

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
BATES TECHNOLOGIES, INC.		10/09/2009	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	LAPMASTER INTERNATIONAL, LLC		
Street Address:	501 West Algonquin Road		
City:	Mount Prospect		
State/Country:	ILLINOIS		
Postal Code:	60056		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0267871	MICROMATIC	
Registration Number:	1939188	MICROSIZE	
Registration Number:	2445942	BATES	
Registration Number:	2842816		
CORRESPONDENCE DATA			
Fax Number:	(312)726-6383		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-726-0355		
Email:	dlambropoulos@mccarthyduffy.com		
Correspondent Name:	Terrence L. Schaul		
Address Line 1:	180 N. LaSalle Street, Suite 1400		
Address Line 2:	McCarthy Duffy LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	008507-0013		
NAME OF SUBMITTER:	Demetre G. Lambropoulos		

OP \$1115.00 0267871

900145194

TRADEMARK
REEL: 004077 FRAME: 0451

Signature:	/dgl/
Date:	10/13/2009
Total Attachments: 3 source=10 - Assignment of Trademarks (executed)#page1.tif source=10 - Assignment of Trademarks (executed)#page2.tif source=10 - Assignment of Trademarks (executed)#page3.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "*Assignment*") is made and entered into as of the 9th day of October, 2009, by and among **BATES TECHNOLOGIES, INC.**, an Indiana corporation ("*Assignor*"), and **LAPMASTER INTERNATIONAL, LLC**, an Illinois limited liability company ("*Assignee*").

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of October 7, 2009 (the "*Asset Purchase Agreement*"), which provides for the transfer and sale, by Assignor to Assignee on the date hereof, of substantially all of the assets and properties of the Assignor, including, without limitation, each of the United States Trademarks described on Exhibit A attached hereto (collectively, the "*Trademarks*");

WHEREAS, Assignee and Assignor now desire to carry out the intent and purpose of the Asset Purchase Agreement by executing and delivering this instrument evidencing the vesting in Assignee of the Trademarks;

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration (specified in the Asset Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. ***Assignment and Assumption.*** On and subject to the terms, conditions, provisions, restrictions and limitations set forth in the Asset Purchase Agreement:

(a) Assignor hereby grants, sells, assigns, transfers and conveys to Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks described on Exhibit A, attached hereto; and

(b) Assignee hereby accepts all the rights, title and interest of Assignor in, to and under the Trademarks.

2. ***Representations and Warranties.*** Assignor hereby incorporates all of the representations and warranties made by it in the Asset Purchase Agreement, and Assignee hereby incorporates all of the representations and warranties made by it in the Asset Purchase Agreement, subject, in the case of both Assignor and Assignee, to the terms, conditions, provisions, restrictions and limitations set forth in the Asset Purchase Agreement.

3. ***Non-Contravention.*** Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between the terms and provisions of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall be deemed to govern and be controlling.

4. ***Governing Law.*** This Agreement shall be governed by and constructed in accordance with the internal laws of the State of Illinois, without regard to the conflict of law rules of such state.

5. ***Counterparts.*** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

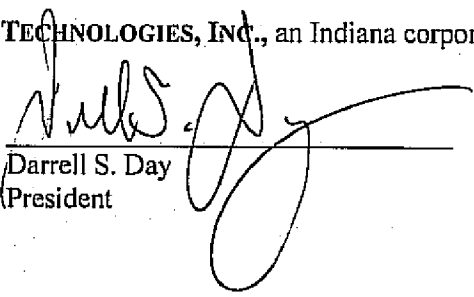
[SIGNATURES CONTAINED ON THE FOLLOWING PAGE.]

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

BATES TECHNOLOGIES, INC., an Indiana corporation

By: 
Name: Darrell S. Day
Title: President

ASSIGNEE:

LAPMASTER INTERNATIONAL, LLC, an Illinois limited liability company

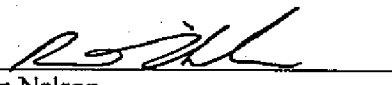
By: 
Name: Brian Nelson
Title: Manager

EXHIBIT A

THE TRADEMARKS

Registration Number	Serial Number	Filing Date	Registration Date
0267871	71291284	October 19, 1929	March 4, 1930
1939188	74467564	December 9, 1993	December 5, 1995
2445942	75839644	November 3, 1999	April 24, 2001
2842816	76531800	July 24, 2003	May 18, 2004