

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
GNW Corporation	FORMERLY Superflow Corporation	12/03/2004	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	SuperFlow LLC		
Also Known As:	AKA Testing Technologies LLC		
Street Address:	3512 N. Tejon Street		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80907		
Entity Type:	limited liability company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1276755	SUPERFLOW	
CORRESPONDENCE DATA			
Fax Number:	(719)471-3696		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7194713690		
Email:	tkraemer@k2blaw.com		
Correspondent Name:	Tyler D. Kraemer		
Address Line 1:	430 N. Tejon St.		
Address Line 2:	Suite 300		
Address Line 4:	Colorado Springs, COLORADO 80903		
NAME OF SUBMITTER:	Tyler D. Kraemer		
Signature:	/tdk/		
Date:	02/02/2005		

OP \$40.00 1276755

Total Attachments: 3

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 3rd day of December, 2004, by SuperFlow Corporation, a Colorado corporation with its principal place of business at 3512 North Tejon Street, Colorado Springs, Colorado 80907 (the "Assignor") and Testing Technologies LLC, a Colorado limited liability company with its principal place of business at 4060 Dixon Street, Des Moines, Iowa, 50313 (the "Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated on or about December 3, 2004, (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

Assignee hereby acknowledges that Assignor had its logo registered as a federal trademark with a registration #1252781 and a registration date of 1983-10-04. However, this registration has expired and the trademark canceled. Assignor shall re-apply for this trademark and if Assignor is able to re-register this trademark will promptly assign all Assignor's rights to the trademark to Assignee.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNOR:

SUPERFLOW CORPORATION

By: *Guy Neal Williams*
Guy Neal Williams, President

Agreed to and acknowledged:

HICKLIN ENGINEERING, L.C.

By: *Scott T. Giles*
Scott T. Giles, President

ASSIGNEE:

TESTING TECHNOLOGIES LLC

By: *Scott T. Giles*

Its: PRESIDENT/MANAGER

State of Colorado)
) ss.:
County of)

On this 3rd day of December, 2004, before me, Kathleen L. Bruner personally appeared Guy Neal Williams, President of SuperFlow Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Kathleen L. Bruner
Notary Public



SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
"SUPERFLOW"	#1276755	1984-05-08

Unregistered Servicemarks and Trademarks: Unknown.

Pending Servicemark or Trademark Applications: N/A

Trade Names: SuperFlow Corporation

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