

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the state of incorporation of Assignor previously recorded on Reel 002473 Frame 0421. Assignor(s) hereby confirms the assignment of all right, title and interest in and to the trademarks listed on Exhibit A.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TelSmith, Inc.		06/01/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TI Services, Inc.
Street Address:	Hwy. 28 East
City:	Morris
State/Country:	MINNESOTA
Postal Code:	56267
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0843656	QUIKLOK
Registration Number:	0522901	GYRASPHERE
Registration Number:	1037294	SPECMAKER
Registration Number:	1715039	TELSMITH
Registration Number:	2063292	VALU-KING
Registration Number:	0523684	VIBRO-KING
Registration Number:	0515271	TELSMITH

CORRESPONDENCE DATA

Fax Number: (423)508-1277
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 423.757.0277
 Email: dhill@cbslawfirm.com
 Correspondent Name: David J. Hill

OP \$190.00 0843656

900156127

**TRADEMARK
 REEL: 004160 FRAME: 0133**

Address Line 1: 1000 Tallan Building
Address Line 2: Two Union Square
Address Line 4: Chattanooga, TENNESSEE 37402

ATTORNEY DOCKET NUMBER:	1471112-0201
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NAME OF SUBMITTER:	David J. Hill
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Signature:	/David J. Hill/
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Date:	03/03/2010
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Total Attachments: 5
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CORRECTIVE ASSIGNMENT

WHEREAS, by an assignment document having an effective date of June 1, 2001 which was recorded at Reel 2473, Frame 0421 at the U.S. Patent and Trademark Office (hereinafter referred to as the "2473/0421 Document"), Telsmith, Inc. purported to assign the registered trademarks which are listed on the attached Exhibit A (hereinafter referred to collectively as the "Registered Trademarks") to TI Services, Inc.; and

WHEREAS Telsmith, Inc. is misidentified in the 2473/0421 Document as a Wisconsin corporation; and

WHEREAS Telsmith, Inc. was on June 1, 2001, has been since June 1, 2001 and continues to be a Delaware corporation;

THEREFORE, in order to correct the error made in the 2473/0421 Document and to correct the records of the U.S. Patent and Trademark Office with respect to the Registered Trademarks, Telsmith, Inc., a Delaware corporation having an office and principal place of business in Mequon, Wisconsin (hereinafter referred to as "Assignor") hereby executes this Corrective Assignment, effective June 1, 2001 (hereinafter referred to as the "Effective Date"), in favor of TI Services, Inc., a Minnesota corporation having an office and principal place of business in Morris, Minnesota (hereinafter referred to as "Assignee").

1. As of the Effective Date, the 2473/0421 Document is null and void.
2. As of the Effective Date, Assignor owned the Registered Marks, each of which was associated with certain of Assignor's products and/or services, or those of one or more related companies, and each of which symbolized at least a portion of the goodwill of Assignor's business.
3. As of the Effective Date, Assignor and Assignee, and certain of their affiliates and related companies are engaged in a reorganization of the relative rights and obligations of each to the others (hereinafter referred to as "the Reorganization").
4. As of the Effective Date and as a part of the Reorganization, and pursuant to a Stock Subscription Agreement made on the Effective Date (hereinafter referred to as the "Subscription Agreement"), Assignee acquired the Registered Trademarks, together with the goodwill of Assignor's business symbolized thereby, for and in consideration of the consideration set forth in the Subscription Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

5. Assignor hereby confirms its assignment and does hereby assign to Assignee all right, title and interest in and to the Registered Trademarks as of the Effective Date, together with the goodwill symbolized by the Registered Trademarks, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of any of the Registered Trademarks, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Corrective Assignment had not been made.
6. Assignor represents and warrants to Assignee that, as of the Effective Date:
 - (a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.
 - (b) Assignor has full corporate authority to execute this Corrective Assignment, and that this Corrective Assignment and the terms and conditions hereof have been duly authorized by all requisite corporate authorities and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
 - (c) Assignor is the owner of the Registered Trademarks, and no other person or entity has any security interest in any of the Registered Trademarks or in any registration thereof.
 - (d) Any and all licenses to use the Registered Trademarks which were previously granted by Assignor have been terminated as of the Effective Date.
 - (e) Assignor has not abandoned or discontinued use, by itself or a related company, of the Registered Trademarks.
 - (f) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened against Assignor in any court or before any governmental agency which might have an adverse effect on any of the Registered Trademarks or the goodwill of the business symbolized thereby.
 - (g) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of any of the Registered Trademarks, or of any goodwill symbolized thereby, or which has created or would create a lien thereon or would affect or interfere with Assignee's use thereof or its rights therein.
7. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the Effective Date, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation made in or in connection with this Corrective Assignment.
8. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Registered Trademarks, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at

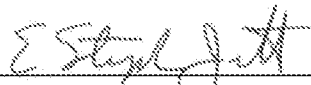
its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Registered Trademarks.

9. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Corrective Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Registered Trademarks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Registered Trademarks, and otherwise fully carrying out the terms of this Corrective Assignment.
10. All the provisions of this Corrective Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.
11. Exhibit A is expressly made part of this Corrective Assignment, is incorporated herein by reference, and shall be given the same force and effect as if said Exhibit were included within the body of this Corrective Assignment.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the Effective Date.

TELSMITH, INC.

By:



Its:

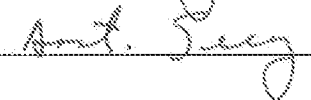


EXHIBIT A

Country	Registration/Application Number	Trademark
USA	843,656	QUIKLOK
USA	522,901	GYRASPHERE
USA	1,037,294	SPECMAKER
USA	1,715,039	TELSMITH & design
USA	2,063,292	VALU-KING
USA	523,684	VIBRO-KING
USA	515,271	TELSMITH

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Telsmith, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - **Wisconsin**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **June 1, 2001**

2. Name and address of receiving party(ies)

Name: **TI Services, Inc.**

Internal Address: _____

Street Address: **Hwy. 28 East**

City: **Morris** State: **MN** Zip: **56267**

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Minnesota**
 Other _____

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached list

B. Trademark Registration No.(s)

See attached list

Additional number(s) attached Yes No

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

Name: **David J. Hill**

Internal Address: **Chambliss, Bahner & Stophel**

Street Address: **1000 Tallan Building**

Two Union Square

City: **Chattanooga** State: **TN** Zip: **37402**

6. Total number of applications and registrations involved: _____

22

7. Total fee (37 CFR 3.41).....\$ **565.00**

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David J. Hill

Name of Person Signing

David J. Hill
Signature

2/28/02

Date

Total number of pages including cover sheet, attachments, and document: **6**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231