

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hansen Manufacturing Corp.		12/31/2006	CORPORATION: SOUTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Westfield Distributing (South Dakota) Inc.		
<b>Street Address:</b>	5100 West 12th Street		
<b>City:</b>	Sioux Falls		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57105		
<b>Entity Type:</b>	CORPORATION: SOUTH DAKOTA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2501591	HI ROLLER	
Registration Number:	2431575	HI ROLLER	
Serial Number:	78882865	HI LIFE	
Serial Number:	78882844	HI BULK	
Serial Number:	78882878	MINI ROLLER	
Serial Number:	78882821	CONSIGNOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172390632		
<b>Email:</b>	agrandy@eapdlaw.com		
<b>Correspondent Name:</b>	Adam M. Grandy		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		

**CH \$165.00 2501591**

ATTORNEY DOCKET NUMBER:	301056-1
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	01/05/2007
Total Attachments: 4 source=Trademark Assignment Hansen#page1.tif source=Trademark Assignment Hansen#page2.tif source=Trademark Assignment Hansen#page3.tif source=Trademark Assignment Hansen#page4.tif	

## ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS is made as of the 31<sup>st</sup> day of December, 2006, by Hansen Manufacturing Corp., a South Dakota corporation with its principal place of business in Sioux Falls, South Dakota ("Assignor"), to Westfield Distributing (South Dakota) Inc., a South Dakota corporation with its principal place of business in Sioux Falls, South Dakota ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 31, 2006 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark 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").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the 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 Service Marks 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 the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service Marks and Trademarks not been made.

Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Marks hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Transferred Items and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may

reasonably request to more effectively transfer and assign to and vest in Buyer each of the Transferred Items, all at the sole cost and expense of Seller.

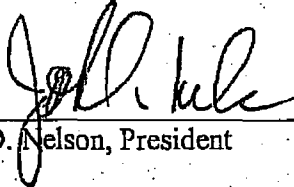
The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Marks, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of South Dakota without giving effect to the principles of conflicts of laws thereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

HANSEN MANUFACTURING CORP.,

By:   
John D. Nelson, President

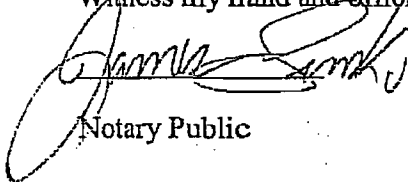
State of South Dakota )

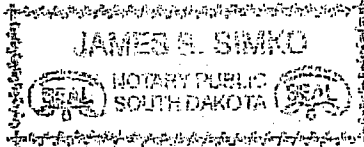
) ss.:

County of Minnehaha )

On this 29<sup>th</sup> day of December, 2006 before me, James Simko personally appeared John D. Nelson, President of Hansen Manufacturing Corp., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public



**SCHEDULE A**

**Registered Service Marks and Trademarks**

<b>Service Mark or Trademark</b>	<b>U.S. or Canadian Registration No.</b>	<b>Registration</b>
Hi Roller Standard Character Mark	2501591	October 30, 2001
Hi Roller Stylized Mark with Arrow	2431575	February 27, 2001

**Pending Service Marks or Trademark Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Application Date</b>
Hi Life Standard Character Mark	78882865	May 12, 2006
Hi Bulk Standard Character Mark	78882844	May 12, 2006
Mini Roller	78882878	May 12, 2006
Consignor	78882821	May 12, 2006