900 IDS Center
80 South 8th Street
Minneapolis, MN 55402

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of _____
 Other: a Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be 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: September 25, 2002

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

A. Trademark Application No.(s)/ Mark(s) B. Trademark Reg. No.(s)/Mark(s)

Reg. No. **2,672,662 - VEC**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: John L. Beard, Esq.
 Address: MERCHANT & GOULD P.C.
 P.O. Box 2910
 Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 1

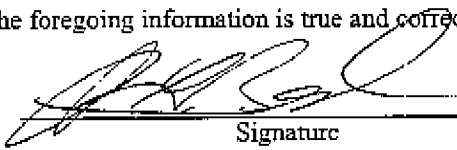
7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

John L. Beard
 Name of Person Signing  Signature 5/8/03 Date

Total number of pages including cover sheet, attachments, and document: 2

Do not detach this portion

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

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF TRADEMARK

This is an Assignment from Vec Technology, Inc. (hereinafter "Assignor"), a corporation organized and existing under the laws of the State of Delaware and having a place of business at 639 Keystone Road, Greenville, Pennsylvania 16125 to Vec Industries, L.L.C. (hereinafter "Assignee"), a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at 2900 IDS Center, 80 South 8th Street, Minneapolis, Minnesota 55402.

WHEREAS, Assignor is the owner of record of the U.S. Trademark "VEC", U.S. Reg. No. 2,672,662 registered January 7, 2003, including the goodwill associated therewith (herein after the "Trademark"); and

WHEREAS, the parties desire that Assignee own the entire right, title and interest in and to the Trademark, including the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the Trademark, along with the goodwill associated therewith, and further including the right to sue and recover for past damages, said Assignment to be effective as of September 25, 2002.

ASSIGNOR hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as the owner of record of the applied for and registered Trademark.

ASSIGNOR further agrees, at the request of the Assignee and without charge or cost to Assignee, to execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in Assignor's possession or under its control that may be reasonably required to carry out the terms and intent of this Assignment; and to fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of

