

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raco Industries, Inc.		06/01/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Raco Industries LLC		
Street Address:	c/o Matt Loftus, 425 Walnut Street		
Internal Address:	Suite 1800		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2834015	OPENMOTION LS	
Registration Number:	3127717	CONNECTNOW	
CORRESPONDENCE DATA			
Fax Number:	(513)381-0205		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	513-381-2838		
Email:	bayliss@taftlaw.com		
Correspondent Name:	Linda D. Bayliss, paralegal		
Address Line 1:	425 Walnut Street		
Address Line 2:	Suite 1800		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Linda D. Bayliss		
Signature:	/Linda D. Bayliss, paralegal/		

CH \$65.00 2834015

Date:

04/30/2008

Total Attachments: 7

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CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is entered into effective as of the 1st day of June, 2005 by and between Raco Industries, Inc., an Ohio corporation (the "Corporation"), and Raco Industries LLC, an Ohio limited liability company (the "LLC").

RECITALS:

WHEREAS, the Corporation is entering into a series of transactions to re-organize its business;

WHEREAS, pursuant to this re-organization, the Corporation desires to contribute all of its assets, including, but not limited to, the assets listed on Exhibit A hereto (the "Contributed Assets"), and to transfer all of its debts, obligations, contractual obligations, and other liabilities, including, but not limited to, liabilities under the contracts listed on Exhibit B hereto (the "Liabilities"), to the LLC in exchange for a membership interest in the LLC; and

WHEREAS, the LLC desires to accept the Contributed Assets, assume the Liabilities, and issue membership interests in the LLC to the Corporation as described herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Contribution of Assets. The Corporation hereby contributes, grants, transfers, conveys, delivers, and assigns to the LLC, and the LLC hereby receives and accepts from the Corporation, all of the Corporation's right, title and interest in and to the Contributed Assets. In consideration of the contribution of the Contributed Assets, the Corporation shall receive a seventy-five percent (75%) membership interest in the LLC.
2. Assumption of Liabilities. The LLC hereby accepts and assumes the Liabilities and will hereafter satisfy, perform and discharge when due the Liabilities in accordance with their terms.
3. Representations and Warranties of the Corporation. The Corporation represents and warrants to the LLC as follows:
 - (a) Organization and Good Standing. The Corporation is an Ohio corporation validly existing under the laws of the State of Ohio, with full power and authority to conduct its business as it is now being conducted and to own or use the properties and assets that it purports to own or use.
 - (b) Authority. The execution and delivery of this Agreement by the Corporation and the consummation of the transactions contemplated hereby have been duly authorized and this Agreement shall be legally binding on the Corporation in accordance with its terms.
 - (c) Title to Contributed Assets. The Corporation has good, valid, and marketable title to the Contributed Assets, and will convey good, valid, and marketable title to the Contributed Assets to the LLC. Except as set forth in Schedule 3(c), title to the

Contributed Assets is free and clear of all defects, liens, claims or other encumbrances. Without disclaiming or limiting any liability to the Corporation for a breach of this Section 3, any undisclosed or unknown liability will result in a reduction of the Corporation's Capital Account balance in an amount equal to the amount of such unknown or undisclosed liability

(d) Material Assets. The Contributed Assets comprise all of the material assets that are used by the Corporation in the operation of its business and that are necessary to the LLC's continued operation of the business.

4. Further Assurances. The Corporation and the LLC will, from time to time, upon the request of the other party hereto, take all actions and do all things (including without limitation executing, acknowledging and delivering any additional agreements, deeds or such other instruments of conveyance and transfer, and working together in good faith to secure third-party consents relating to the Contributed Assets or Liabilities) as may be reasonably necessary to more effectively convey or transfer to, and vest in, the LLC, possession of the Contributed Assets.

5. Non-Transferable Assets. To the extent that the Corporation's transfer of any of the Contributed Assets or Liabilities to the LLC requires a third-party consent that cannot be obtained or would be contrary to any applicable domestic or foreign statute, rule, regulation or other legal requirement, the Corporation and the LLC will cooperate with each other in good faith to establish a reasonable and lawful arrangement to provide to the LLC the economic and other benefits of any such Contributed Assets or Liabilities including, without limitation, the LLC acting as the Corporation's agent with respect to any such contracts.

6. Unemployment Tax Representation. The parties here represent and agree that the LLC has not acquired the Contributed Assets and the Liabilities from the Corporation solely or primarily for the purpose of obtaining a lower rate of unemployment tax contributions or for any other reason that would violate the federal SUTA Dumping Prevention Act of 2004 or any related state law. Any effect to the LLC's unemployment tax contribution rate caused by this transaction is merely coincidental.

7. Effective Date. The LLC will bear the responsibility for the Liabilities and will have the benefit of the Contributed Assets as of June 1, 2005 (the "Effective Date").

8. Miscellaneous:

(a) Assignment; Successors and Assigns. Neither this Agreement, nor any of the rights, interest or obligations under this Agreement shall be transferred or assigned by any of the parties without the prior written consent of the other party. This Agreement will be binding upon the Corporation and the LLC and their respective authorized successors and assigns and will inure to the benefit of the Corporation and the LLC and its members and their respective authorized successors and assigns.

(b) No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement will be construed to give any person or entity other than the Corporation and the LLC and its

members, or their authorized successors and assigns, any legal or equitable rights under this Agreement.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the Corporation and the LLC with respect to the subject matter of this Agreement.

(d) Amendment. This Agreement may not be amended except by an instrument signed by the Corporation and the LLC.

(e) Headings. Section headings in this Agreement are included for convenience of reference only and will not constitute a part of this Agreement for any other purpose.

(f) Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the principles of conflict of laws of the State of Ohio.

(g) Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

Made effective as of the Effective Date.

RACO INDUSTRIES, INC.

By: 

Name: Robert Adams

Title: Chief Executive Officer

RACO INDUSTRIES LLC

By: 

Name: Robert Adams

Title: President

EXHIBIT A
ASSETS

All fixed assets, intangibles, contract rights, receivables, balance sheet assets and all other assets of the Corporation, including but not limited to the following United States Trademark Registrations:

OPENMOTION LC Registration No. 2,834,015

CONNECTNOW Registration No. 3,127,717

EXHIBIT B
LIABILITIES

All liabilities and contracts of the Corporation, whether known or unknown, contingent or non-contingent including, but not limited to, a payable of the Corporation to the Corporation's shareholders for tax distributions based on profits of the Corporation through May 31, 2005.

SCHEDULE 3(C)
LIENS

<u>Secured Party</u>	<u>Jurisdiction</u>	<u>Collateral</u>	<u>Date</u>
T-Mobile USA, Inc. (f/k/a Voicestream Wireless Corp.)	Ohio	All inventory and equipment related to "tangible items shipped by T-Mobile USA, Inc."	4/23/02 as amended 8/4/03 & 9/2/03
Dell Financial Services, Inc.	Ohio	Computer equipment pursuant to equipment lease #006221005-005	4/30/03
Dell Financial Services, Inc.	Ohio	Computer equipment pursuant to equipment lease #006221005-003	5/27/03
Dell Financial Services, Inc.	Ohio	Computer equipment pursuant to equipment lease #006221005-004	5/27/03
General Electric Credit Corporation	Ohio	All equipment pursuant to Equipment Lease Agreement No. 7234434-001	8/27/03
National City Bank (f/k/a) The Provident Bank	Ohio	All of Debtor's business assets owned or hereafter acquired	9/22/03
Wells Fargo Financial Leasing, Inc.	Ohio	"computer equipment with applicable software"	12/11/03
Key Equipment Finance	Ohio	All goods related to or arising out of Raco's leases, loans and sale agreements with Key Equipment Finance	6/29/04
Bar Code Discount Warehouse, Inc.	Ohio	A/R, Inventory and proceeds of A/R and Inventory	1/14/05