

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
DELAWARE CAPITAL FORMATION, INC.		10/11/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CONWED PLASTICS LLC
Street Address:	2810 Weeks Avenue S.E.
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	85414
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2749021	
Registration Number:	2749022	
Registration Number:	2768396	
Registration Number:	2623318	CANDY CANE
Registration Number:	1944841	
Registration Number:	2571413	CROSS COUNTRY
Registration Number:	1782671	NET-ALL
Registration Number:	1782723	TIE-NET

CORRESPONDENCE DATA

Fax Number: (248)358-3351
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 248-358-4400
 Email: emorici@brookskushman.com
 Correspondent Name: Matthew R. Mowers

CH \$215.00 2749021

Address Line 1: 1000 Town Center, 22nd Floor
Address Line 4: Southfield, MICHIGAN 48075-1238

ATTORNEY DOCKET NUMBER:	CONP 0241 A
NAME OF SUBMITTER:	Matthew R. Mowers
Signature:	/matthew r mowers/
Date:	07/09/2008

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement ("*Agreement*") is entered into by and between Delaware Capital Formation, Inc., a Delaware corporation having a principal address of 501 Silverside Road, Suite 5, Wilmington, DE 19809 ("*DCF*"), and Conwed Plastics LLC, a Delaware corporation having a principal address of 2810 Weeks Avenue S.E., Minneapolis, MN 85414 ("*Buyer*").

RECITALS

A. Buyer is, effective as of October 11, 2007, acquiring certain assets of Tipper Tie Net, a Division of Tipper Tie, Inc. under the terms of the Asset Purchase Agreement, dated October 17, 2007 and effective October 11, 2007 ("*APA*").

B. DCF and Tipper Tie, Inc. are parties to an Intellectual Property License Agreement, pursuant to which Tipper Tie, Inc. licenses rights from DCF.

C. It is a condition to closing under the APA that DCF assign to Buyer the trademarks and Internet domain names listed on Exhibit A, that are or have been used in or in connection with the Tie Net Division, excluding the Loop Business, as defined in the APA which are licensed by DCF to Tipper Tie, Inc. ("*DCF Intellectual Property*") and DCF is willing to so assign the DCF Intellectual Property 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 DCF Intellectual Property shall be \$60,000.00 ("*IP Purchase Price*"). The IP Purchase Price shall be payable immediately upon execution hereof by wire transfer to such account as DCF may specify.

2. Assignment. DCF hereby assigns and transfers to Buyer all of DCF's rights, title and interest in, including all common law rights to, the DCF Intellectual Property and all goodwill and similar value associated with the foregoing including the right to sue for past infringements and rights to infringement damages (collectively, "*IP Rights*"). Buyer hereby accepts such assignment and transfer of the IP Rights.

3. All of the IP Rights are either (i) owned by DCF; or (ii) rightfully used by DCF under applicable law or pursuant to a valid license, sublicense, consent or other similar written agreement (the "*DCF Licensed Intellectual Property*"). There are no license agreements licensing the IP Rights to third parties.

4. To the best of its knowledge, DCF is not aware of any claim or action by any person pending or threatened with respect to the IP Rights. To the best of its knowledge, DCF is not aware of any rights of third parties that would be violated or infringed by the DCF Intellectual Property. To the best of its knowledge, DCF is not aware of anything that may render the IP Rights invalid or unenforceable.

5. To the best of its knowledge, DCF is not, nor as a result of the execution or delivery of this Agreement, or performance of the obligations hereunder, will DCF be, in violation of any license, sublicense, nondisclosure agreement, confidentiality agreement or other agreement or instrument relating to the DCF Intellectual Property to which DCF is a party.

6. To the best of DCF's knowledge, the DCF Intellectual Property is free and clear of any and all mortgages, pledges, liens, security interests, conditional sale agreements, charges or encumbrances of any kind.

7. DCF does not owe any royalties or other payments to third parties in respect of the DCF Intellectual Property.

8. Further Assurances. DCF shall execute such other or additional instruments of transfer or conveyance in respect of the IP Rights as are reasonably requested by Buyer, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions.

9. Miscellaneous. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Delaware.

10. Counterparts. This Agreement may be executed in multiple counterparts and by facsimile or other form of electronic delivery, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

[Signature Page Follows]

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

CONWED PLASTICS LLC

By: _____
Print Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment Agreement]

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

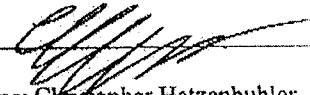
DELAWARE CAPITAL FORMATION, INC.

By: _____

Print Name: _____

Title: _____

CONWED PLASTICS LLC

By:  _____

Print Name: Christopher Hatzenbuehler

Title: Chief Financial Officer

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

DCF Intellectual Property

The following trademarks and Internet domain names are owned by Delaware Capital Formation, Inc. (DCF) and are licensed by DCF to Tipper Tie, Inc.:

Trademarks:

	Trademark	Registration	Registration	Registration	Registration
	Black and Green Netting Design	2/05/2002	76/367755	8/05/2003	2749021 ✓
	Black and Yellow Netting Design	2/05/2002	76/367882	9/23/2003	2768396 ✓
	Black and Orange Netting Design	2/05/2002	76/372198	8/05/2003	2749022 ✓
	Cross Country	8/29/2001	76/312102	5/21/2002	2571413 ✓
	Candy Cane (Design)	12/21/1992	74/341823	1/02/1996	1944841 ✓
	Net-All	11/19/1992	74/332688	7/20/1993	1782671 ✓
	Tie-Net	11/19/1992	74/332916	7/20/1993	1782723 ✓
0	Candy Cane	10/10/2000	76/143765	9/24/2002	2623318 ✓

Internet Domain Names:

Tie-Net.biz Tippertienet.biz TipperTie-Net.biz tippertienet.com
tippertie-net.com tie-net.com tie-net.us