

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DHI Corp. | FORMERLY DHI Acquisition Corp. | 03/06/2006 | CORPORATION: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | The Marshall Company | | |
| Street Address: | 4770 Van Epps Road | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44131 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78154253 | MAXGRADE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (414)273-5198 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 414-273-3500 | | |
| Email: | nakees@gklaw.com | | |
| Correspondent Name: | Nicholas A. Kees; Godfrey & Kahn, S.C. | | |
| Address Line 1: | 780 N. Water Street | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| ATTORNEY DOCKET NUMBER: | 059776-0002 | | |
| NAME OF SUBMITTER: | Nicholas A. Kees | | |
| Signature: | /nak/ | | |
| Date: | 03/07/2006 | | |

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Total Attachments: 1
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TRADEMARK ASSIGNMENT

WHEREAS, DHI CORP., formerly known as DHI ACQUISITION CORP. by change of name, a Wisconsin corporation having a place of business at 5205 W. Donges Bay Road, Mequon, WI 53092 ("Assignor"), owns all right, title, and interest in United States Application No. 78/154,253 for the mark MAXGRADE and any related common law rights, including the goodwill associated therewith (the "Trademark");

WHEREAS, THE MARSHALL COMPANY, an Ohio company having a place of business at 4770 Van Epps Road, Cleveland, OH 44131 ("Assignee"), desires to acquire all rights in the Trademark from Assignor, including the goodwill associated therewith; and

WHEREAS, Assignor has agreed that in return for one dollar (\$1.00) and other good and valuable consideration, Assignee shall acquire all rights in and to the Trademark and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover damages and profits for past and future infringements thereof.


NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademark and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all other papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all right, title, and interest in and to the Trademark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

Dated this 6th day of March, 2006.

ASSIGNOR:

DHI CORP., formerly known as **DHI ACQUISITION CORP.**

By: 
Name: Todd Witte
Title: President

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