

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arrowhead Systems LLC		07/30/2003	limited liability company: DELAWARE

RECEIVING PARTY DATA	
Name:	Busse/SJI Corporation
Street Address:	124 North Columbus Street
City:	Randolph
State/Country:	WISCONSIN
Postal Code:	53956
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2017015	BUSSE

CORRESPONDENCE DATA	
Fax Number:	(414)277-0656
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414.271.6560
Email:	mkeipdocket@mbf-law.com
Correspondent Name:	Michael Best & Friedrich LLP
Address Line 1:	100 East Wisconsin Avenue
Address Line 2:	Suite 3300
Address Line 4:	Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	18049-9012 US00
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NAME OF SUBMITTER:	Timothy M. Kelley
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Total Attachments: 3
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**AMENDED AND RESTATED
TRADEMARK AND PATENT ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment") made and entered into as of this 30th day of July 2003, by Arrowhead Systems LLC (now known as AH Systems LLC), a Delaware limited liability company ("Assignor"), and Busse/SJI Corporation (formerly known as Busse/SJI Acquisition Corp.), a Wisconsin corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated as of March 4, 2003 (the "Agreement"), providing for the sale by Assignor of certain assets relating to a portion of the business of Assignor;

WHEREAS, in connection with the Agreement, Assignor assigned certain rights in intangible assets, including certain trademark and service mark registrations and applications identified on the attached Schedule A ("Trademarks") and certain patents and patent applications identified on the attached Schedule A ("Patents"), pursuant to pursuant to a Trademark and Patent Assignment dated March 4, 2004 (the "Original Assignment");

WHEREAS, the Original Assignment was not recorded with the U.S. Patent and Trademark Office pending the filing of the Articles of Amendment changing the names of Assignor and Assignee as indicated in the caption above;

WHEREAS, Assignor and Assignee desire to amend and restate the Original Assignment as provided herein and record this Assignment with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

TRADEMARKS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Assignor agrees to execute and deliver at the reasonable request of Assignee, any and all instruments, assignments and papers and to perform any other reasonable acts Assignee may require in order to consolidate, vest and record in Assignee, all of Assignor's rights, title and interest in and to the Trademarks.

PATENTS

3. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, the inventions disclosed therein and all divisionals, continuations, continuations-in-part, reissues, reexaminations, and extensions thereof, all said rights to be held and enjoyed by Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, and Assignor hereby assigns any and all claims and causes of action for infringement of such Patent which have accrued up to and including the date of this Assignment, including all rights to recover damages, profits, and injunctive relief for past and future infringements thereof.

4. Assignor authorizes Assignee, its successors, assigns, or nominees, to make additional applications for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by Assignor or Assignee, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

5. Assignor agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, perform any reasonable acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents.

6. Assignor hereby agrees that, subject to the requirements of any country at issue, a copy of this Assignment may be utilized as a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in said country in proof of the right of Assignee or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

GENERAL


7. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

8. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and as appropriate, the corresponding officials of the several states and of all foreign countries, to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations and Letters patent having to do with the Trademarks and Patents, and all applications and renewals for any of the same.

9. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.


ARROWHEAD SYSTEMS LLC (now known as AH SYSTEMS LLC)

By: 

Name: Thomas J. Young

Title: CEO

BUSSE/SJI CORPORATION (formerly known as BUSSE/SJI ACQUISITION CORP.)

By: 

Name: Thomas J. Young

Title: CEO

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