

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
TelSmith, Inc.		12/31/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	TI Services, Inc.		
Street Address:	700 W. 21st Street		
City:	Yankton		
State/Country:	SOUTH DAKOTA		
Postal Code:	57078		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3082267	TRAC10	
CORRESPONDENCE DATA			
Fax Number:	(423)508-1277		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	423-757-0277		
Email:	dhill@cbslawfirm.com		
Correspondent Name:	David J. Hill		
Address Line 1:	1000 Tallan Building		
Address Line 2:	Two Union Square		
Address Line 4:	Chattanooga, TENNESSEE 37402		
ATTORNEY DOCKET NUMBER:	14711_12-0201		
NAME OF SUBMITTER:	David J. Hill		
Signature:	/David J. Hill/		
Date:	02/02/2007		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment is made as of the 31st day of December, 2006, by Telsmith, Inc., a Wisconsin corporation having an office and principal place of business in Mequon, Wisconsin ("Assignor").

WHEREAS, Assignor owns U.S. Trademark Registration No. 3,082,267 for the mark TRAC10 ("the Trademark"); and

WHEREAS the Trademark is associated with Assignor's automation system, namely computer software programs and related hardware for monitoring and controlling rock and stone crushing equipment ("the Products"); and

WHEREAS the Trademark symbolizes a portion of the goodwill of Assignor's business relating to the Products; and

WHEREAS Assignor and TI Services, Inc., a South Dakota corporation, having an office and principal place of business in Yankton, South Dakota (hereinafter referred to as "Assignee"), and certain of their affiliates and related companies are engaged in a reorganization of the relative rights and obligations of each to the others (hereinafter referred to as "the Reorganization"); and

WHEREAS, as a part of the Reorganization, Assignee has acquired the Trademark, together with the goodwill of Assignor's business symbolized thereby;

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of the Trademark, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor represents and warrants to Assignee that;
 - (a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin.
 - (b) Assignor has full corporate authority to execute this Assignment, and that this Assignment and the terms and conditions hereof have been duly authorized by all requisite corporate authorities and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
 - (c) Assignor is the owner of the Trademark, and no other person or entity has any security interest or other right in or to the Trademark.
 - (d) Assignor has not abandoned or discontinued use, by itself or a related company, of the Trademark.

- (e) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened against Assignor in any court or before any governmental agency which might have an adverse effect on the Trademark or the goodwill of the business symbolized thereby.
- (f) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Trademark, or of any goodwill symbolized thereby, or which has created or would create a lien thereon or would affect or interfere with Assignee's use thereof or its rights therein.
3. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Assignment, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation made in or in connection with this Assignment.
4. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to the Trademark, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of the Trademark.
5. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Trademark, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Trademark, and otherwise fully carrying out the terms of this Assignment.
6. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first written above.

TELSMITH, INC.

By:



Its:

