

## 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
AbelConn, LLC		03/12/2006	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	AC Acquisition Company, LLC		
Street Address:	9210 Science Center Drive		
City:	New Hope		
State/Country:	MINNESOTA		
Postal Code:	55428		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2234246	ABELCONN	
CORRESPONDENCE DATA			
Fax Number:	(314)480-1505		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314.480.1500		
Email:	trademark@husch.com		
Correspondent Name:	H. Frederick Rusche		
Address Line 1:	190 Carondelet Plaza		
Address Line 2:	Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	61329-016		
NAME OF SUBMITTER:	H. Frederick Rusche		
Signature:	/H. Frederick Rusche/		

OP \$40.00 2234246

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TRADEMARK  
REEL: 003276 FRAME: 0839

Date:

03/27/2006

Total Attachments: 4

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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of this 12th day of March, 2006, by **ABELCONN, LLC**, a Minnesota limited liability company with its principal place of business at 9210 Science Center Drive, New Hope, Minnesota 55428 ("AbelConn"), to **AC ACQUISITION COMPANY, LLC**, a Delaware limited liability company that will change its name to AbelConn, LLC with its principal place of business at 9210 Science Center Drive, New Hope, Minnesota 55428 ("Company").

### RECITALS

Company and AbelConn have entered into that certain Asset Transfer Agreement of even date hereof (the "Asset Transfer Agreement"). In accordance with the Asset Transfer Agreement, AbelConn desires to transfer and assign to Company, and Company desires to accept the transfer and assignment of, all of AbelConn's worldwide right, title and interest in and to all of AbelConn'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").

### AGREEMENT

NOW, THEREFORE, pursuant to the terms and conditions of the Asset Transfer Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AbelConn does hereby transfer and assign to Company, and Company hereby accepts the transfer and assignment of, all of AbelConn's worldwide right, title and interest in, to and under the Marks, together with AbelConn's 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 Company, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by AbelConn 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 construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment of Servicemarks and Trademarks shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws. The parties hereby submit to the exclusive jurisdiction of any federal or state court located within the County of Hennepin, State of Minnesota over any dispute arising out of or relating to this Assignment of Servicemarks and Trademarks or any of the transactions contemplated hereby, and further agree that venue for all such matters shall lie exclusively in those courts and that process for any such action or proceeding may be served on

any party anywhere in the world. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have, including, but not limited to, any claim of forum non conveniens, to venue in the courts located in the County of Hennepin, State of Minnesota. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

This Assignment of Servicemarks and Trademarks shall inure to the benefit of and shall be binding upon AbelConn and Company and their respective successors and assigns. Notwithstanding any other provision of this Assignment of Servicemarks and Trademarks, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including, but not limited to, any representation, warranty, covenant or agreement of AbelConn or Company, set forth in the Asset Transfer Agreement.

Any number of counterparts of this Assignment of Servicemarks and Trademarks may be executed and each such executed counterpart shall be deemed an original. This Assignment of Servicemarks and Trademarks and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manners and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

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

**ABELCONN, LLC**

By: Clifford L. Olson  
Clifford L. Olson, Chief Executive Officer

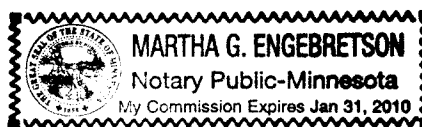
STATE OF Minnesota )  
 ) SS.  
COUNTY OF Hennepin )

On this 9th day of March, 2006, before me, the undersigned Notary Public, personally appeared **CLIFFORD L. OLSON**, known to me to be the person described in and who executed the foregoing Assignment of Servicemarks and Trademarks, as Chief Executive Officer of **ABELCONN, LLC**, and acknowledged that he executed the same on behalf of and in the name of said limited liability company as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

My Commission Expires: Jan. 31, 2010

Martha G. Engbretson  
Notary Public



## SCHEDULE A

### Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
"AbelConn"	US 2,234,246	March 23, 1999

### Unregistered Servicemarks and Trademarks

"Fabri-Tek"

### Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
N/A	N/A	N/A

### Trade Names

"AbelConn"