# 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
IlAlexander Technologies, Inc.	FORMERLY Alexander Manufacturing Corporation	03/19/2007	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Batteries Plus, LLC
Street Address:	925 Walnut Ridge Drive
City:	Hartland
State/Country:	WISCONSIN
Postal Code:	53029
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1468100	MEDCEL

#### **CORRESPONDENCE DATA**

Fax Number: (414)273-5198

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-273-3500

Email: bgilpin@gklaw.com

Correspondent Name: Brian G. Gilpin

Address Line 1: 780 North Water Street Address Line 2: Godfrey & Kahn, S.C.

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	053039-0073
NAME OF SUBMITTER:	Brian G. Gilpin
Signature:	/bgg/

TRADEMARK REEL: 003504 FRAME: 0297

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Date:	03/21/2007
Total Attachments: 2 source=BP#page1.tif source=BP#page2.tif	

TRADEMARK REEL: 003504 FRAME: 0298

#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made effective as of the last date indicated in the signature blocks below (the "Effective Date") by and between Alexander Technologies, Inc., formerly known as Alexander Manufacturing Corporation, a Delaware corporation having its principal place of business at 1511 South Garfield Place, Mason City, Iowa 50401 ("Assignee"), and Batteries Plus, LLC, a Wisconsin limited liability company having its principal place of business at 925 Walnut Ridge Drive, Hartland, Wisconsin 53029 ("Assignor").

WHEREAS, Assignor owns all right, title and interest in and to the trademark MEDCEL, including all right, title and interest in U.S. Registration No. 1,468,100, for the mark MEDCEL Design ("the Mark"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all right, title and interest in and to the Mark, including the goodwill associated therewith, as set forth below.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns to Assignee all worldwide right, title and interest in and to the Mark; all common law rights therein; all goodwill associated therewith; all income, royalties and payments hereafter due or payable, if any, to Assignor relating thereto, and the right to sue and recover for the foregoing; and all right to sue and recover damages for past, present and future infringement of the Mark.
- 2. <u>Payment</u>. Within ten days of the Effective Date, Assignee shall pay to Assignor the sum of \$10,000.00 U.S. Dollars by check, wire transfer, or as otherwise agreed upon by the parties.
- 3. <u>Phase Out.</u> Assignor agrees to cease all use of the Mark no later than three months after the Effective Date. Assignor will remove the Mark from any and all products, advertising, marketing, and other materials owned by and associated with Assignor.
- 4. <u>Cooperation</u>. Assignor agrees to provide Assignee, its successors, assigns or legal representatives, reasonable cooperation and assistance at Assignee's request (including without limitation the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney, and other documentation as may be reasonably required) to effectuate and record this Assignment.
- Assignor is the sole and exclusive owner, free and clear of all liens, claims, security interests, licenses, and encumbrances, of all right, title and interest in the Mark, including U.S. Reg. No. 1,468,100; Assignor has the absolute right to use the Mark and to assign the Mark to Assignee without seeking the approval or consent or any third party and without payments to any third party; Assignor is not aware of any existing or threatened claims or proceedings by any person relating to the Mark or challenging Assignor's ownership of the Mark; the Mark is not subject to any outstanding order, decree, judgment, stipulation, use restriction, undertaking, or agreement limiting its scope or use;

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Assignor is not aware of any current infringing or diluting uses of the Mark and no investigations are pending concerning the possibility of such infringing or diluting uses; and Assignor has not granted any license, franchise, permit, or other right to any third party to use the Mark.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment as of the Effective Date.

ALEXANDER TECHNOLOGIES, INC. formerly known as ALEXANDER MANUFACTURING CORPORATION

By: / / / \_\_\_\_

Title: Unincian Dispotoc.

Date: 16th Mar 200)

**BATTERIES PLUS, LLC** 

Name: CRNG COOPER

Title: CFO

Date: 03-19-2007

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