

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
Carlson Holdings, Inc.		08/31/2009	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Carlson Systems Holdings, Inc.		
Street Address:	c/o Industrial Opportunity Partners, LLC		
Internal Address:	1603 Orrington Ave., Suite 700		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2537667	CARLSON SYSTEMS	
Registration Number:	1216358	CSS	
Registration Number:	3645813	CARLSON SYSTEMS ENGINEERING	
Serial Number:	77471814	CARLSON SYSTEMS ENGINEERING	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-372-2000		
Email:	chicago_ip_docket@mwe.com, jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	227 West Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	84868-011		

CH \$115.00 2537667

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TRADEMARK
REEL: 004065 FRAME: 0329

NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	09/22/2009
Total Attachments: 3 source=carlson assignment#page1.tif source=carlson assignment#page2.tif source=carlson assignment#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Carlson Holdings, Inc. a Nebraska corporation (the "Assignor"), is the owner of record of the trademarks listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto (the "Trademarks");

WHEREAS, Carlson Systems Holdings, Inc. (the "Assignee"), a Delaware corporation (the "Assignee"), acquired the Trademarks and the ongoing and existing business of the Assignor to which the Trademarks pertain from Assignor pursuant to the Recapitalization Agreement made and entered into as of the date hereof to which Assignor and Assignee are parties; and

WHEREAS, the Assignor and Assignee wish to herein memorialize said assignment, of the Trademarks to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Recapitalization Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

AND, Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her foreign counterparts in the foreign jurisdictions that exercise authority over any of the Trademarks to record this assignment.

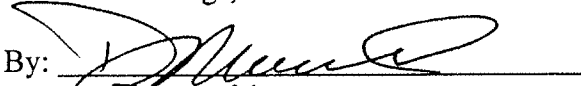
At any time, and from time to time at Assignee's request, Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee to more effectively vest full title in and to the Trademarks in the Assignee. This Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee. This Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Recapitalization Agreement.

IN WITNESS WHEREOF, the Assignor hereto has caused this Assignment to be executed by its authorized representatives on this 31 day of August, 2009.

ASSIGNOR

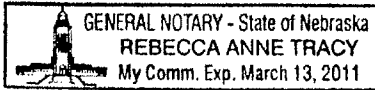
Carlson Holdings, Inc.

By: 
Name: Don MUNCHRATH
Title: CEO

CERTIFICATE OF ACKNOWLEDGEMENT

I, Rebecca Anne Tracy, a Notary Public in and for Nebraska
do hereby certify that Don Marchetti personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the
identified corporation, Carlson Holdings, Inc. with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
31st day of August, 2009.



Rebecca Anne Tracy
Notary Public
Commission Expires: March 13, 2011

SCHEDULE A

Trademark No.	Description of Trademark	Registration Date of Trademark	CURRENT OWNER
2,537,667	CARLSON SYSTEMS	02/12/2002	Carlson Holdings, Inc.
1,216,358	CSS & DESIGN	11/16/1982	Carlson Holdings, Inc.
3,645,813	CARLSON SYSTEMS ENGINEERING	06/30/2009	Carlson Holdings, Inc.
77/471,814	CARLSON SYSTEMS ENGINEERING	Application pending	Carlson Holdings, Inc.