


Form FTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	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): Sheldahl, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Minnesota <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: Northfield Acquisition Co. Internal Address: _____ Street Address: 1150 Sheldahl Road City: Northfield State: MN Zip: 55057-9444 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____ <small>if assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from assignment)</small> <small>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 08-29-2002	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 2,446,884 and 18 add'l reg. and 1 appl. on Schedule A Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: David Rozenblat, Esq. Internal Address: SONNENSCHN, NATH & ROSENTHAL Street Address: P.O. Box #061080 Wacker Drive Station, Sears Tower City: Chicago State: IL Zip: 60606-1080	6. Total number of applications and registrations involved: 20 7. Total fee (37 CFR 3.41)..... \$ 515.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to American Express Account 8. Deposit account number: 19-3140 for deficiency in fees	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> David Rozenblat, Esq. Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> June 5, 2003 Date </div> </div> <div style="text-align: right; margin-top: 5px;"> <small>Total number of pages including cover sheet, attachments, and document:</small> 8 </div>		

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

OP \$515.00 76793215

Schedule A**TRADEMARK INTELLECTUAL PROPERTY
OF SHELDAHL, INC.**

The following is a partial listing of trademarks, trademark registrations and trademark applications owned by Sheldahl, Inc. as of the date of the Asset Purchase Agreement. This listing is without limitation as to any other items shown to have been owned by Sheldahl, Inc. as of the date of the Asset Purchase Agreement, and/or any common law rights.

I. U.S. Trademark Registrations and Applications

U.S. Trademark Registration No. 2,446,884 - Registered 4/24/01 - Comclad
U.S. Trademark Registration No. 1,934,475 - Registered 11/7/95 - Density Patch.
U.S. Trademark Registration No. 1,364,477 - Registered 10/8/85 - Flexbase.
U.S. Trademark Registration No. 1,363,359 - Registered 10/1/85 - Flexconnect.
U.S. Trademark Registration No. 1,360,541 - Registered 9/17/85 - Flexswitch.
U.S. Trademark Registration No. 1,847,641 - Registered 8/2/94 - Hingeflex.
U.S. Trademark Registration No. 1,641,980 - Registered 4/23/91 - Novaclad.
U.S. Trademark Registration No. 1,749,269 - Registered 1/26/93 - Novaflex.
U.S. Trademark Registration No. 1,851,062 - Registered 8/23/94 - Novalink.
U.S. Trademark Registration No. 2,042,247 - Registered 3/4/97 - Reelflex.
U.S. Trademark Registration No. 1,111,677 - Registered 1/23/79 - Sheldahl.

U.S. Trademark Registration No. 1,111,790 - Registered 1/23/79 - SS Sheldahl.
U.S. Trademark Registration No. 1,829,119 - Registered 4/5/94 - Shelcoat.
U.S. Trademark Registration No. 1,961,014 - Registered 3/5/96 - Viagrid.
U.S. Trademark Registration No. 2,327,679 - Registered 3/14/00 - Viathin.
U.S. Trademark Registration No. 1,698,839 - Registered 7/7/92 - Z-Link.
U.S. Pending Trademark Application - Accentia - Filing No. 75/793,215 - Filing date 9/7/99.
U.S. Trademark Registration No. 2,458,183 - Registered 6/5/2001 - Comflex.
U.S. Trademark Registration No. 2,525,428 - Registered 1/1/2002 - Penclad.
U.S. Pending Trademark Application - Thin Foil - Filing No. 75/788,909 - Filing date 8/31/99.

II. Non-U.S. Trademark Registrations and Applications

Canada Trademark Registration No. TMA190617 - Registered 5/4/73 - Split Roll & Design
Benelux Trademark Registration No. 364657 - Registered 2/27/80 - Flexswitch
France Trademark Registration No. 54355394 - Registered 11/7/94 - Viagrid
France Trademark Registration No. 1572057 - Registered 1/25/90 - Flexswitch
France Trademark Registration No. 54355494 - Registered 11/7/94 - Novaclad

France Trademark Registration No. 42701792 – Registered 7/16/92 – Z Link
Germany Trademark Registration No. 39402229 – Registered 8/10/95 – Viagrid
Germany Trademark Registration No. 39402716 – Registered 5/19/95 – Novaclad
Germany Trademark Registration No. 2055250 – Registered 1/27/94 – Z-Link
Italy Trademark Registration No. 635273 – Registered 11/23/94 – Z-Link
United Kingdom Trademark Registration No. 2003361 – Registered 11/23/94 – Novaclad
United Kingdom Trademark Registration No. 1189223 – Registered 1/25/83 – Sheldahl
United Kingdom Trademark Registration No. 2003360 – Registered 11/23/94 – Viagrid
Japan Trademark Registration No. 2540245 – Registered 5/31/93 – Sheldahl
Japan Trademark Registration No. 3351334 – Registered 10/9/97 – Viagrid
Japan Trademark Registration No. 4244364 – Registered 2/26/99 – Novaclad
Pending Canada Trademark Application – Flexbond – Filing No. 089135100 – Filing date 9/24/98

TRADEMARK ASSIGNMENT

WHEREAS, SHELDAHL, INC., a Minnesota Corporation (hereinafter referred to as "Assignor"), has adopted, used, and is using in its business certain trademarks, has acquired good will associated with and symbolized by said trademarks, and has not abandoned the same, and is the owner of all right, title and interest of certain trademark registrations of said marks and applications therefor in the United States Patent and Trademark Office and in the trademark offices of countries foreign to the U.S. (hereinafter referred to as the "Trademark Intellectual Property") identified in Schedule A attached hereto; and

WHEREAS, NORTHFIELD ACQUISITION CO., a Delaware Corporation (hereinafter referred to as "Assignee"), is desirous of acquiring the entire domestic and foreign right, title and interest in and to the Trademark Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns, pursuant to the terms of that certain Asset Purchase Agreement between Assignor and Assignee dated as of May 29, 2002 (as amended, the "Asset Purchase Agreement") its full and exclusive rights in and to the Trademark Intellectual Property in the U.S. and every foreign country together with the goodwill of the business associated with and symbolized by the trademarks, and the applications and registrations thereof, including all common-law and other rights in said trademarks, all claims, demands and causes of action, both at law and in equity, that Assignor may have, or may hereinafter acquire, on account of any infringement of said trademarks, and the applications and registrations thereof, prior to the date hereof, and does hereby empower Assignee, and its successors in interest, to sue for and collect the same, to its and their own absolute use.

UPON SAID CONSIDERATION, Assignor conveys to the Assignee the right to make application in its own behalf for protection of the Trademark Intellectual Property in the U.S. and countries foreign to the U.S. and to claim under any international arrangement for any such application the date of any earlier U.S. application (or any other application on the trademark) to gain priority with respect to other applications.

ASSIGNOR DOES HEREBY COVENANT and agree with the Assignee that Assignor will cooperate to effectuate the recordation of this transfer, that Assignor will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining trademark registrations of the United States or of any and all foreign countries on the trademark, and in enforcing any rights or choses in action accruing as a result of such applications or registrations, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

This assignment is made and accepted upon and subject to the provisions under the Asset Purchase Agreement. Nothing contained in this assignment shall be deemed to supercede, enlarge on or modify any of the obligations, agreements, covenants or warranties of Seller or Buyer contained in the Asset Purchase Agreement. If any conflict exists between the terms of this assignment and the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

Signature Page To Follow
Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Assignor has caused one of its officers to hereunder set his hand on the date shown below.

Date 8/29/02

SHELD AHL, INC.

By: B. Pouliquen

Name: Benoit Pouliquen

Title: Chief Executive Officer and President

STATE OF Minnesota)
COUNTY OF Rice) ss:

On this 29 day of August, 2002, before me, a Notary Public in and for said county, appeared Benoit Pouliquen, who is personally known to me to be the same person whose name is subscribed to the foregoing Trademark Assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Debra K. Larsen

{SEAL}

My Commission Expires: 1/31/05

