### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DSR Holdings, LLC		I11/19/2007 I	LIMITED LIABILITY COMPANY: MINNESOTA
Despatch Industries, LLC		I11/19/2007 I	LIMITED LIABILITY COMPANY: MINNESOTA
Despatch GP, LLC		I11/19/2007 I	LIMITED LIABILITY COMPANY: MINNESOTA
Dewitt Clinton, LLC		I11/19/2007 I	LIMITED LIABILITY COMPANY: MINNESOTA
Despatch Industries Limited Partnership		I11/19/2007 I	LIMITED PARTNERSHIP: MINNESOTA

### **RECEIVING PARTY DATA**

Name:	Bank of the West
Street Address:	250 Marquette Avenue, Suite 575
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55401
Entity Type:	banking corporation: CALIFORNIA

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1955634	CACTAS
Registration Number:	0520896	DESPATCH

### **CORRESPONDENCE DATA**

Fax Number: (612)766-1600

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

Phone: 612-766-6911

Email: scarlson@faegre.com

Correspondent Name: Susan Carlson

TRADEMARK REEL: 003669 FRAME: 0170

900093026

Address Line 1: 90 South 7th Street Address Line 2: **Suite 2200** Address Line 4: Minneapolis, MINNESOTA 55402 NAME OF SUBMITTER: Susan Carlson /Susan Carlson/ Signature: Date: 11/29/2007 **Total Attachments: 14** source=36. Patent and Trademark Security Agreement#page1.tif source=36. Patent and Trademark Security Agreement#page2.tif source=36. Patent and Trademark Security Agreement#page3.tif source=36. Patent and Trademark Security Agreement#page4.tif source=36. Patent and Trademark Security Agreement#page5.tif source=36. Patent and Trademark Security Agreement#page6.tif source=36. Patent and Trademark Security Agreement#page7.tif source=36. Patent and Trademark Security Agreement#page8.tif source=36. Patent and Trademark Security Agreement#page9.tif source=36. Patent and Trademark Security Agreement#page10.tif source=36. Patent and Trademark Security Agreement#page11.tif source=36. Patent and Trademark Security Agreement#page12.tif source=36. Patent and Trademark Security Agreement#page13.tif

source=36. Patent and Trademark Security Agreement#page14.tif

#### PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of November 19, 2007, is made by and among DSR Holdings LLC a Minnesota limited liability company, Despatch Industries, LLC a Minnesota limited liability company, Despatch GP, LLC a Minnesota limited liability company, Dewitt Clinton, LLC, a Minnesota limited liability company, and Despatch Industries Limited Partnership, a Minnesota limited partnership (the "Debtors" and each a "Debtor"), and Bank of the West, a California banking corporation ("BOW"), in its capacity as collateral agent (in such capacity, the "Secured Party") under the Collateral Agency Agreement (defined below) for the Creditors (defined below), and having a business location at the address set forth below next to its signature.

As a condition to making any loan, advance or other extension of credit under the Credit Agreements (defined below), the Creditors have required the execution and delivery of this Agreement by the Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreements and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Domestic Credit Agreement that are not otherwise defined herein shall have the meanings given them in the Domestic Credit Agreement. Terms defined in the UCC, and not otherwise defined in the Domestic Credit Agreement or herein, shall have the meanings given in the UCC. In addition, the following terms have the meanings set forth below:

"Administrative Agent" means BOW in its capacity as Administrative Agent under the Domestic Credit Agreement.

"Collateral Agent" initially means BOW and if thereafter replaced, shall mean any replacement or permitted successor or assignee thereof pursuant to the Collateral Agency Agreement.

"Collateral Agency Agreement" means that certain Collateral Agency Agreement dated as of the date hereof by and among BOW as collateral agent, BOW, as Administrative Agent under the Domestic Credit Agreement, and BOW as lender under the Export Credit Agreement, as the same may be amended, supplemented or restated from time to time.

"Credit Agreements" means (i) the Domestic Credit Agreement and (ii) the Export Credit Agreement.

"Creditors" means each Lender, the Administrative Agent and the Collateral Agent.

"Domestic Credit Agreement" means that certain Credit Agreement dated as of the date hereof, by and among the Borrowers, the financial institutions from time to time a party thereto as lenders and BOW as administrative agent and collateral agent, as the same may be amended, supplemented or restated from time to time.

"Export Credit Agreement" means that certain Export Credit Agreement dated as of the date hereof by and between Despatch and BOW, as the same may hereafter be amended, supplemented or restated from time to time.

"Lenders" means (i) the Lender Parties and (ii) BOW as lender under the Export Credit Agreement.

"Patents" means all of each Debtor's rights, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A and Exhibit B.

"Secured Obligations" means each and every debt, liability and obligation of every type and description which any Debtor may now or at any time hereafter owe to any Creditor under the Loan Documents (as defined in each Credit Agreement), whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several, all interest thereon, and all fees, costs and other charges related thereto (including all interest, fees, costs and other charges accruing after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of any Debtor, whether or not allowed in such proceeding or other action, and whether or not any Creditor is deemed to be unsecured or under-secured), all renewals, extensions and modifications thereof and any notes issued in whole or partial substitution therefor.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Debtor's rights, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C and Exhibit D.

"UCC" means the Uniform Commercial Code as in effect in the State of Minnesota from time to time during the term of this Agreement.

2. <u>Security Interest</u>. Each Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the

extent permitted by law, in the Patents and in the Trademarks to secure payment of the Secured Obligations. The Security Interest is coupled with a security interest in substantially all of the personal property of each Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

- 3. <u>Representations, Warranties and Agreements</u>. The Debtors hereby represent, warrant and agree as follows:
  - (a) **Existence**; Authority. Each Debtor is duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary action on the part of each Debtor.
  - (b) **Patents.** Exhibit A and Exhibit B accurately lists all Patents owned or controlled by each Debtor as of the date hereof, or to which each Debtor has a right as of the date hereof to have assigned to it, and accurately reflect the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Debtor, controls or has a right to have assigned to it any Patents not listed on Exhibit A or Exhibit B, or if Exhibit A or Exhibit B ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A or Exhibit B, as the case may be, which upon acceptance by the Secured Party shall become part of this Agreement.
  - (c) **Trademarks.** Exhibit C and Exhibit D accurately lists all Trademarks owned or controlled by each Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit C and Exhibit D need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to any Debtor's or any Affiliate's business(es). If after the date hereof, any Debtor owns or controls any Trademarks not listed on Exhibit C or Exhibit D (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit C or Exhibit D ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit C or Exhibit D, as the case may be, which upon acceptance by the Secured Party shall become part of this Agreement.
  - (d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by any Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either:
  - (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or
  - (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and

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deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

- (e) **Title.** Each Debtor has good title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Each Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, good title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (f) No Sale. Except as permitted in the Domestic Credit Agreement, the no Debtor will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.
- (g) **Defense.** Each Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks to the extent reasonably advisable in its business against all claims or demands of all Persons other than those holding Permitted Liens.
- (h) Maintenance. Each Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Debtor covenants that, unless otherwise reasonably advisable in its business, they will not abandon or fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor will they fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- (i) Secured Party's Right to Take Action. If any Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

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- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, each Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the rate applicable to Revolving Advances that are Floating Rate Advances.
- (k) **Power of Attorney.** To facilitate the Secured Party taking action under subsection (i) and exercising its rights under Section 6, each Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of each Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of each Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Obligors under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Debtor hereby ratifies that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Domestic Credit Agreement as provided therein and the payment and performance of all Obligations.
- 4. <u>Debtors' Use of the Patents and Trademarks</u>. Each Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.
- 5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Domestic Credit Agreement, shall occur; or (b) any debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.
- 6. <u>Remedies</u>. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:
  - (a) The Secured Party may exercise any or all remedies available under the Domestic Credit Agreement.
  - (b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

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- (c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Obligors shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.
- 7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Debtors under this Agreement shall be given in the manner and with the effect provided in the Domestic Credit Agreement. The Secured Party shall not be obligated to preserve any rights each Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of each Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by each Debtor and delivered to the Secured Party, and each Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the each Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

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# THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Address:	DESPATCH INDUSTRIES LIMITED PARTNERSHIP
8860 207th Street West	
Lakeville, MN 55044	By: DESPATCH GP, LLC, its general partner
Attention: Chief Financial Officer	By: Patrick J. Peyton, its Chief Manager
Address:	DSR HOLDINGS LLC
	DESPATCH INDUSTRIES, LLC
8860 207th Street West	DESPATCH GP, LLC
Lakeville, MN 55044	DEWITT CLINTON, LLC
Attention: Chief Financial Officer	
	By: Patrick J. Peyton, its Chief Manager
Address:	BANK OF THE WEST, as Collateral Agent,
250 Marquette Avenue, Suite 575 Minneapolis, MN 55401 Attention: Andrew Gaspard	Name: Arrarew Gaspard  Its: Vice President
Tittomion, Tinare W Suspara	vice riesident
STATE OF MINNESOTA )	
COUNTY OF HENNEPIN )	
The foregoing instrument was acknowledge	ed before me this 19 <sup>th</sup> day of November, 2007, by

The foregoing instrument was acknowledged before me this 19<sup>st</sup> day of November, 2007, by Patrick J. Peyton, the Chief Manager of Despatch GP, LLC, a Minnesota limited liability company and the general partner of Despatch Industries Limited Partnership, a Minnesota limited partnership, on behalf of such limited liability company and the limited partnership.

Notary Public



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STATE OF MINNESOTA	)
	)
COUNTY OF HENNEPIN	)

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2007, by Patrick J. Peyton, the Chief Manager of each of Dewitt Clinton, LLC, a Minnesota limited liability company, DSR Holdings, LLC, a Minnesota limited liability company, Despatch Industries, LLC, a Minnesota limited liability company, and Despatch GP, LLC, a Minnesota limited liability company, on behalf of such limited liability companies.

Notary Public

STATE OF MINNESOTA	)
	)
COUNTY OF HENNEPIN	)



The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2007, by Avaraw Gaspara, a <u>Vice President</u> of Bank of the West, a California banking company, on behalf of Bank of the West.

Notary Public



## Exhibit A

# UNITED STATES ISSUED PATENTS

<u>Title</u>	Patent Number	Issue Date
ANNEALING OVEN WITH HEAT TRANSFER PLATE	6,879,779	04/12/2005
BARRIER ISOLATION SYSTEM	5,525,295	06/11/1996
CONTINUOUS MATERIAL HEATING OVEN	4,846,669	07/11/1989
CONVECTION/RADIANT MATERIAL TREATMENT OVEN	5,263,265	11/23/1993
ELECTRONIC COMPONENT TESTING OVEN	5,436,569	07/25/1995
FIBER TREATMENT OVEN	4,515,561	05/07/1985
MAGNETIC ANNEALING OVEN AND METHOD	6,455,815	09/24/2002
METHOD OF HEAT TREATING OXYGEN-SENSITIVE PRODUCTS	6,036,793	03/14/2000
ULTRAVIOLET PASSTHROUGH STERILIZATION DEVICE	5,446,289	08/29/1995
GAS ANALYZER CALIBRATION APPARATUS	4,322,964	04/06/1982
APPARATUS & METHOD FOR DEBILATING OR KILLING MICROORGANISMS WITHIN THE BODY	6,890,246	05/10/2005
APPARATUS FOR TESTING PEROXIDE CONCENTRATIONS IN STERILANTS	5,516,489	05/14/1996
MICROWAVE PROCESS UNIT	4,361,744	11/30/1982
GAS ANALYZER CALIBRATION APPARATUS	4,322,964	04/06/1982
OVEN	4,208,572	06/17/1980

GAS MONITOR SYSTEM	4,116,612	09/26/1978
CONVECTION OVEN	4,032,289	06/28/1977
MONITORING APPARATUS	3,872,473	03/18/1975
OVENS	3,782,892	01/01/1974
SHRINK TUNNEL FOR PALLETIZED LOADS	3,727,324	04/17/1973
MAGNETIC DOOR LATCH	3,431,002	03/04/1969
INCINERATOR APPARATUS	3,323,475	06/06/1967
UNITED STATES PATENT APPLICATIONS		
<u>Title</u>	Serial Number	Filing Date
CONTINUOUS DOPANT ADDITION	60/841,599	08/31/2006
CONTINUOUS DOPANT ADDITION	11/846,613	08/29/2007
CONTINUOUS INFRARED FURNACE	11/297,213	12/08/2005
RADIANT SHIELD	11/768,027	06/25/2007

## Exhibit B

# FOREIGN ISSUED PATENTS

<u>Title</u>	Country	Patent Number	Issue Date
BARRIER ISOLATION SYSTEM	European Patent	0 643 589	03/13/2002

# **FOREIGN PATENT APPLICATIONS**

Title			Serial Number	Filing Date
BARRIER ISOLATION SYSTEM (WIPO)		US93/03,771	04/22/1993	
CONTINUOUS (WIPO)	DOPANT	ADDITION	US2007/077,098	08/29/2007
CONTINUOUS (WIPO)	INFRARED	FURNACE	US2006/026,758	07/11/2006
ULTRAVIOLET PASSTHROUGH STERILIZATION DEVICE (European Patent)		0755271	01/16/2002	

### Exhibit C

# UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

### **REGISTRATIONS**

Mark Registration Number Registration Date

CACTAS 1,955,634 02/13/1996

**DESPATCH** 520,896 02/07/1950

APPLICATIONS (pending)

Mark Application Number Filed Date

**COLLECTIVE MEMBERSHIP MARKS** 

**UNREGISTERED MARKS** 

## Exhibit D

# FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

## **REGISTRATIONS**

<u>Mark</u>	Registration Number	Registration Date
DESPATCH (Canada)	129,432	01/11/1963
DSMA (Canada)	459,432	06/14/1996
DSMA (Canada)	420,417	12/03/1993

# APPLICATIONS (pending)

Mark	Application Number	Filed Date
DESPATCH (Canada)	5,614,433	09/18/2006
DESPATCH (Canada)	5,614,436	09/18/2006
DESPATCH (Canada)	5,614,435	09/18/2006
DESPATCH (Canada)	5,614,434	09/18/2006
DESPATCH (China/Chinese Characters)	5,706,074	11/06/2006
DESPATCH (China/Chinese Characters)	5,706,077	11/06/2006
DESPATCH (China/Chinese Characters)	5,706,076	11/06/2006
DESPATCH (China/Chinese Characters)	5,706,075	11/06/2006
RANSCO (China)	5,614,432	09/18/2006
RANSCO (China)	N/A	09/17/2007
RANSCO (China/Chinese Characters)	5,614,431	09/18/2006
RANSCO (China/Chinese Characters)	N/A	09/17/2007

# COLLECTIVE MEMBERSHIP MARKS

**UNREGISTERED MARKS** 

TRADEMARK REEL: 003669 FRAME: 0185

**RECORDED: 11/29/2007**