

**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>
Despatch Industries, Inc.		11/19/2007	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Despatch Industries Limited Partnership		
<b>Composed Of:</b>	COMPOSED OF Despatch Industries, LLC Despatch GP, LLC		
<b>Street Address:</b>	8860 207th Street West		
<b>City:</b>	Lakeville		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55044		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0520896	DESPATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(952)995-9577		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	952-224-7285		
<b>Email:</b>	pat.shriver@fmjlaw.com		
<b>Correspondent Name:</b>	Ernest P. Shriver		
<b>Address Line 1:</b>	775 Prairie Center Drive		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Eden Prairie, MINNESOTA 55344		
<b>ATTORNEY DOCKET NUMBER:</b>	60029-4		
<b>NAME OF SUBMITTER:</b>	Ernest P. Shriver		
<b>Signature:</b>	/eps/		

OP \$40.00 0520896

Date:

11/20/2007

**Total Attachments: 8**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is made and entered into as of November 19, 2007 (the "Effective Date") by and between Despatch Industries, Inc., a Minnesota corporation ("Assignor"), and Despatch Industries Limited Partnership, a Minnesota limited partnership ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to the Agreement to Purchase Partnership Interests of Despatch Industries Limited Partnership, dated November 19, 2007 (the "Purchase Agreement"), whereby Assignor is selling its limited partnership interests in Assignee to Despatch Industries, LLC, a Minnesota limited liability company, and Despatch GP, LLC, a Minnesota limited liability company, and whereby, pursuant to Section 2.12 of the Purchase Agreement, Assignor shall have assigned any and all of Assignor's registered and unregistered rights and trademarks, all upon the terms and conditions set forth in the Purchase Agreement;

WHEREAS, Assignor and Assignee desire that Assignor assign all its right, title and interest in and to the intellectual property used in Assignee's business, all as set forth on Schedule A attached hereto (the "Assigned IP"), to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Assignment of Patents. With respect to Patents, Assignor hereby irrevocably assigns to Assignee, and its successors and assigns:
  - a) The entire right, title and interest to the Patents including the inventions described or claimed therein, and to each U.S. and foreign patent application and patent from which the Patents claim priority to in whole or in part; and
  - b) The entire right, title and interest to any United States or foreign patents that may issue with respect to the inventions described or claimed in the Patents;
  - c) The entire right, title and interest to any renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions of the Patents, and all foreign applications based thereon;
  - d) The right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise; and
  - e) The right to enforce patent rights to such Patents, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with all claims by Assignor for damages by reason of past infringement or for provisional rights and including 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.

- f) Assignor agrees that all Patents shall belong exclusively to Assignee, with Assignee having the right to obtain and to hold in its own name such patents, or such other perfection, registration, certification, or protection as may be obtained or applicable to the subject matter, and any extensions and renewals thereof.
  - g) Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment.
2. Assignment of Trademarks. With respect to trademarks, Assignor hereby irrevocably assigns to Assignee, and its successors and assigns:
- a) The entire right, title and interest in and to (i) the trademarks listed on Exhibit A, and (b) all of Assignor's rights to the "Despatch" and "Ransco" trademarks, for the United States and throughout the world, together with the goodwill of the business associated therewith and the registrations thereof.
  - b) This Assignment includes all rights in the nature of trademark, service mark, and trade name rights, as well as the right to sue for past infringement by any third party.
3. Assignment of Copyright. With respect to copyrighted works, Assignor hereby irrevocably assigns to Assignee, and its successors and assigns all right, title and interest in and to such copyrighted works, together with the goodwill of the business connected with and symbolized by such copyrighted works, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such copyrights or injury to said goodwill and the right to sue for and recover the same in Assignee's own name.
4. Entire Agreement. The provisions of this Assignment and the Purchase Agreement contain the entire agreement between the parties, and they supersede all prior agreements with respect to the subject matter of this Assignment. This Assignment may not be changed or modified in any manner, and the observance of any provision of this Assignment may not be waived, except by an instrument in writing signed by the parties. In the event of conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.
5. Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon Assignee and Assignor, and the successors and assigns of Assignee and Assignor.
6. Governing Law; Disputes. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota without regard to any state's conflict of laws principles.

7. Section Headings. The section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.
8. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute the Assignment.
9. Further Assurances. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of the Assigned IP hereunder and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document it is entitled to under this Section 9, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

Assignor and Assignee further agree and acknowledge that the assignment hereunder is meant to assign to Assignee all of the intellectual property used in Assignee's business but titled in the name of Assignor, and Assignor hereby agrees to execute assignments of intellectual property in form and substance acceptable to Assignee of any intellectual property used in Assignee's business but titled in the name of Assignor which is not listed on Exhibit A hereto.

*Remainder of page intentionally left blank; signature pages follow.*

*Signature page to Intellectual Property Assignment Agreement*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as an instrument under seal as of the Effective Date.

**ASSIGNOR:**

**DESPATCH INDUSTRIES, INC.**

By: *Mary J. Herman*  
Mary J. Herman  
Vice-President

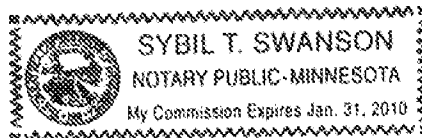
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF *Minnesota*  
*Hennepin*  
COUNTY OF *Hennepin*

ss.:

On this \_ day of November, 2007, before me, the undersigned, personally appeared Mary J. Herman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Vice-President of Despatch Industries, Inc., and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

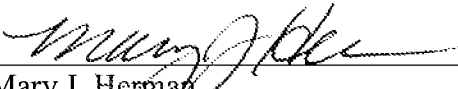
*[Signature]*  
[NOTARY SEAL]



ASSIGNEE:

**DESPATCH INDUSTRIES LIMITED  
PARTNERSHIP**

BY: DESPATCH HOLDINGS, LLC, its General  
Partner

By:   
Mary J. Herman  
Vice-President

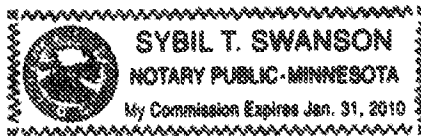
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Minnesota  
COUNTY OF Hennepin

ss.:

On this 16 day of November 2007, before me, the undersigned, personally appeared Mary J. Herman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Vice-President of Despatch Industries, Inc., which is the sole general partner of Despatch Industries Limited Partnership, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[NOTARY SEAL]



SCHEDULE A

Assigned Intellectual Property

U.S. and International Patent Applications and Registrations

<u>Title</u>	<u>Country</u>	<u>Application Date</u>	<u>Serial No.</u>	<u>Issue Date:</u>	<u>Patent No.</u>
Barrier Isolation System	European Patent Office	04/22/1993	939107124	03/13/2002	0643589
Continuous Dopant Addition	United States	08/29/2007	11/846,613		
Continuous Dopant Addition	WIPO	08/29/2007	US2007/077098		
Continuous Dopant Addition	United States	12/08/2005	11/297,213		
Continuous Infrared Furnace	WIPO	07/11/2006	US2006/026758		
Continuous Material Heating Oven	United States	05/13/1988	07/193,836	07/11/1989	4,846,669
Convection/Radiant Material Treatment Oven <sup>1</sup>	United States	10/23/1989	07/671,175	11/23/1993	5,263,265
Electronic Component Testing Oven <sup>2</sup>	United States	09/30/1994	08/316,562	07/25/1995	5,436,569
Magnetic Annealing Oven And Method	United States	11/08/2001	10/008,040	09/24/2002	6,455,815
Radiant Shield	United States	06/25/2007	11/768,027		

<sup>1</sup> This issued patent is a continuation of the original US application No. 07/425,570, which is assigned to Despatch Industries, Inc. The assignment of the original application also assigned all continuations. The assignment was not recorded in the Patent Office for the patent that ultimately issued, but Despatch Industries Inc. is listed as assignee on the face of the patent so notice is sufficient.

<sup>2</sup> This issued patent is a continuation of the original US application No. 07/591,193, which is assigned to Despatch Industries, Inc. The assignment of the original application also assigned all continuations. The assignment was not recorded in the Patent Office for the patent that ultimately issued, but Despatch Industries Inc. is listed as assignee on the face of the patent so notice is sufficient.



U.S. and International Trademark Applications and Registrations

and  
Unregistered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Despatch	China	09/18/2006	5614433		
Despatch	China	09/18/2006	5614436		
Despatch	China	09/18/2006	5614435		
Despatch	China	09/18/2006	5614434		
Despatch (Chinese Characters)	China	11/06/2006	5706074		
Despatch (Chinese Characters)	China	11/06/2006	5706077		
Despatch (Chinese Characters)	China	11/06/2006	5706076		
Despatch (Chinese Characters)	China	11/06/2006	5706075		
Despatch (Stylized)	United States	10/22/1948	71/567,454	02/07/1950	520,896
Ransco	China	09/18/2006	5614432		
Ransco	China	09/17/2007	N/A		
Ransco (Chinese Characters)	China	09/18/2006	5614431		
Ransco (Chinese Characters)	China	09/17/2007	n/a		
Despatch	Unregistered				
Ransco	Unregistered				

U.S. Copyright Registrations

<u>Title of Copyright</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
De-gassing furnace : SK no. 2 / drawn, J. Stitz. [Degassing furnace]	Registered	VA383216	01/08/1990
De-gassing furnace : SK no. 1 / drawn, J. Stitz. [Degassing furnace]	Registered	VA383215	01/08/1990