

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U. S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

**Hyman Peller**

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) May 29, 2009

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Milestone AV Technologies LLC

Internal

Address: Scott Gill

Street Address: 8401 Eagle Creek Parkway

City: Savage

State: MN

Country: USA      Zip: 55378

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other LLC      Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1755091 and 1756605

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

1755091 RAXXESS IC009 US 013 021 026 (3) design plus words, letters, and/or numbers  
1756605 RAXXESS IC009 US 013 021 026 (1) typed drawing

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Patrick J. Bruks

Internal Address: \_\_\_\_\_

Street Address: 330 North Wabash Ave., 22nd Floor

City: Chicago

State: \_\_\_\_\_ Zip: 60611

Phone Number: (312) 840-7090

Fax Number: (312) 840-7900

Email Address: pbruks@burkelaw.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00**

- Authorized to be charged to deposit account  
 Enclosed

**B. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Hyman H. Peller

Name of Person Signing

May 29, 2009

Date

Total number of pages including cover sheet, attachments, and document

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**

**REEL: 004014 FRAME: 0533**

700412230

10

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of the 29<sup>th</sup> of May 2009, by and between HYMAN PELLER, individually, d/b/a RAXXESS METALSMITHS ("Assignor") and MILESTONE AV TECHNOLOGIES LLC, a Delaware limited liability company ("Assignee").

### Recitals

Assignor is the owner of the following trademarks (each and collectively "Trademark") now registered with the United States Patent and Trademark Office:

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Trademark</i>
RAXXESS (typed drawing)	1756605	July 10, 1992
RAXXESS (design plus Words, letters and/or numbers)	1755091	July 10, 1992

Assignor desires to sell, assign, transfer, and convey and deliver to Assignee all right, title and interest in and to the Trademark.

NOW, THEREFORE, the parties in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby acknowledge and agree as follows:

#### 1. Assignment

1.1 Assignment of the Trademark. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee (i) all right, title and interest in and to the Trademark, (ii) the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof; (iii) all income, royalties, damages and payments hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages and payments for past or future infringements and misappropriations of the Trademark and (iv) all rights to sue for past, present, and future infringements or misappropriations of the Trademark.

1.2 Warranty. Assignor hereby represents and warrants to Assignee that Assignor is the lawful owner of the Trademark, has the full right to assign the entire right, title and interest in and to the Trademark to Assignee, and has not executed and will not execute any agreement or other instrument in conflict herewith. Assignor represents and warrants that it has received good and valuable consideration and that this Assignment is valid, binding and enforceable against Assignor.

#### 2. Miscellaneous.

2.1 Further Assurances. Assignor further covenants that Assignor will execute and deliver, from time to time after the date hereof upon the request of Assignee, such further documents, papers, forms, and authorizations and take all other actions that may be necessary for

securing, completing or vesting in Assignee all right, title and interest in and to the Trademark, to the fullest extent possible. In addition, Assignor shall provide to Assignee, its successors, assigns or legal representatives, cooperation and assistance at their request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) in the prosecution or defense of any reexamination, reissue, infringement suit or other proceeding that may arise in connection with any of the trademark rights assigned herein, including but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment.

2.2 Acknowledgment of Rights. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all right, title, and standing to (i) receive all rights and benefits pertaining to the Trademark, (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Trademark, and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

2.3 This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment the day and year first above written.

**ASSIGNOR:**

HYMAN PELLER, individually,  
d/b/a RAXXESS METALSMITHS

By: Hyman H. Peller

Name: Hyman H. Peller

Title: President

**ASSIGNEE:**

MILESTONE TECHNOLOGIES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

9

securing, completing or vesting in Assignee all right, title and interest in and to the Trademark, to the fullest extent possible. In addition, Assignor shall provide to Assignee, its successors, assigns or legal representatives, cooperation and assistance at their request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) in the prosecution or defense of any reexamination, reissue, infringement suit or other proceeding that may arise in connection with any of the trademark rights assigned herein, including but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment.

2.2 Acknowledgment of Rights. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all right, title, and standing to (i) receive all rights and benefits pertaining to the Trademark, (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Trademark, and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

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IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment the day and year first above written.

**ASSIGNOR:**

HYMAN PELLER, individually,  
d/b/a RAXXESS METALSMITHS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

MILESTONE TECHNOLOGIES, LLC

By: Scott Gull

Name: SCOTT GULL

Title: PRESIDENT & CEO

9