

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
LINDSTROM METRIC, INC.		03/30/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	LINDSTROM METRIC, LLC.		
Street Address:	2950 100TH COURT NE		
City:	BLAINE		
State/Country:	MINNESOTA		
Postal Code:	55449		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2156485	MEGA	
Registration Number:	2334114	MM	
CORRESPONDENCE DATA			
Fax Number:	(612)371-3207		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612/371-3211		
Email:	TMG@LINDQUIST.COM		
Correspondent Name:	LINDQUIST & VENNUM P.L.L.P.		
Address Line 1:	80 SOUTH EIGHTH STREET		
Address Line 2:	4200 IDS CENTER		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	450352.0003		
NAME OF SUBMITTER:	CONNIE HEIKKILA		
Signature:	/C/		

CH \$65.00 2156485

Date:

04/06/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of March 30, 2006, is made and entered into by and between Lindstrom Metric, Inc., a Minnesota corporation ("LMI"), and Lindstrom Metric, LLC, a Delaware limited liability company (the "Company").

WHEREAS, LMI is the owner of the trademarks identified on the attached Schedule A (the "Trademarks");

WHEREAS, LMI, the Company and Norwest Equity Partners VIII, LP have executed a Contribution Agreement dated as of the date hereof (the "Contribution Agreement");

WHEREAS, LMI desires to transfer and assign its rights in the Trademarks to the Company pursuant to the terms of the Contribution Agreement , and the Company desires to accept such transfer and assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Contribution Agreement and effective as of the Effective Time (as defined in the Contribution Agreement), LMI hereby sells, transfers, assigns and conveys to the Company, and the Company hereby accepts from LMI, all of LMI's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby and the registrations identified on Schedule A , in each case without representation or warranty by LMI, express or implied, except as expressly set forth in the Contribution Agreement.

IN WITNESS WHEREOF, LMI and the Company have made this Agreement on and as of the date first above written.

LINDSTROM METRIC, INC.

By *Uggil Lindstrom*
Its President

LINDSTROM METRIC, LLC

By *Uggil Lindstrom*
Its President

Subscribed and sworn to before me
this 30 day of March, 2006.

Melissa Richason
Notary Public

Subscribed and sworn to before me
this 30 day of March, 2006.

Melissa Richason
Notary Public

DNVR1:60339119.04



SCHEDULE A
TRADEMARKS

Trademark	Status	Registration Number	Registration Date	Territory
MEGA	Registered	2156485	05/12/1998	U.S.
MM	Registered	2334114	03/28/2000	U.S.

The Trademarks shall further include any stylized or logo versions of any of the items set forth above, and any common-law rights and state and foreign applications and registrations for any of the foregoing.