

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TSI Incorporated		06/02/2003	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Beta LaserMike, Inc.
Street Address:	8001 Technology Blvd.
City:	Dayton
State/Country:	OHIO
Postal Code:	45424
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number
Registration Number:	2089188
Registration Number:	2206683
Registration Number:	2245999
Registration Number:	2069695
Registration Number:	2096960

CORRESPONDENCE DATA

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3319  
 Email: mroberts@sidley.com  
 Correspondent Name: Elisabeth A. Evert, Esq.  
 Address Line 1: 717 North Harwood  
 Address Line 2: Suite 3400

CH \$140.00 2089188

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

9194-10520

NAME OF SUBMITTER:

Elisabeth A. Evert

Total Attachments: 4

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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered into this 2nd day of June, 2003, by and between Beta LaserMike, Inc., a Delaware corporation (the "Assignee"), and TSI Incorporated, a Minnesota corporation ("Assignor").

WHEREAS, Assignor owns all right, title and interest in, and is the sole and exclusive owner of, the trademarks listed on Schedule A, together with all registrations therefor attached hereto and incorporated herein (hereafter collectively referred to as "Marks"); and

WHEREAS, pursuant to an Asset Purchase Agreement dated as of June 2, 2003 (the "Purchase Agreement"), between Assignor and Assignee, Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Marks as of the Closing Date (as defined in the Purchase Agreement) and Assignee is desirous of acquiring the same;

NOW, THEREFORE, as of the Closing Date, Assignor does hereby assign and transfer to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefits of the Marks.

FURTHER, Assignor agrees to execute and provide to Assignee promptly after its execution and delivery of the Assignment of Trademarks such further instruments and documents and assignments as may be reasonably requested by Assignee and reasonably necessary to effectuate the purpose of this Assignment of Trademarks and to enable Assignee to record in Assignee's name all of Assignor's rights in and to the Marks with the U.S. Patent and Trademark Office or any other appropriate governmental agency.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of the date first written above.

Beta LaserMike Inc.  
By: [Signature]  
Title: PRESIDENT

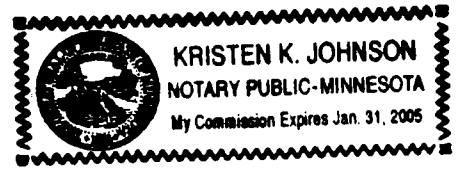
TSI Incorporated  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Minnesota )  
County of Hennepin )

On this 30 day of May, 2003, before me appeared Dan Doster, the person who signed this instrument on behalf of Beta LaserMike Inc., who acknowledged that he/she signed it on behalf of the identified corporation as President of the identified corporation and pursuant to authority duly received.

[Signature]  
Notary Public

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )



On this \_\_\_ day of \_\_\_\_\_, 2003, before me appeared \_\_\_\_\_, the person who signed this instrument on behalf of TSI Incorporated, who acknowledged that he/she signed it on behalf of the identified corporation as \_\_\_\_\_ of the identified corporation and pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of the date first written above.

Beta LaserMike Inc.

TSI Incorporated

By: \_\_\_\_\_

By: Donald W. Zvarck

Title: \_\_\_\_\_

Title: President and COO

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2003, before me appeared \_\_\_\_\_, the person who signed this instrument on behalf of Beta LaserMike Inc., who acknowledged that he/she signed it on behalf of the identified corporation as \_\_\_\_\_ of the identified corporation and pursuant to authority duly received.

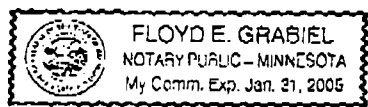
\_\_\_\_\_  
Notary Public

State of Minnesota )

County of Ramsey )

On this 7 day of June, 2003, before me appeared Donald W. Zvarck the person who signed this instrument on behalf of TSI Incorporated, who acknowledged that he/she signed it on behalf of the identified corporation as President of the identified corporation and pursuant to authority duly received.

Floyd E. Grabiell  
Notary Public



Schedule A

Marks

<b>Mark</b>	<b>Registration #</b>
CABLETRAK	2,089,188
EFL TRAK	2,206,683
HOLIX	2,245,999
LASERSPEED	2,069,695
LASERTRAK	2,096,960