

11-14-2005

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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



103118682

RECORDATION TRADEMARK

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

11-8-05

1. Name of conveying party(ies):

Delaware Capital Formation, Inc.

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

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
- Security Agreement
- Other _____
- Merger
- Change of Name

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 _____

11/10/2005 00:00:01 76602463 40.00 IP 300.00 IP

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

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

TRADEMARK
REEL: 003250 FRAME: 0305

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

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]

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: Emily Ward

Print Name: Emily Ward

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: _____

Intellectual Property Assignment
Signature Page

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

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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: _____

Intellectual Property Assignment
Signature Page

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

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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: _____

Intellectual Property Assignment
Signature Page

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

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By: _____

Print Name: _____

Title: _____

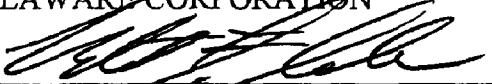
SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By: _____

Print Name: _____

Title: _____

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By: 

Print Name: ROBERT F. SCHEUER

Title: SECRETARY

Intellectual Property Assignment
Signature Page

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

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By: _____

By:  _____

Print Name: _____

Print Name: **Eric R. Hattler**

Title: _____

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: _____

Intellectual Property Assignment
Signature Page

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 | | | | | | |
| 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 | 9904700 | 10/27/1999 | APARELHO E METODO PARA NIVELAMENTO TRIDIMENSIONAL (Portuguese) |
| 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 | 9/27/2003 | 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

| | A | B | C | D | E | F |
|----|----------|----------|--------------|------------|-------------|--|
| 1 | COUNTRY | PATENT # | PATENT DATE: | APPL. #: | APPL. DATE: | TITLE: |
| 18 | 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) |
| 19 | Canada | 2462885 | 4/17/2003 | 2462885 | 10/8/2002 | LIGHTWEIGHT APPARATUS FOR SCREEDING AND VIBRATING UNCURED CONCRETE SURFACES (English) |
| 20 | Canada | 2005242 | 1/16/1996 | 2005242 | 12/12/1989 | SCREEDING APPARATUS AND METHOD (English#French) |
| 21 | China | | | 02822460.4 | 5/12/2004 | Lightweight Apparatus for Screeding and Vibrating Uncured Concrete Surfaces |
| 22 | European | 997579 | 4/3/2002 | 99308506 | 10/27/1999 | APPARATUS AND METHOD FOR THREE-DIMENSIONAL CONTOURING (English#French#German) |
| 23 | European | 1267000 | 1/28/2004 | 2002254131 | 6/13/2002 | Concrete finishing apparatus |
| 24 | European | 376692 | 2/22/1995 | 89313606 | 12/27/1989 | IMPROVED SCREEDING APPARATUS AND METHOD. (English#French#German) |
| 25 | European | 756655 | 11/21/2001 | 02800976.9 | 5/10/2004 | LIGHTWEIGHT APPARATUS FOR SCREEDING AND VIBRATING UNCURED CONCRETE SURFACES (English) |
| 26 | European | | | 96906613 | 2/16/1996 | METHOD AND APPARATUS FOR AUTOMATED LASER ALIGNED LEVELLING (English#French#German) |
| 27 | France | | | 99308506 | | 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: |
| 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 | DECKENFERTIGUNGSMASCHINE 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 |
|----|----------------|-------------|--------------|-----------|-------------|---|
| | COUNTRY | PATENT # | PATENT DATE: | APPL. #: | APPL. DATE: | TITLE: |
| 1 | United Kingdom | 376692 | | 89313606 | | Improved Screeding Apparatus and Method |
| 49 | United Kingdom | 756655 | | 96906613 | 2/16/1996 | Method and Apparatus for Automated Laser Aligned Leveling |
| 50 | United States | 4978246 | 12/18/1990 | 381177 | 7/18/1989 | APPARATUS AND METHOD FOR CONTROLLING LASER GUIDED MACHINES (English) |
| 51 | United States | | | | | APPARATUS AND METHOD FOR THE CONTROL OF THE QUALITY OF ELEVATED CONCRETE FLOORS |
| 52 | United States | | | | | APPARATUS AND METHOD FOR IMPROVING QUALITY OF ELEVATED CONCRETE FLOORS (English) |
| 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 | | | | | APPARATUS AND METHOD FOR IMPROVING THE CONTROL OF A CONCRETE-SCREENED HEAD ASSEMBLY (English) |
| 55 | United States | 20040190991 | 9/30/2004 | 10/804325 | 3/19/2004 | APPARATUS AND METHOD FOR PLACING ELEVATED CONCRETE SLABS (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 | | | | | APPARATUS AND METHOD FOR SUBGRADE PREPARATION |
| 58 | United States | | | | | APPARATUS AND METHOD FOR SUBGRADE PREPARATION (English) |
| 59 | United States | | | | 7/16/2005 | 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

| | 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 | | | | | | |
| 69 | United States | 6695532 | 2/24/2004 | 10/166507 | 6/10/2002 | CONCRETE FINISHING APPARATUS (English) |
| 70 | | | | | | |
| 71 | United States | 6623208 | 9/23/2003 | 798617 | 12/15/2000 | Concrete placing and screeding apparatus and method (English) |
| 72 | United States | 6588976 | 7/9/2003 | 41642 | 1/8/2002 | CONCRETE PLACING AND SCREEDING APPARATUS AND METHOD (English) |
| 73 | | | | | | |
| 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 | | | | | | |
| 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

| | A | B | C | D | E | F |
|----|---------------|------------|-------------|-------------|------------|---|
| | COUNTRY | PATENT # | PATENT DATE | APPL #: | APPL DATE: | TITLE: |
| 82 | United States | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [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] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [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] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 91 | WIPO | 200494011 | 11/4/2004 | 2004US8463 | 3/19/2004 | Apparatus and Method for Improving the Control of a Concrete Screenshot Assembly |
| 92 | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 93 | WIPO | 200143932 | 6/21/2001 | 2000US34111 | 12/15/2000 | CONCRETE PLACING AND SCREEDING APPARATUS AND METHOD (English) |
| 94 | WIPO | 9676320 | 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.

| | A | B | C | D | E | F |
|----|---------------|--------------|-----------|-----------|------------|--|
| | COUNTRY | REG.# | REG. DATE | SERIAL.# | FILED DATE | MARK |
| 1 | | | | | | |
| 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 | | | | | | |
| 21 | United States | 205925 | | | | LASER SCREED |

Note: Shaded items are Expired, Lapsed or Abandoned

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

Note: Shaded items are Expired, Lapsed or Abandoned

EXHIBIT C

Trade Secrets

See attachment.

| | A | B |
|----|--|---------------------------|
| 1 | | |
| 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 | | |
| 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.

296363.7

| | 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 | FILE |
| 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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RECORDED: 11/08/2005

TRADEMARK
REEL: 003250 FRAME: 0331