

6/21/04

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) 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):

Carlson Systems Engineering, LLC

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other 1/1/2004

Execution Date: 1/1/2004

2. Name and address of receiving party(ies)

Name: Carlson Holdings, Inc.

Internal Address:

Street Address: 8990 "F" Street

City: Omaha State: NE Zip: 68127

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Nebraska Other

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)

1,412,019

Additional number(s) attached Yes No

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

Name: Kathy J. Kirschbaum

Internal Address: Koley Jessen P.C.

Street Address: One Pacific Place

1125 South 103 Street, Suite 800

City: Omaha State: NE Zip: 68124

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0771

(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.

Kathy J. Kirschbaum

Name of Person Signing

K. Kirschbaum Signature

6/17/04 Date

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

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

TRADEMARK REEL: 003039 FRAME: 0876

## **ASSIGNMENT**

This Assignment dated effective January 1, 2004, is executed and delivered by Carlson Systems Engineering, LLC, a Nebraska limited liability company ("Assignor"), to Carlson Holdings, Inc, a Nebraska corporation ("Assignee").

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and deliver unto Assignee, free and clear of all liens, claims or encumbrances of any kind or nature, all of the following intellectual property assets of Assignor now or hereafter owned, licensed by, acquired, developed, created or prepared by, on behalf of or for the benefit of Assignor (collectively, the "Intellectual Property"):

(a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof;

(b) all trademarks, service marks, trade dress, logos, trade names, corporate names and domain names, as listed on "Exhibit A", attached hereto together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all local, state, federal and foreign applications, registrations and renewals in connection therewith;

(c) all copyrightable works, all copyrights (whether registered or unregistered) and all federal and foreign applications, registrations and renewals in connection therewith;

(d) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, pricing and cost information and business and marketing plans and proposals);

(e) all other owned intellectual property and proprietary rights and any other rights to use or other interest in intellectual property;

(f) all copies and tangible embodiments thereof (in whatever form or medium); and

(g) all rights and obligations under any licenses or sublicenses granted or obtained with respect to the foregoing Intellectual Property set forth in subsections (a)-(f) above, all agreements relating thereto, all remedies against infringements thereof and all rights to protection of the interests therein.

Assignor agrees and covenants, from time to time on or after the date hereof, upon the reasonable request of Assignee, to execute and deliver to Assignee such further documents or instruments of assignment, conveyance, transfer or confirmation and to take such action as may be necessary in order to more effectively convey and transfer the Intellectual Property conveyed hereby to, and vest and confirm title to such Intellectual Property in, Assignee. The execution and delivery of any such additional documents or instruments shall not affect the validity of this Assignment.

Assignor represents and warrants to Assignee that Assignor has good, valid and marketable title to, or a valid license in, as applicable, the Intellectual Property. This Assignment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns. Assignor and Assignee acknowledge and agree that this Assignment does not replace, modify or supercede any assignments of intellectual property assets from Assignor to Assignee prior to the date of this Assignment.

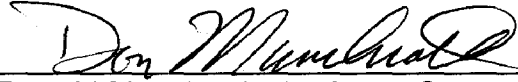
This Assignment shall be deemed to have been made and entered into in Nebraska and it and all matters collateral to this Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska without respect to its principles of conflicts of laws.

For purposes of this Assignment, "including" means "including without limitation" and does not limit the proceeding word or terms. The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa and each word of gender shall include each other word of gender as the context may require.

***[Signature Page to Follow]***

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the date first written above.

Carlson Systems Engineering, LLC,  
a Nebraska limited liability company  
Assignor

A handwritten signature in black ink, appearing to read "Don Munchrath", written over a horizontal line.

Donald Munchrath, Assistant Secretary and  
Chief Financial Officer

**EXHIBIT "A"**

**TRADEMARKS**

MARK	REG. NO.	COUNTRY
WEGOMA	1,412,019	United States
WEGOMA	311,994	Canada