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PATENT & TRADEMARK OFFICE

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

11-14-2005

103118682

EPARTMENT OF COMMERCE
s Patent and Trademark Office

RECORDAT
TRADI

11-8-05

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Delaware Capital Formation, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: GTG Portfolio Holdings, Inc.
Internal Address:
Street Address: 82 Fitzgerald Drive
City: Jaffrey
State: New Hampshire
Country: U.S. Zip: 03452

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship Delaware
☐ Other Citizenship U.S.

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 10, 2005

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76-602,463; 76-601,854; 76-601,853

B. Trademark Registration No.(s)
2,847,261; 2,862,066; 2,895,981

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Mark A. Wright
Internal Address: McLane, Graf, Raulerson & Middleton, Professional Association
Street Address: 900 Elm St., P.O. Box 326
City: Manchester
State: New Hampshire Zip: 03105-0326
Phone Number:
Fax Number:
Email Address:

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 340.00

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers n/a
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature 11/2/05 Date

Mark A. Wright
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 26

11/10/2005 EFLORES 00000081 76602463
01 FC:8521 40.00 DP
02 FC:8522 300.00 DP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Exhibit A to Notice of Recordation

2,059,255
1,827,217
1,557,402
1,940,293
2,681,053
2,059,256
2,113,602

M:\DATA\6\62903\maw\00445235.DOC

COPY

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of August 10, 2005, by and among Delaware Capital Formation, Inc., a Delaware corporation ("DCF"), Somero Enterprises, LLC, a Delaware limited liability company ("Somero"), Somero Enterprises Limited, a United Kingdom private limited company ("Somero U.K."), Dover Industries, Inc., a Delaware corporation ("Dover Industries") and GTG Portfolio Holdings, Inc., a Delaware corporation ("Purchaser").

RECITALS

A. Purchaser is on the date hereof acquiring substantially all of the assets of Somero and all the share capital of Somero U.K, under the terms of that certain Asset and Share Purchase Agreement, dated as of August 10, 2005, by and among Purchaser, Dover Industries and Somero (the "Purchase Agreement").

B. DCF and Somero are parties to that certain Intellectual Property License Agreement, dated January 1, 2003, pursuant to which Somero licenses rights under certain Intellectual Property (as that term is defined in the Purchase Agreement), including patents, trademarks and trade secrets, from DCF and which will be terminated prior to the closing of the Purchase Agreement.

C. The provisions of the Purchase Agreement require Dover Industries to cause DCF to assign to Purchaser all Intellectual Property owned by DCF and used by Somero or Somero U.K., and DCF is willing to so assign such Intellectual Property on the terms provided for herein.

D. The provisions of the Purchase Agreement require Somero and Somero U.K. to assign to Purchaser all of Intellectual Property owned by Somero or Somero U.K.

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

1. Assignment. DCF hereby assigns and transfers to Purchaser all of DCF's rights, title and interest in and to the following Intellectual Property rights (collectively, the "IP Rights"):

a. Patents. The patents, patent applications, and patent disclosures identified on the attached Exhibit A, including any continuation, continuation-in-part, reissuance, reexamination or extension thereof.

b. Trademarks. The trademarks, trade dress, logos, slogans, trademark registrations and trademark applications identified on the attached Exhibit B, including any registrations thereof.

c. Trade Secrets. The trade secrets identified on the attached Exhibit C.

d. Copyrights. The copyrights, copyrights applications, copyright registrations, web pages, web sites and computer software identified on the attached Exhibit D.

e. Other Intellectual Property. (i) All other Intellectual Property owned by Somero; (ii) all other Intellectual Property owned by Somero U.K.; and, (iii) except for the Dover Assets (as such term is defined in the Purchase Agreement), all other Intellectual Property owned by DCF and used in the business of Somero or Somero U.K.

f. Associated Rights. All rights of enforcement and recovery for past, present and future infringement of any of the IP Rights.

2. Acceptance of Assignment. Purchaser hereby accepts such assignment and transfer of the IP Rights.

3. Further Assurances. DCF, Somero and Somero U.K. shall execute such other or additional instruments of transfer or conveyance in respect of the IP Rights as are reasonably requested by Purchaser, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions.

4. Disclaimer. OTHER THAN REPRESENTATIONS AND WARRANTIES OF DOVER INDUSTRIES AND SOMERO SET FORTH IN THE PURCHASE AGREEMENT, THE TRANSFER OF IP RIGHTS IS MADE WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. THE IP RIGHTS ARE TRANSFERRED WITH ALL FAULTS. The foregoing is not intended to limit any rights as between the parties under the Purchase Agreement.

5. Miscellaneous. This Agreement shall be governed by the internal laws of the state of Delaware. This Agreement may only be amended in writing signed by the parties. This Agreement is the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned to any party without the prior written consent of the other party. Any term of this Agreement that is found to be invalid or unenforceable shall not affect the validity and enforceability of the remaining terms of this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration held in Delaware in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument and the parties agree that the receipt of such executed counterparts shall be binding on such parties and shall be construed as originals. The parties shall promptly exchange original versions of this Agreement that were executed and exchanged by facsimile transmission.

[The Remainder of This Page Intentionally Left Blank and Signature Page Follows]

TRADEMARK
REEL: 003250 FRAME: 0308

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.,
A DELAWARE CORPORATION

By: [signature]

Print Name: [illegible]

Title: PRESIDENT

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By:_____

Print Name:_____

Title:_____

SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By:_____

Print Name:_____

Title:_____

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By: John T Cooney

Print Name: JOHN T COONEY

Title: PRESIDENT

SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By:_____

Print Name:_____

Title:_____

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By:_____

Print Name:_____

Title:_____

SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By: _____

Print Name: Richard C. Campbell

Title: Secretary

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By:_____

Print Name:_____

Title:_____

SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By:_____

Print Name:_____

Title:_____

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By: _____

Print Name: Robert F. Scheuer

Title: Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By:_____

Print Name: Eric R. Hattler

Title: Vice President

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By:_____

Print Name:_____

Title:_____

SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By:_____

Print Name:_____

Title:_____

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By:_____

Print Name:_____

Title:_____

EXHIBIT A

Patents

See attachment.

	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
2	Argentina			P990105389	10/26/1999	Apparatus and Method for Three-Dimensional Contouring
3	Australia	200145381	9/12/2001	200145381	3/1/2001	APPARATUS AND METHOD FOR PLACING ELEVATED CONCRETE SLABS (English)
4	Australia	9952585	5/4/2000	9952585	9/30/1999	APPARATUS AND METHOD FOR THREE-DIMENSIONAL CONTOURING (English)
5	Australia	200121063	6/25/2001	200121063	12/15/2000	CONCRETE PLACING AND SCREEDING APPARATUS AND METHOD (English)
6	Australia			2002334922	3/23/2004	LIGHTWEIGHT APPARATUS FOR SCREEDING AND VIBRATING UNCURED CONCRETE SURFACES (English)
7	Austria	118850	3/15/1995	89313606	12/27/1989	DECKEN-FERTIGUNGSMASCHINE UND VERFAHREN. (German)
8	Austria	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9	Belgium			99308506		Apparatus and Method for Three-Dimensional Contouring
10	Belgium	376692		89313606		Improved Screeding Apparatus and Method
11	Brazil	9904700	8/29/2000	99U4700	10/27/1999	APARELHO E METODO PARA NIVELAMENTO TRIDIMENSIONAL (Portugese)
12	British Virgin Islands	195/6/1997	9/27/1997	376692	12/27/1989	Improved screeding apparatus and method
13	Canada	2405877	3/28/2003	2405877	9/30/2002	APPARATUS AND METHOD FOR IMPROVING QUALITY OF ELEVATED CONCRETE FLOORS (English#French)
14	Canada	2401656	9/7/2001	2401656	3/1/2001	APPARATUS AND METHOD FOR PLACING ELEVATED CONCRETE SLABS (English#French)
15	Canada	2391260	8/27/2003	2391260	6/25/2002	APPARATUS AND METHOD FOR SUBGRADE PREPARATION DISPOSITIF ET METHODE DE PREPARATION DE SOL D'ASSISE (English#French)
16	Canada	2252250	4/27/2000	2252250	10/30/1998	Apparatus and method for three-dimensional contouring
17	Canada	2390611	12/13/2002	2390611	6/13/2002	CONCRETE FINISHING APPARATUS (English#French)

Note: Shaded Items are Expired, Lapsed or Abandoned

TRADEMARK
REEL: 003250 FRAME: 0315

	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
18	[redacted]					
19	Canada	2188456	5/4/1999	2188456	2/16/1996	IMPROVEMENT IN AUTOMATED, LASER ALIGNED LEVELING APPARATUS AMELIORATION RELATIVE A UN APPAREIL DE MISE A NIVEAU AUTOMATIQUE A ALIGNEMENT PAR LASER (English#French)
20	Canada	2462885	4/17/2003	2462885	10/8/2002	LIGHTWEIGHT APPARATUS FOR SCREEDING AND VIBRATING UNCURED CONCRETE SURFACES (English)
21	Canada	2005242	1/16/1996	2005242	12/12/1989	SCREEDING APPARATUS AND METHOD (English#French)
22	[redacted]					
23	China			02822460.4	5/12/2004	Lightweight Apparatus for Screeding and Vibrating Uncured Concrete Surfaces
24	European	997579	4/3/2002	99308506	10/27/1999	APPARATUS AND METHOD FOR THREE-DIMENSIONAL CONTOURING (English#French#German)
25	European	1267000	1/28/2004	2002254131	6/13/2002	Concrete finishing apparatus
26	[redacted]					
27	European	376692	2/22/1995	89313606	12/27/1989	IMPROVED SCREEDING APPARATUS AND METHOD. (English#French#German)
28	European			02800976.9	5/10/2004	LIGHTWEIGHT APPARATUS FOR SCREEDING AND VIBRATING UNCURED CONCRETE SURFACES (English)
29	European	756655	11/21/2001	96906613	2/16/1996	METHOD AND APPARATUS FOR AUTOMATED LASER ALIGNED LEVELLING (English#French#German)
30	[redacted]					
31	France			99308506		Apparatus and Method for Three-Dimensional Contouring

Note: Shaded Items are Expired, Lapsed or Abandoned

TRADEMARK
REEL: 003250 FRAME: 0316

	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
32	France	376692		89313606		Improved Screeding Apparatus and Method
33	France	756655		96906613		Improvement in Automated Laser Aligned Leveling Apparatus
34	Germany			99308506		Apparatus and Method for Three-Dimensional Contouring
35	Germany	68921323	6/22/1995	68921323	12/27/1989	DECKEN-FERTIGUNGSMASCHINE UND VERFAHREN. (German)
36	Germany	69617129	7/18/2002	69617129	2/16/1996	VERFAHREN UND VORRICHTUNG FUER AUTOMATISCHE LASERAUSGERICHTETE NIVELLIERUNG (German)
37	Italy			99308506		Apparatus and Method for Three-Dimensional Contouring
38	Italy	376692		89313606		Improved Screeding Apparatus and Method
39	Italy	756655		96906613		Improvement in Automated, Laser Aligned Leveling Apparatus
40	Mexico	192124	5/25/1999			Improvement in automated, laser aligned leveling apparatus
41	Mexico			2004/003256	4/6/2004	Lightweight Apparatus for Screeding and Vibrating Uncured Concrete Surfaces
42	Netherlands	376692		89313606		Improved Screeding Apparatus and Method
43	Spain	2068255	4/16/1995	89313606	12/27/1989	APARATO Y METODO PARA ENRASAR PERFECCIONADOS. (Spanish)
44	Spain			99308506		Apparatus and Method for Three-Dimensional Contouring
45	Spain	2169230	7/1/2002	96906613	2/16/1996	METODO Y APARATO PARA LA PUESTA A NIVEL AUTOMATICA EN ALINEACION POR LASER. (Spanish)
46	Sweden	376692		89313606.9		IMPROVED SCREEDING APPARATUS AND METHOD.
47	Switzerland	376692		89313606		Improved Screeding Apparatus and Method
48	United Kingdom					Apparatus and Method for Three-Dimensional Contouring

Note: Shaded Items are Expired, Lapsed or Abandoned

	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
49	United Kingdom	376692		89313606		Improved Screeding Apparatus and Method
50	United Kingdom	756655		96906613	2/16/1996	Method and Apparatus for Automated Laser Aligned Leveling
51	United States	4978246	12/18/1990	381177	7/18/1989	APPARATUS AND METHOD FOR CONTROLLING LASER GUIDED MACHINES (English)
52	United States	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
53	United States	20030089050	5/15/2003	256757	9/27/2002	APPARATUS AND METHOD FOR IMPROVING QUALITY OF ELEVATED CONCRETE FLOORS (English)
54	United States	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
55	United States	20040190991	9/30/2004	10/804325	3/19/2004	Apparatus and method for improving the control of a concrete screed head assembly (English)
56	United States	6434893	8/20/2002	09/517843	3/2/2000	APPARATUS AND METHOD FOR PLACING ELEVATED CONCRETE SLABS (English)
57	United States	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
58	United States	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
59	United States				7/6/2005	Apparatus and Method for Subgrade Preparation
60	United States	20030161684	8/28/2003	10/173372	6/17/2002	Apparatus and method for subgrade preparation (English)
61	United States			10/430727	5/6/2003	Apparatus and Method for Three-Dimensional Contouring
62	United States			11/040398	1/21/2005	Apparatus and Method for Three-Dimensional Contouring
63	United States	6227761	5/8/2001	09/179648	10/27/1998	APPARATUS AND METHOD FOR THREE-DIMENSIONAL CONTOURING (English)
64	United States	20020098039	7/25/2002	09/792760	2/21/2001	APPARATUS AND METHOD FOR THREE-DIMENSIONAL CONTOURING (English)

Note: Shaded Items are Expired, Lapsed or Abandoned

TRADEMARK
REEL: 003250 FRAME: 0318

	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
65	United States	20050069385	3/31/2005	10/902528	7/29/2004	Apparatus for Screeding Uncured Concrete Surfaces
66	United States	5556226	9/17/1996	391200	2/21/1995	Automated, laser aligned leveling apparatus (English)
67	United States			11/044658	1/27/2005	Concrete Chute Strike-Off Device
68	[redacted]					
69	United States	6695532	2/24/2004	10/166507	6/10/2002	CONCRETE FINISHING APPARATUS (English)
70	[redacted]					
71	United States	6623208	9/23/2003	738617	12/15/2000	Concrete placing and screeding apparatus and method (English)
72	United States	6588976	7/8/2003	41642	1/8/2002	CONCRETE PLACING AND SCREEDING APPARATUS AND METHOD (English)
73	[redacted]					
74	United States			09/915885	7/26/2001	Concrete Placing Machine with Hydraulic and Concrete Swivel
75	United States	5234281	8/10/1993	821019	1/15/1992	DEFLECTION INDICATING ADJUSTABLE HIGHWAY STRAIGHT-EDGE (English)
76	[redacted]					
77						
78						
79						
80	United States	20030068200	4/10/2003	10/266305	10/8/2002	Light weight apparatus for screeding and vibrating uncured concrete surfaces (English)
81	United States	20040086338	5/6/2004	10/728620	12/5/2003	Lightweight apparatus for screeding and vibrating uncured concrete surfaces (English)

Note: Shaded Items are Expired, Lapsed or Abandoned

TRADEMARK
REEL: 003250 FRAME: 0319

	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
82	[redacted]					
83	United States			60/619672	10/18/2004	Powered Strike-Off Plow
84	United States			60/666672	3/30/2005	Powered Strike-Off Plow
85	United States					Powered Strike-Off Plow
86	[redacted]					
87	United States	4930935	6/5/1990	291678	12/29/1988	SCREEDING APPARATUS AND METHOD (English)
88	United States	4655633	4/7/1987	779258	9/23/1985	SCREEDING APPARATUS AND METHOD (English)
89	United States	6183160	2/6/2001	09-052193	3/31/1998	SCREEDING APPARATUS AND METHOD INCORPORATING OSCILLATING ATTACHMENT (English)
90	[redacted]					
91	WIPO	200494011	11/4/2004	2004US8463	3/19/2004	Apparatus and Method for Improving the Control of a Concrete Screed Head Assembly
92	[redacted]					
93	WIPO	200143932	6/21/2001	2000US34111	12/15/2000	CONCRETE PLACING AND SCREEDING APPARATUS AND METHOD (English)
94	WIPO	9626320	8/29/1996	96US2487	2/16/1996	IMPROVEMENT IN AUTOMATED, LASER ALIGNED LEVELING APPARATUS (English)
95	WIPO	200331751	4/17/2003	2002US32205	10/8/2002	LIGHTWEIGHT APPARATUS FOR SCREEDING AND VIBRATING UNCURED CONCRETE SURFACES (English)
96	WIPO					Powered Strike-Off Plow

Note: Shaded Items are Expired, Lapsed or Abandoned

EXHIBIT B

Trademarks

See attachment.

296363.7

	A	B	C	D	E	F
1	COUNTRY	REG #	REG DATE	SERIAL #	FILED DATE	MARK
2	European	428680	23-Jan-01	428680	09-Jan-97	LASER SCREED
3	Switzerland	443795		1997 208	14-Jan-97	LASER SCREED
4	United States	unregistered				A NEW WAY TO PLACE CONCRETE
5	United States	unregistered				Appearance and Design of Copperhead™ Screed Machine
6	United States	unregistered				Appearance and Design of HammerHead™ Concrete Placing Machine
7	United States	unregistered				Appearance and Design of Laser Screed® Machines
8	United States	unregistered				Appearance and Design of Topping Spreaders
9	United States	unregistered				Color Schemes on Copperhead™ Screed Machine
10	United States	unregistered				Color Schemes on HammerHead™ Concrete Placing Machine
11	United States	unregistered				Color Schemes on Laser Screed® Machines
12	United States	unregistered				Color Schemes on Topping Spreaders
13	United States	2847261	01-Jun-04	76-465633	08-Nov-02	COPPERHEAD
14	United States	unregistered				COPPERHEAD™
15	United States	unregistered				COPPERHEAD™ design (circle with copperhead snake in center)
16	United States	2862066	13-Jul-04	76-465632	08-Nov-02	DESIGN ONLY (copperhead)
17	United States	2895981	19-Oct-04	75-796863	10-Sep-99	FASTER, FLATTER, FEWER
18	United States	unregistered				HAMMERHEAD™
19	United States	unregistered				JUST LIKE A HAMMERHEAD SHARK, OUR MACHINE IS EXTRAORDINARILY EFFICIENT
20	[redacted]					
21	[redacted]					

Note: Shaded items are Expired, Lapsed or Abandoned

TRADEMARK
REEL: 003250 FRAME: 0322

	A	B	C	D	E	F
1	COUNTRY	REG #	REG DATE	SERIAL #	FILED DATE	MARK
22	United States	1827217	22-Mar-94	74-336145	02-Dec-92	LASER SCREED
23	[redacted]					
24	[redacted]					
25	United States	2681053	28-Jan-03	76-410993	23-May-02	LEADERS IN LEVELING
26	United States	unregistered				NOW NO CONTRACTOR IS TOO SMALL TO OWN A LASER SCREED® MACHINE
27	United States	unregistered				ON THE LEVEL
28	[redacted]					
29	United States	unregistered				PROVEN ON MORE THAN 1 BILLION SQUARE FEET OF CONCRETE WORLDWIDE!
30	United States	unregistered				QUICK-ADJUST
31	United States			76-602463	12-Jul-04	SITESHAPE Stylized Letters
32	United States	2113602	18-Nov-97	75-107235	20-May-96	SOMERO ENTERPRISES
33	United States	unregistered				SOMERO ENTERPRISES design
34	United States			76-601854	12-Jul-04	Somero Logo/Design
35	United States			76-601853	12-Jul-04	SOMERO Stylized Letters
36	United States	unregistered				THE FIRST WALK-BEHIND LASER CONTROLLED SCREED IS READY TO STRIKE
37	United States	unregistered				THERE'S ONLY ONE LASER SCREED MACHINE – THE SOMERO LASER SCREED®
38	United States	unregistered				THINK OF IT AS * FIVE OF THE GUYS (where * is, actual text shows the word "one" crossed out)
39	United States	unregistered				THIS COPPERHEAD™ SCREED MACHINE CAN PROVE DEADLY TO YOUR COMPETITION
40	United States	unregistered				WE LEVELED OUR COMPETITION

Note: Shaded items are Expired, Lapsed or Abandoned

TRADEMARK
REEL: 003250 FRAME: 0323

EXHIBIT C

Trade Secrets

See attachment.

	A	B
1	[redacted]	[redacted]
2	2 Tractor Placer/Screed License Agreement by and between Assignor and Prime Designs dated April 21, 1999	Agreements
3	Assignment Agreement by and between Assignor and John A. Tapio, Nels D. Tapio and Kyle J. Tapio dated October 23, 1998	Agreements
4	Cooperative Agreement with Keweenaw Research Center at Michigan Technological University dated _____, 2002	Agreements
5	Development Agreement by and between Assignor and David Somero dated June 29, 2000	Agreements
6	Development Agreement by and between Assignor and Prime Designs dated October 5, 2000	Agreements
7	License Agreement by and between Assignor and Michigan Technological University dated December 17, 1998	Agreements
8	Software License and Subscription Service Agreement between SolidWorks Corporation and Assignor	Agreements
9	Software License from QAD, Inc. USA to Assignor	Agreements
10	12 Step Sales Process	Know-How/Trade Secrets
11	76 Step Month-End Close Process	Know-How/Trade Secrets
12	Capital Expenditure Policy	Know-How/Trade Secrets
13	Engineering Design, Drawings and Schematics	Know-How/Trade Secrets
14	Engineering Status Reports	Know-How/Trade Secrets
15	Enterprise System Databases - Contacts List	Know-How/Trade Secrets
16	Enterprise System Databases - Customer List	Know-How/Trade Secrets
17	Enterprise System Databases - Parts Inventory	Know-How/Trade Secrets
18	Enterprise System Databases - Supplier List	Know-How/Trade Secrets
19	Enterprise System Databases - Warranty Claims	Know-How/Trade Secrets
20	Individual Development Process	Know-How/Trade Secrets
21	ISO Documentation and Procedures	Know-How/Trade Secrets
22	Know-How Associated with 3-D Profiler System Software	Know-How/Trade Secrets
23	Know-How Associated with AutoCAD and SolidWorks Software	Know-How/Trade Secrets
24	Know-How Associated with ERP System	Know-How/Trade Secrets
25	Know-How Associated with Experience in the Concrete Screed and Placement Industry	Know-How/Trade Secrets

	A	B
1	[redacted]	[redacted]
26	Know-How Associated with Manufacturing and Production Processes	Know-How/Trade Secrets
27	Know-How Associated with Product Development and Design Process	Know-How/Trade Secrets
28	Know-How Associated with Research and Development Tests and Results	Know-How/Trade Secrets
29	Manufacturing and Production Processes	Know-How/Trade Secrets
30	Method for Evaluating Rebuild/Refurbishment Candidates	Know-How/Trade Secrets
31	Pricing Matrixes and Methodology	Know-How/Trade Secrets
32	Product Development and Design Process	Know-How/Trade Secrets
33	Product Specifications	Know-How/Trade Secrets
34	Quality Control Process	Know-How/Trade Secrets
35	Rebuild and Refurbishment Program and Process	Know-How/Trade Secrets
36	Research and Development Records and Data	Know-How/Trade Secrets
37	Test Procedures and Results	Know-How/Trade Secrets
38	Training Materials and Training Process	Know-How/Trade Secrets
39	3-D Profiler System Software	Software
40	Integration and use of ERP system software - Customer Numbering System	Software
41	Integration and use of ERP system software - Parts Numbering System	Software
42	Integration and use of ERP system software - Product Numbering System	Software
43	Integration and use of ERP system software - Supplier Numbering Systems	Software

EXHIBIT D

Copyrights

See attachment.

	A	B	C
1	COUNTRY	REGISTRATION #	TITLE
2	Not Known	unregistered	3-D Profiler System™ Demo Videotape
3	Not Known	unregistered	3-D Profiler System™ GCS Training Videotape
4	Not Known	unregistered	3-D Profiler System™ Price Sheet
5	Not Known	unregistered	3-D Profiler System™ Technical Specifications
6	Not Known	unregistered	3-D Profiler System™ Training Materials
7	Not Known	unregistered	Accessories Catalog
8	Not Known	web contents	Contents of www.laserscreed.com
9	Not Known	web contents	Contents of www.laserscreed.net
10	Not Known	web contents	Contents of www.somero.com
11	Not Known	unregistered	CopperHead™ Screed Machine Catalog (780301028-00)
12	Not Known	unregistered	CopperHead™ Screed Machine Demonstration Videotape
13	Not Known	unregistered	CopperHead™ Screed Machine Training Videotape
14	Not Known	unregistered	HammerHead™ Concrete Placing Machine Price Sheet
15	Not Known	unregistered	HammerHead™ Concrete Placing Machine Technical Specifications
16	Not Known	unregistered	HammerHead™ Concrete Placing Machine Training Materials
17	Not Known	unregistered	HH-1316 HammerHead™ Concrete Placing Machine Owner's Manual 8003 (780301026-00)
18	Not Known	unregistered	Laminated S-100 Laser Screed® Machine Brochure
19	Not Known	unregistered	Laminated S-160 Laser Screed® Machine Brochure
20	Not Known	unregistered	Laminated S-240 Laser Screed® Machine Brochure
21	Not Known	unregistered	Laser Screed® Machines Training Videotape
22	Not Known	unregistered	On the Level Newsletters (published twice a year)
23	Not Known	unregistered	Postcard entitled ". . . a contractor simply has to acquire this if he is to stay competitive"
24	Not Known	unregistered	Postcard entitled "Act Fast – June Special"
25	Not Known	unregistered	Postcard entitled "Now no contractor is too small to own a Laser Screed® Machine"
26	Not Known	unregistered	Postcard entitled "Own a Somero Pre-Owned Laser Screed® Machine Today!"
27	Not Known	unregistered	Postcard entitled "Think of it as FIVE of the Guys"
28	Not Known	unregistered	Postcard entitled "WARNING: This CopperHead™ Screed Machine can prove deadly to your competition"
29	Not Known	unregistered	Product Literature – STS-130 Topping Spreader Product Brochure (STS130SS/R99/P1M999)
30	Not Known	unregistered	Product Literature – STS-132 Topping Spreader Product Brochure
31	Not Known	unregistered	Product Literature entitled "Award Winning Contractor Takes Their Business to a New Level" (Includes testimony from Swederski Concrete Construction)
32	Not Known	unregistered	Product Literature entitled "Compact Somero Laser Screed® Machine Reduces Pour Time, Lowers Labor and Increases Profits" (Includes testimony from Johnsen Construction, Inc.)

	A	B	C
1	COUNTRY	REGISTRATION #	
33	Not Known	unregistered	Product Literature entitled "Concrete Contractor Purchases S-160 . . . for Future Growth" (Includes testimony from James K. Coy Construction Inc.)
34	Not Known	unregistered	Product Literature entitled "In 1983, it was just an idea on a scrap of paper ..."
35	Not Known	unregistered	Product Literature entitled "King Arthur Leveled His Opponents – Used Laser Screed® Machine"
36	Not Known	unregistered	Product Literature entitled "Laser Screed® Machine Technology – See what it can do for you!"
37	Not Known	unregistered	Product Literature entitled "Longtime Laser Screed® Machine Renter Buys Pre?Owned S?240" (Includes testimony from Garber Bros. Precision Concrete, Inc.)
38	Not Known	unregistered	Product Literature entitled "Priced to Perform – Somero Refurbished Laser Screed® Machines"
39	Not Known	unregistered	Product Literature entitled "S-160 Laser Screed® Machine Boosts Profitability Even When Used Part-Time" (Includes testimony from Bogh Construction)
40	Not Known	unregistered	Product Literature entitled "Somero 3-D Profiler System™ – System Components"
41	Not Known	unregistered	Product Literature entitled "The Somero Laser Screed® Machine Sets New Standards for Concrete Floors" (S240SS/R999/P2M999)
42	Not Known	unregistered	Product Literature entitled "Think of it as one of the guys!"
43	Not Known	unregistered	Product Literature entitled "WARNING: This CopperHead™ Screed Machine can prove deadly to your competition"
44	Not Known	unregistered	Product Literature entitled "We Leveled Our Competition" (Includes testimony from Minegar Contracting)
45	Not Known	unregistered	Product Literature entitled "You Can Afford the Somero S-100 Laser Screed® Machine NOW" (S100CAB/R199/P2M299)
46	Not Known	unregistered	Refurbished Laser Screed® Machine Training Materials
47	Not Known	unregistered	S-100 Laser Screed® Machine Owner's Manual 5120 (30825)
48	Not Known	unregistered	S-100 Laser Screed® Machine Price Sheet
49	Not Known	unregistered	S-100 Laser Screed® Machine Technical Specifications
50	Not Known	unregistered	S-100 Laser Screed® Machine Training Materials
51	Not Known	unregistered	S-160 Laser Screed® Machine Owner's Manual 3201 (780301020-00)
52	Not Known	unregistered	S-160 Laser Screed® Machine Price Sheet
53	Not Known	unregistered	S-160 Laser Screed® Machine Technical Specifications
54	Not Known	unregistered	S-160 Laser Screed® Machine Training Materials
55	Not Known	unregistered	S-240 Laser Screed® Machine Owner's Manual (780301019-00)
56	Not Known	unregistered	S-240 Laser Screed® Machine Price Sheet
57	Not Known	unregistered	S-240 Laser Screed® Machine Technical Specifications
58	Not Known	unregistered	S-240 Laser Screed® Machine Training Materials
59	Not Known	unregistered	S-9210 CopperHead™ Screed Machine Owner's Manual 10060 (780301023-00)
60	Not Known	unregistered	S-9210 CopperHead™ Screed Machine Price Sheet
61	Not Known	unregistered	S-9210 CopperHead™ Screed Machine Technical Specifications
62	Not Known	unregistered	S-9210 CopperHead™ Screed Machine Training Materials
63	Not Known	unregistered	Somero Concrete Screeding & Placing Equipment Demo Videotape

	A	B	C
1	COUNTRY	REGISTRATION #	TITLE
64	Not Known	unregistered	STS-130 Topping Spreader Owner's Manual
65	Not Known	unregistered	STS-130 Topping Spreader Price Sheet
66	Not Known	unregistered	STS-130 Topping Spreader Technical Specifications
67	Not Known	unregistered	STS-130 Topping Spreader Training Materials
68	Not Known	unregistered	STS-132 Topping Spreader Owner's Manual 7016
69	Not Known	unregistered	STS-132 Topping Spreader Price Sheet
70	Not Known	unregistered	STS-132 Topping Spreader Technical Specifications
71	Not Known	unregistered	STS-132 Topping Spreader Training Materials

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