

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
Bedford Technology, LLC		06/01/2010	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bedford Technology, LLC		
Street Address:	2424 Armour Road		
City:	Worthington		
State/Country:	MINNESOTA		
Postal Code:	56187		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1900353	BEDFORD TECHNOLOGY	
Registration Number:	1898935	ROLATH	
Registration Number:	2686352	FORESITE DESIGNS	
Registration Number:	2685883	FIBERFORCE	
Registration Number:	3471631	BARFORCE	
CORRESPONDENCE DATA			
Fax Number:	(612)335-1657		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-335-1448		
Email:	eric.paulsrud@leonard.com		
Correspondent Name:	Eric D. Paulsrud		
Address Line 1:	150 South 5th Street		
Address Line 2:	Suite 2300		
Address Line 4:	Minneapolis, MINNESOTA 55402		

OP \$140.00 1900353

ATTORNEY DOCKET NUMBER:	63564.00003
NAME OF SUBMITTER:	Eric D. Paulsrud
Signature:	/Eric D. Paulsrud/
Date:	06/02/2010
Total Attachments: 4 source=Assignment of Trademarks - 01-JUN-2010#page1.tif source=Assignment of Trademarks - 01-JUN-2010#page2.tif source=Assignment of Trademarks - 01-JUN-2010#page3.tif source=Assignment of Trademarks - 01-JUN-2010#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made and entered into as of June 1, 2010, by and between Bedford Technology, LLC, a Minnesota limited liability company ("Assignor"), and New Bedford Technology, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is and hereby represents and warrants that it is the sole and exclusive owner of the entire right, title and interest in, to and under those United States trademarks identified and set forth on Schedule A hereto (the "Trademarks");

WHEREAS, pursuant to the Contribution Agreement, dated as of the date hereof among Assignor, Assignee and Brian Larsen, Assignor is transferring certain of its assets, including the Trademarks, to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the Trademark registrations or applications identified in Schedule A, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor. At Assignee's sole expense, Assignor further agrees that upon request, it shall execute any and all documents necessary to vest all rights, title and interest in and to the Trademarks and the registrations or applications set forth in Schedule A.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks (or such similar entity with respect to all foreign Trademarks) to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

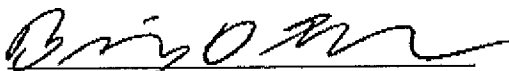
3. This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Except for the expenses (if any) that Assignee has agreed to pay Assignor pursuant to the last sentence of Section 1 hereof, nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

[Signature page follows]

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by its undersigned duly authorized officers.


ASSIGNOR:

BEDFORD TECHNOLOGY, LLC

By: 
Name: Brian Larsen
Its: President

STATE OF MINNESOTA)
COUNTY OF Nobles)ss.

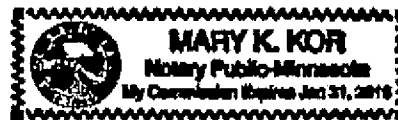
The foregoing instrument was acknowledged before me this 1st day of June, 2010, by Brian Larsen, the President of Bedford Technology, LLC, a Minnesota limited liability company, on behalf of such company.


Notary Public

ASSIGNEE:

NEW BEDFORD TECHNOLOGY, LLC

By _____
Name: John F. Turner
Its: Chairman of the Board



[Signature page to Assignment of Trademarks]

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by its undersigned duly authorized officers.

ASSIGNOR:

BEDFORD TECHNOLOGY, LLC

By: _____
Name: Brian Larsen
Its: President


STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Brian Larsen, the President of Bedford Technology, LLC, a Minnesota limited liability company, on behalf of such company.

Notary Public

ASSIGNEE:

NEW BEDFORD TECHNOLOGY, LLC

By: 
Name: John F. Turner
Its: Chairman of the Board

[Signature page to Assignment of Trademarks]

SCHEDULE A

TRADEMARKS

Mark	Country	Reg. No.	Reg. Date
BEDFORD TECHNOLOGY	United States	1,900,353	June 20, 1995
ROLATH	United States	1,898,935	June 13, 1995
FORESITE DESIGNS	United States	2,686,352	February 11, 2003
FIBERFORCE	United States	2,685,883	February 11, 200
BARFORCE	United States	3,471,631	July 22, 2008

In addition to the trademark scheduled above, this Assignment includes all other trademark rights of the Assignor, whether registered or unregistered, wherever they may exist.