

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/06/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRS QUALITY, INC.		07/06/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	INNOVATION FIRST, INC.
Street Address:	6611 Interstate 30 West
City:	Greenville
State/Country:	TEXAS
Postal Code:	75402
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3108065	VEX
Serial Number:	78524490	VEX
Serial Number:	78543461	VEX
Serial Number:	78543477	VEX

CORRESPONDENCE DATA

Fax Number: (214)747-2091
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-292-4080
 Email: tmdocdal@fr.com
 Correspondent Name: J. Kevin Gray
 Address Line 1: P.O. Box 1022
 Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 14489-001002

CH \$115.00 3108065

NAME OF SUBMITTER:	Linda M. Novak
Signature:	/lmn/
Date:	07/12/2006
Total Attachments: 3 source=vex#page1.tif source=vex#page2.tif source=vex#page3.tif	

ASSIGNMENT

WHEREAS, TRS QUALITY, INC., a Delaware corporation, having a principal place of business at MS CF4-101, 300 RadioShack Circle, Fort Worth, Texas 76102-1964, has adopted, intends to use, used and is using the trademarks listed on the attached Exhibit A ("Marks") attached hereto; and

WHEREAS, INNOVATION FIRST, INC., a Texas corporation, having a principal place of business at 6611 Interstate 30 West, Greenville, Texas 75402, is desirous of acquiring all rights, title and interest in the Marks, including but not limited to, common law rights, and applications for registration and registrations thereof, together with the goodwill of the business symbolized by said Marks;

WHEREAS, ASSIGNOR transferred to ASSIGNEE certain assets whereby ASSIGNEE acquired from ASSIGNOR, and thereby became the successor to, the portion of ASSIGNOR'S business to which the Marks pertain, which business is ongoing and existing; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in the Marks, including, but not limited to, common law rights, and applications for registration and registrations thereof, together with the goodwill of the business symbolized by said Marks, the right to secure registrations for the Marks in all countries, and ASSIGNOR hereby authorizes and requests the Commissioner of Trademarks to issue any and all trademark registrations resulting from the trademark applications for the Marks to ASSIGNEE as ASSIGNEE of the entire right, title and interest therein, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto and the right to sue and recover damages by reason of past, present and future infringement of the rights assigned under this Trademark Assignment with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made;

ASSIGNEE's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any of the Marks, applications for the Marks and other trademark rights and trademark applications assigned pursuant to this Trademark Assignment, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this Trademark Assignment.

This instrument shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding upon ASSIGNOR and its successors and assigns.

TRS QUALITY, INC.



By: _____

Name: Joel Tiede

Title: President

STATE OF TEXAS

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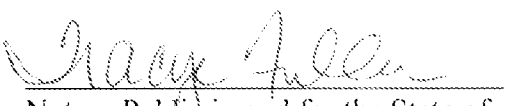
COUNTY OF TARRANT

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Before me on this day personally appeared Joel Tiede, known to me to be the President of TRS QUALITY, INC., and acknowledged to me that he has the authority to execute the foregoing instrument for TRS QUALITY, INC., that he executed the foregoing instrument as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

SUBSCRIBED AND SWORN TO before me this 16 day of July, 2006.

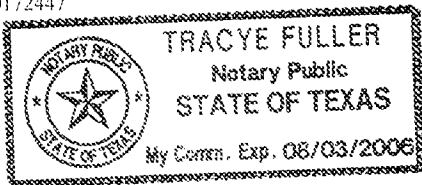


Notary Public in and for the State of Texas

My Commission Expires: 8/3/06

Tracye Fuller
Printed Name

90172447



01/06/2005

PENDING APPLICATIONS/ISSUED REGISTRATIONS

COUNTRY	MARK	SERIAL/REG. NO.	FILING/REG. DATE
United States	VEX	3,108,065	6/20/2006
United States	VEX	78/524,490	11/30/2004
United States	VEX	78/543,461	01/06/2005
United States	VEX	78/543,477	01/06/2005
Australia	VEX	1054376	5/15/2006
Canada	VEX	1257006	05/10/2005

COMMON LAW MARKS

VEX
VEX ROBOTICS DESIGN SYSTEM

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