

12-30-2003

Form PTO-1594

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Tab settings

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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):

Zetec, Inc. 12-23-03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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: 11/28/03

2. Name and address of receiving party(ies)

Name: Ropintasco 5, LLC

Internal Address:

Address:

Street Address: 2160 Satellite Blvd., Suite 200

City: Duluth State: GA Zip: 30097

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company - DE

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,976,585; 2,200,822; 1,762,509;  
1,702,965; 1,740,966

Additional number(s) attached  Yes  No

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

Name: Alston & Bird LLP

Internal Address: Jay E. Sloman

Street Address: 1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309

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

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- 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.

Jay E. Sloman

Name of Person Signing

Signature

12-18-03

Date

Total number of pages including cover sheet, attachments, and document: 5

12/29/2003 LNWELLER 00000009 1976585

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

01 FC:0521  
02 FC:0522

40.00 OP  
100.00 OP

TRADEMARK  
REEL: 002887 FRAME: 0289

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Zetec, Inc., a Washington corporation ("Assignor"), and Ropintassco 5, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below) which it desires to assign to Assignee in connection with Assignor becoming a member of the Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor and Assignee agree that, for purposes of this Assignment, "Intellectual Property" of Assignor shall mean any and all of the following items identified on Schedule A attached hereto, and all registrations and applications for registration thereof: (i) patents (including but not limited to continuations, continuations-in-part, divisions, renewals, reissues, and extensions thereof), inventions or discoveries (including but not limited to processes, machines, manufactures, compositions of matter, formulas, techniques, concepts and ideas) whether patentable or not; (ii) copyrights in any work of authorship recognized by foreign or domestic law, by statute or at common law or otherwise (including but not limited to databases and computer software, in source code and object code form); (iii) mask works; (iv) trademarks, service marks, Internet domain names, trade names and trade dress, and all goodwill related thereto; and (v) trade secrets.
2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property of Assignor, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof.
3. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signatures on Following Page]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed, all as of the day and year first above written.

ZETEC, INC.

By: *Timothy J. Wintre*  
Name: Timothy J. Wintre  
Title: PRESIDENT ZETEC, Inc.

STATE OF Georgia  
COUNTY OF Gwinnett

On this 28<sup>th</sup> day of November, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Timothy J. Wintre known by me to be the person above named and an officer of Zetec, Inc., duly authorized to execute this Assignment of Intellectual Property on behalf of Zetec, Inc., who signed and executed the foregoing instrument on behalf of Zetec, Inc.

*Susan K. Boutelle*

Notary Public  
My Commission Expires: June 14, 2005

Notary Public, Barrow County, Georgia  
My Commission Expires June 14, 2005

ACKNOWLEDGED AND ACCEPTED:

ROPINTASSCO 5, LLC

By: *Shanley D. Crook*  
Name: Shanley D. Crook  
Title: President

**Schedule A**

**Intellectual Property**

All Intellectual Property owned by Assignor including, without limitation, the Intellectual Property on the following schedules:

**Complete Listing of Trademarks for Zetec, Inc.**

Entity	Mark	Serial/Registration Number	Priority/Registration Date
Zetec, Inc.	PLUS POINT DESIGN	US 1,976,585	28-May-1996
Zetec, Inc.	SONDICATOR	US 2,200,822	3-Nov-1998
Zetec, Inc.	MRPC	US 1,762,509	6-Apr-1993
Zetec, Inc.	MRC	US 1,702,965	28-Jul-1992
Zetec, Inc.	EDDYNET	US 1,740,966	22-Dec-1992