

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
	Advanced Production Systems, Inc.		08/18/2009
	I/Gear Corporation		08/18/2009
RECEIVING PARTY DATA			
Name:	I/Gear Online, LLC		
Street Address:	8016 Vinecrest Avenue		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40222		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2640147	I/GEAR
	Registration Number:	3143393	DTU
CORRESPONDENCE DATA			
Fax Number:	(502)587-6391		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(502) 587-3400		
Email:	jscruton@stites.com		
Correspondent Name:	John Scruton		
Address Line 1:	400 West Market Street		
Address Line 2:	Suite 1800		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	I/GEAR CORP TO IGEARONLIN		
NAME OF SUBMITTER:	Sondra R. Wojciak		

OP \$65.00 2640147

Signature:	/sondra r wojciak/
Date:	08/24/2009
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is entered into as of August 13, 2009 by and between Advanced Production Systems, Inc., a Kentucky corporation whose principal place of business is at 8016 Vinecrest Avenue, Louisville, Kentucky 40222 ("APS"), I/Gear Corporation, a Kentucky corporation whose principal place of business is at 8016 Vinecrest Avenue, Louisville, Kentucky 40222 ("I/Gear Corp.") (APS and I/Gear Corp. are sometimes referred to herein collectively as "Assignors"), and I/Gear Online, LLC, a Kentucky limited liability company whose principal place of business is at 8016 Vinecrest Avenue, Louisville, Kentucky 40222 ("I/Gear Online" or "Assignee").

RECITALS

WHEREAS, APS owns the copyrights and copyright registrations listed on Exhibit A attached hereto and incorporated herein by reference (the "Copyrights"); and

WHEREAS, APS and I/Gear Corp. own the trademarks/service marks and trademark registrations listed on Exhibit B attached hereto and incorporated herein by reference (the "Trademarks"), along with the goodwill represented by those marks; and

WHEREAS, principals of Assignors and Assignee have entered into an agreement in connection with the formation and capitalization of Assignee (the "Operating Agreement") dated as of July 2, 2009, providing for the transfer to Assignee of intellectual property assets relating to the business to be carried on by Assignee, including, without limitation, all rights in the Copyrights, the Trademarks and associated goodwill, and all other intellectual property owned by APS or I/Gear Corp. and relating to the I/Gear business (as more fully described in attachments to the Operating Agreement) (the "Intellectual Property"); and

WHEREAS, pursuant to the Operating Agreement, Assignee desires to acquire the Intellectual Property; and APS, I/Gear Corp., and Assignee wish to enter into this Assignment;

NOW, THEREFORE, pursuant to the consideration set forth in the Operating Agreement and other good and sufficient consideration, the sufficiency of which is acknowledged by all parties hereto, Assignors do hereby sell, grant, convey, assign, and set over unto Assignee, its successors, and assigns, all of their right, title, and interest in and to the Intellectual Property and to all of the assets, properties, contracts, rights, and obligations relating thereto, including without limitation, (a) all worldwide rights in the Copyrights and all registrations, renewals and/or extensions thereof; (b) all worldwide rights in the Trademarks and all of the goodwill associated with and represented by the Trademarks; (c) all worldwide rights in the domain name igearonline.com and related registrations; and (d) all trade secrets and patentable inventions incorporated in the I/Gear software and the related business; all such rights being granted in perpetuity. Notwithstanding the foregoing, this Assignment shall not assign rights in any trade secrets or patentable inventions that are used in the I/Gear

business but are also used in the business of APS separate and apart from the I/Gear business; however, as to any such rights, APS hereby grants to Assignee an exclusive license to use such intellectual property in the operation of the I/Gear business, and such license shall be transferrable along with the business operations of Assignee.

Assignors agree at Assignee's reasonable request to execute additional papers as necessary or desirable for the transfer, by complete assignment, of all of Assignors' rights in and to the Intellectual Property or any specific portion thereof, and all registrations, renewals, or extensions thereof or applications therefor, and recordation of this Assignment and other documents relating thereto, including without limitation any agreements concerning ownership or control of the igearonline.com domain name or the associated website.

IN WITNESS WHEREOF, APS, I/Gear Corp., and I/Gear Online have caused this Assignment to be duly executed this 18th day of August, 2009.

ADVANCED PRODUCTION SYSTEMS, INC.

By: Don E. Korfhage **PRESIDENT**
Don E. Korfhage, President

I/GEAR CORPORATION

By: Don E. Korfhage **PRESIDENT**
Don E. Korfhage, President

I/GEAR ONLINE, LLC

By: Don E. Korfhage **PRESIDENT**
Don E. Korfhage, President **MANAGING PARTNER**

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

Before me, Sandra Mattingly, Notary Public of said County and State, personally appeared Don E. Korfhage, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office, this ___ day of August, 2009.

My Commission Expires: 10/4/2012

Sandra Mattingly
Notary Public

IG010:000IG:748591:1:LOUISVILLE

TRADEMARK
REEL: 004051 FRAME: 0753

EXHIBIT A

COPYRIGHTS

This Intellectual Property Assignment shall convey to Assignee the entire, worldwide copyright in the properties listed below, for the entire duration of the copyright, including any renewals thereof:

1. The I/Gear software, including the current version 6.0, the original released version, and all prior and subsequent drafts, beta versions, modifications, amendments, interim versions, and derivative works thereof which exist or have existed as of the effective date of this assignment. Such assignment includes, without limitation, all rights in U.S. Registration No. TX 5-668-690 for the I/Gear Software, Version 5.2.45, registered in 2002, and any renewals thereof.
2. The DTU software, including the current version 6.0, the original released version, and all prior and subsequent drafts, beta versions, modifications, amendments, interim versions, and derivative works thereof which exist or have existed as of the effective date of this assignment.
3. All interest of APS and/or I/Gear Corp. in copyrightable content embodied in the website appearing at www.igearonline.com, including all of Assignors' interest in copyrightable content in the programming, graphics, text, and layout incorporated in such website and any and all prior versions, modifications, and derivative works thereof.

EXHIBIT B

TRADEMARKS

This Intellectual Property Assignment shall convey to Assignee all trademark and service mark rights in the I/GEAR mark and all other marks specifically related to the I/GEAR and DTU software, along with the goodwill represented by such marks, including the right to register such marks with the U.S. Patent and Trademark Office and to maintain and renew such registrations, and to license and assign such marks. Such assignment includes, without limitation, the following marks and registrations:

Mark	Registration No.	Registration Date	Goods/services
I/GEAR	U.S. No. 2,640,147	10/22/2002	Computer software for integrating manufacturing systems, namely, software which allows a manufacturer to integrate and communicate among various manufacturing systems to optimize the efficiency of the manufacturing process.
DTU	U.S. No. 3,143,393	09/12/2006	"Computer software for computer network and telecommunications technology integration."
I/GEAR	Unregistered		Services related to the computer software that is the subject of U.S. Reg. No. 2,640,147.
I + Gear Design [insert graphic]	Unregistered		Computer software for integrating manufacturing systems, namely, software which allows a manufacturer to integrate and communicate among various manufacturing systems to optimize the efficiency of the manufacturing process, and related services.
WEB FRAMEWORK	Unregistered		Software package that converts raw data to usable information, viewable in real-time via a web browser
IGEAR ONLINE	Unregistered		Computer software for integrating manufacturing

			systems, namely, software which allows a manufacturer to integrate and communicate among various manufacturing systems to optimize the efficiency of the manufacturing process, and related services
LEP GEARBOX	Unregistered		Industrial workstation with a label printer, an interface to the operator and discrete interfaces to the manufacturing process.

This Assignment is not intended, and shall not be deemed, to assign to Assignee rights in marks that APS uses in its business separate and apart from the I/Gear business, even though such marks may have been used in the I/Gear business or in connection with the I/Gear or DTU software. By way of example, this Assignment shall not assign rights in the APS or APS and Triangle Design marks.