

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-----------------------|
| Delaware Capital Formation, Inc. | | 01/31/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------|
| Name: | Thiele Technologies, Inc. |
| Street Address: | 315 27th Ave. NE |
| City: | Minneapolis |
| State/Country: | MINNESOTA |
| Postal Code: | 55418 |
| Entity Type: | CORPORATION: MISSOURI |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 2222251 | STATE-OF-THE-ART SIMPLICITY |
| Registration Number: | 2073872 | TISMA |
| Registration Number: | 1995537 | TISMA |
| Registration Number: | 2089591 | STAR PROPHECY |
| Registration Number: | 2367164 | SMART LOADER |
| Registration Number: | 2363360 | SEQUENTIAL TRANSFER |
| Registration Number: | 1632155 | TMC |
| Registration Number: | 1736067 | MEMORY TRACK |
| Registration Number: | 1972260 | SWF MACHINERY |
| Registration Number: | 2026280 | BLISS-MATIC |
| Registration Number: | 2387059 | SWF COMPANIES |
| Registration Number: | 1165261 | TRAY-MATIC |
| Registration Number: | 1163453 | SEAL-MATIC |
| Registration Number: | 2492253 | SURE WAY |

CH \$390.00 2222251

Registration Number:

1690712

ULTRA TRACK

CORRESPONDENCE DATA

Fax Number: (559)435-1500

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

Phone: (559) 435-5500

Email: mmiller@kmulaw.com

Correspondent Name: Mark D. Miller

Address Line 1: 5260 N. Palm Ave., Ste. 221

Address Line 4: Fresno, CALIFORNIA 93704

ATTORNEY DOCKET NUMBER:

11248.04 - THIELE

NAME OF SUBMITTER:

Mark D. Miller

Signature:

/Mark D. Miller/

Date:

06/14/2007

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement ("Agreement") is entered into by and between Delaware Capital Formation, Inc. ("DCF"), and Thiele Technologies, Inc., a Missouri corporation ("Buyer").

RECITALS

A. Buyer is on the date hereof acquiring by merger all of the shares of Sanger Works Factory, Inc. ("SWF") from its sole shareholder, Sanger Works Factory Holdings, LLC, under the terms of that certain Agreement and Plan of Merger, dated January 3^d, 2007 (the "Merger Agreement").

B. DCF and SWF are parties to an Intellectual Property License Agreement pursuant to which SWF licenses rights under certain patents, trademarks, copyrights, and trade secrets from DCF, which Intellectual Property License Agreement will be terminated immediately prior to the closing under the Merger Agreement.

C. It is a condition to closing under the Merger Agreement that DCF assign to Buyer certain of those patents, trademarks, copyrights, and trade secrets historically licensed by DCF to SWF, and DCF is willing to so assign such assets on the terms provided for herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Purchase Price. The Purchase Price payable by Buyer to DCF for the IP Rights shall be (the "IP Purchase Price"). The IP Purchase Price shall be payable immediately upon execution hereof by wire transfer of immediately available funds to the account which shall have been specified by SWF in writing on or before the date hereof.

2. Assignment. In consideration for the payment of the IP Purchase Price as described in Section 1 above, DCF hereby assigns and transfers to Buyer, and Buyer hereby accepts such assignment and transfer of, all of DCF's rights, title and interest in and to the following intellectual property rights (collectively, "IP Rights"):

a. Patents. The patent and patent applications (U.S. and foreign) identified on the attached Exhibit A, including continuations, continuation-in-parts, and divisionals thereof, and any inventions and discoveries disclosed therein.

b. Trademarks. The trademarks identified on the attached Exhibit B, including any registrations and applications for registration thereof, and all goodwill associated therewith.

c. [Intentionally Omitted].

d. Copyrights. The copyrights identified on the attached Exhibit C.

e. Associated Rights. All rights of enforcement and recovery for past infringement of any of the IP Rights.

DCF will, promptly after the Effective Date of this Agreement, execute the assignment of patents attached hereto as Exhibit D (the "Patent Assignment") and provide such Patent Assignment to the Buyer, who shall bear any and all responsibility and costs associated with the filing thereof (whether in the U.S. Patent and Trademark Office or with the corresponding governmental agencies or authorities in foreign jurisdictions).

3. Further Assurances. DCF shall execute such other or additional instruments of transfer or conveyance in respect of the patents, trademarks, copyrights, trade secrets, and associated rights being conveyed herein as are reasonably requested by Buyer, including any applicable forms of assignment necessary for filing with the U.S. Patent and Trademark Office, the U.S. Copyright Office, and the corresponding governmental agencies or authorities in foreign jurisdictions.

4. Disclaimer. THE TRANSFER OF IP RIGHTS IS MADE WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. THE IP RIGHTS ARE TRANSFERRED WITH ALL FAULTS. The foregoing is not intended to limit any rights as between Buyer, Sanger Works Factory Holdings, LLC, or the other parties thereto under the Merger Agreement.

5. Miscellaneous. This Agreement shall be governed by the internal laws of the state of Delaware. This Agreement may only be amended in writing signed by the parties. This Agreement is the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned to any party without the prior written consent of the other party. Any term of this Agreement that is found to be invalid or unenforceable shall not affect the validity and enforceability of the remaining terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.

By: Amy Ward

Print Name: Amy Ward

Title: PRESIDENT

January 31, 2007

THIELE TECHNOLOGIES, INC.

By: Gregory L. Conrad

Print Name: GREGORY L. CONRAD

Title: VICE PRESIDENT

Exhibit A

Patents
(Omitted)

Exhibit B

Trademarks

(Listing of Non-US or Non-Mexico Trademarks Omitted)

TRADEMARK

REEL: 003561 FRAME: 0113

UNITED STATES TRADEMARKS

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|---------------|---------|-----------|-----------|-----------|-----------------------------|--|
| United States | 2222251 | 08-Feb-99 | 75-248336 | 08-May-97 | STATE-OF-THE-ART SIMPLICITY | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| United States | 2073872 | 24-Jun-97 | 75-135275 | 17-Jul-96 | TISMA | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| United States | 1995537 | 20-Aug-96 | 74-725258 | 05-Sep-95 | TISMA and Design | TISMA MACHINERY CORPORATION (Illinois Corporation), 1099 ESTES AVENUE, ELK GROVE VILLAGE, IL (Illinois), 60007, USA (United States of America) |
| United States | 2089591 | 19-Aug-97 | 74-640228 | 01-Mar-95 | STAR PROPHECY | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation); 1403 FOULK ROAD, SUITE 102, WILMINGTON, DE (Delaware), 19803 |
| United States | 2367164 | 11-Jul-00 | 75-352461 | 05-Sep-97 | SMART LOADER | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| United States | 2363360 | 27-Jun-00 | 75-352460 | 05-Sep-97 | SEQUENTIAL TRANSFER | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| United States | 1632155 | 22-Jan-91 | 74-020151 | 18-Jan-90 | TMC | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |

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|---------------|---------|-----------|-----------|-----------|--------------------------|---|
| United States | 1736067 | 01-Dec-92 | 74-175753 | 12-Jun-91 | MEMORY TRACK | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| United States | 1972260 | 07-May-96 | 74-553435 | 25-Jul-84 | SWF Machinery and Design | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| United States | 2026280 | 31-Dec-86 | 74-556214 | 08-Aug-94 | Bliss-Matic | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), 1403 FOULK ROAD, SUITE 102, WILMINGTON, DE (Delaware), 19803 |
| United States | 2387059 | 19-Sep-00 | 75-603884 | 11-Dec-98 | SWF COMPANIES | DELAWARE CAPITAL FORMATION, INC. (DELAWARE Corporation); 1403 FOULKSTONE PLAZA, SUITE 102, WILMINGTON, DE (Delaware), 19803 |
| United States | 1165261 | 18-Aug-81 | 73-251456 | 25-Feb-80 | Tray-Matic | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| United States | 1163453 | 04-Aug-81 | 73-251463 | 25-Feb-80 | Seal-Matic | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| United States | 2492253 | 25-Sep-01 | 76-043232 | 04-May-00 | SURE WAY | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), 1403 FOULK ROAD, STE 102, WILMINGTON, DE (Delaware), 19803 |

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|---------------|---------|-----------|-----------|-----------|-------------|---|
| United States | 1690712 | 02-Jun-92 | 74-029240 | 18-Jan-90 | ULTRA TRACK | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
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MEXICO TRADEMARKS

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|--------|--------|-----------|--------|-----------|---------------|---|
| Mexico | 635880 | 10-Dec-99 | 303461 | 04-Aug-97 | Bliss Matic | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| Mexico | 580394 | 30-Jun-98 | 303460 | 04-Aug-97 | SWF Machinery | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| Mexico | 622452 | 17-Sep-99 | 303462 | 04-Aug-97 | Seal-Matic | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |
| Mexico | 587563 | 24-Sep-98 | 303463 | 04-Aug-97 | Tray-Matic | DELAWARE CAPITAL FORMATION, INC. (Delaware Corporation), STE. 102, 1403 FOULK RD., WILMINGTON, DE (Delaware), 19803 |

Exhibit C

Copyrights
(Omitted)

TRADEMARK

REEL: 003561 FRAME: 0118

Exhibit D

Patent Licenses
(Omitted)