

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
Relco Unisystems Corporation (also known as Relco Unisystems Corp.)		09/01/2007	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Relco, LLC		
Street Address:	2281 Third Ave SW		
City:	Willmar		
State/Country:	MINNESOTA		
Postal Code:	56201		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77236200	KELLER	
Serial Number:	76373480	RUC	
Serial Number:	76373479	E-ZACCESS	
Serial Number:	76373478	RELTRONIX	
Serial Number:	76373395	RELCO	
CORRESPONDENCE DATA			
Fax Number:	(612)632-4230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-632-3000		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Gray, Plant, Mooty, Mooty & Bennett, PA		
Address Line 1:	PO Box 2906		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	100013		

CH \$140.00 77236200

900132876

**TRADEMARK
 REEL: 003978 FRAME: 0674**

NAME OF SUBMITTER:	Tiffany Larson, Paralegal
Signature:	/Tiffany Larson/
Date:	04/29/2009
Total Attachments: 4 source=9-1-07 Assignment#page1.tif source=9-1-07 Assignment#page2.tif source=9-1-07 Assignment#page3.tif source=9-1-07 Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**"), is by and between Relco Unisystems Corporation, a Minnesota corporation located at 2281 3rd Avenue SW, Willmar, MN, 56201 (the "**Assignor**"); and RELCO, LLC, a Minnesota limited liability company located at 2281 3rd Avenue SW, Willmar, MN, 56201 (the "**Assignee**"); as of September 1, 2007

Background Statement

Assignor and Assignee are both parties to that certain Contribution Agreement, effective as of September 1, 2007 (the "**Contribution Agreement**"), whereunder Assignor agreed to transfer substantially all of its assets in exchange for certain membership units in Assignee.

Statement of Agreement

In consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor does hereby assign, convey, transfer and delivery to Assignee, its successors, assigns and legal representatives or nominees, Assignor's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all the trademarks, trademark registrations and trademark applications, service marks, service mark registrations, and service mark applications listed on **Schedule A**, together with the goodwill symbolized by such (the "**Assigned Marks**").

Assignor further agrees that, upon request, Assignor will, without charge to Assignee, furnish all documentation in its possession relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all other acts that may be reasonably necessary to reflect the assignment of the Assigned Marks to Assignee, its successors, assigns and legal representatives or nominees.

The parties will execute that "**License Agreement**" in **Exhibit A**, whereunder, generally, the Assignee will license use of the Assigned Marks to Assignor.

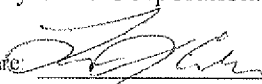
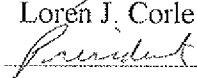
This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Minnesota without regard to the principles of conflicts of laws. This Assignment may be modified only in writing executed by both parties to this Assignment. This Assignment will be binding upon the parties hereto, their personal representatives, successors, heirs and permitted assigns.

If for any reason any of the provisions, or portions thereof, of this Assignment is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision, or portion thereof, will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and the remaining portions of this Assignment will not be affected and will be valid and enforceable.

This Assignment, the License Agreement, and the Contribution Agreement constitute the entire agreement between the parties regarding the Assigned Marks and supersedes all prior agreements and negotiations, either written or oral, expressed or implied regarding the subject matter hereof.

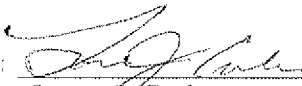
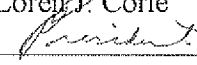
The parties to this Assignment have caused it to be executed as of that date first set forth above.

Relco Unisystems Corporation.

Signature: 
Printed Name: Loren J. Corle
Title: 

RELCO, LLC, hereby declares that it has accepted the foregoing assignment as of the date first set forth above.

RELCO, LLC

Signature: 
Printed Name: Loren J. Corle
Title: 

SCHEDULE A

Assigned Marks

Type of Mark	Word Mark	Serial Number	Registration Number
Trademark	KELLER	77236200	Pending
Trademark Service Mark	RUC & Design	76373480	2713066
Trademark	E-ZACCESS	76373479	2751204
Trademark	RELTRONIX	76373478	2776555
Trademark Service Mark	RELCO	76373395	2713065

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