

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
Shorma Company		12/16/2010	CORPORATION: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Shur-Co, LLC		
Street Address:	2309 Shur-Lok Street		
City:	Yankton		
State/Country:	SOUTH DAKOTA		
Postal Code:	57078-0713		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3711846	PROTRAP	
Registration Number:	2340913	SHUR-LITE	
Registration Number:	2340830	SHUR-MATIC	
Registration Number:	2332313	SHUR-PRO	
Registration Number:	2142070	SHUR-CO.	
Registration Number:	2103202	SHURCO	
CORRESPONDENCE DATA			
Fax Number:	(612)977-8650		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6129778795		
Email:	ip@briggs.com		
Correspondent Name:	Daniel A. Rosenberg		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		

CH \$165.00 3711846

ATTORNEY DOCKET NUMBER:	38237.9
NAME OF SUBMITTER:	Lorraine M. Stock
Signature:	/Lorraine M. Stock/
Date:	02/04/2011
Total Attachments: 8 source=ShormaAssignmentDocs#page1.tif source=ShormaAssignmentDocs#page2.tif source=ShormaAssignmentDocs#page3.tif source=ShormaAssignmentDocs#page4.tif source=ShormaAssignmentDocs#page5.tif source=ShormaAssignmentDocs#page6.tif source=ShormaAssignmentDocs#page7.tif source=ShormaAssignmentDocs#page8.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

Shorma Company, a corporation organized under the laws of the state of South Dakota ("**Assignor**"), for good and valuable consideration paid by **Shur-Co, LLC**, a South Dakota limited liability company ("**Assignee**"), the receipt and sufficiency of which is hereby acknowledged, hereby conveys, transfers and assigns to Assignee, its successors and assigns, any and all of its right, title and interest in and to any and all of the intellectual property assets that it may have that are part of the Acquired Assets, as such term is defined in the Asset Purchase Agreement dated December 21, 2010 by and among Assignor and Assignee, together with the goodwill associated with the use of such Intellectual Property (as that term is defined in Asset Purchase Agreement) with Assignor's business, including, without limitation all Proprietary Rights (as defined below) owned by Assignor or to which Assignor has access, right of use, or right of control, wherein Intellectual Property shall include with respect to the Acquired Assets all rights in: all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto; all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including all supporting documentation of any kind; all trade names, trademarks, servicemarks, logos, trade dress, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; all copyrightable works, all copyrights; all mask works and associated rights covered by the Semiconductor Chip Protection Act; all registrations and applications and renewals for any of the foregoing; all trade secrets; all Know-How (defined below); Code (defined below); Documentation (defined below) and Software (defined below), including but not limited to those assets listed on **Schedule 1** attached hereto.

As used herein, the following capitalized terms shall have the following definitions: "**Know-How**" shall include trade secrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods and methodologies and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; "**Documentation**" shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the Intellectual Property; "**Code**" shall mean computer programming code, and shall include both Object Code and Source Code; "**Object Code**" shall mean the machine executable form of the Code; "**Source Code**" shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and "**Software**" shall mean any instructions and associated data capable of being executed, compiled, or interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form.

To the extent any of the aforementioned rights in and to such intangible assets are not immediately assignable, and to the extent any such rights are created in the future with respect to the aforementioned rights, Assignor shall fully identify and describe each such asset and use its best efforts to: (i) provide Assignee the benefits of any such rights, and hold same in trust for Assignee without additional compensation therefore; and (ii) cooperate in any reasonable and

lawful arrangement designed to provide such benefits and rights to Assignee, without additional compensation therefor.

Assignor shall promptly prepare and deliver for recording any instrument necessary to perfect or record the transfer of any of the Intellectual Property in the United States Patent and Trademark Office, in the United States Copyright Office, the domain name registrar, or any other recording office where such recordings are properly made.

Upon the Assignee's request at any time and from time to time, the Assignor shall execute and deliver to the Assignee such additional instruments as the Assignee deems reasonably necessary to vest the Assignee with the sole ownership of exclusive worldwide rights in and to all such intangible assets.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney of such Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; (c) to defend or compromise any or all actions or proceedings in respect of any of the Intellectual Property; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

This Assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

[This space intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Shorma Company

By Wm Shorma
Its _____

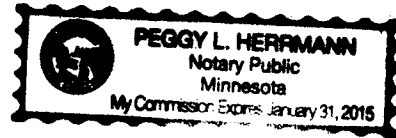
State of Minnesota
County of Hennepin) ss.

On Dec. 16, 2010, before me, Peggy L. Herrmann Notary Public, personally appeared William G. Shorma, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Peggy L. Herrmann
Signature

(Seal)



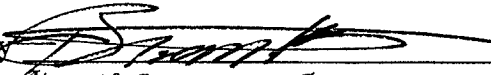
[SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS -
SHORMA COMPANY]

TRADEMARK
REEL: 004467 FRAME: 0602

ACCEPTED this _____.

ASSIGNEE:


Shur-Co, LLC

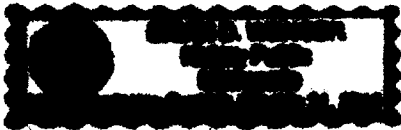
By 
Its manager

State of Minnesota)
County of Hennepin) ss.

On Dec. 16, 2010, before me, Brian D. Wenger, Notary Public, personally appeared Brian W. Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



**SCHEDULE 1
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

PATENTS

DBC Ref.	Title	Country	Patent/Applic. No.	Status
S801.102.102	Retractable Tarping System	US	7,841,642	Patented
S801.102.211	Retractable Tarping System	Canada	2,639,719	Pending
S801.109.101	Quick Release Bow-to-Cable Connector for a Covering System	US	5,938,270	Patented
S801.109.211	Quick Release Bow-to-Cable Connector for a Covering System	Canada	2,245,753	Patented
S801.110.101	Electric Hopper Door Opener	US	12/573,974	Pending
S801.110.141	Motorized Hopper Door Actuation System	Australia	2010206080	Pending
S801.110.211	Motorized Hopper Door Actuation System	Canada	2,716,165	Pending
S801.111.101	Roll Assist Mechanism for Tarp Systems	US	6,513,856	Patented
S801.112.101	Bow Cover	US	5,288,123	Patented
S801.113.101	Swing Away Support System for a Covering	US	5,487,584	Patented
S801.113.211	Swing Away Support System for a Covering	Canada	2,116,787	Patented
S801.114.101	Motorized Hopper Door Actuator	US	N/A	Unfiled
S801.115.101	Wireless Transmitter for Truck and Trailer Accessories	US	61/306,634	Deadline to file non-provisional and foreign patent applications 2/22/11
S801.117.101	Tarp Stop Attachment System	US	61/361,001	Deadline to file non-provisional and foreign patent applications 7/2/11
S801.122.211	Roll Assist Mechanism For Tarp Systems	Canada	2,242,125	Pending

DBC Ref.	Title	Country	Patent/Applic. No.	Status
S801.125.101	Wireless Transmitter for Truck and Trailer Accessories	US	61/391,162	Deadline to file non-provisional and foreign patent applications 10/8/11
S801.126.101	Motor System for Tarp Assembly	US	61/388,726	Deadline to file non-provisional and foreign patent applications 10/1/11
S801.127.101	Tarping Assembly Motor Mount	US	N/A	Unfiled

TRADEMARK
REEL: 004467 FRAME: 0605

TRADEMARKS

- U.S. Trademark Registration No. 3,711,846 for PROTRAP & Design
- U.S. Trademark Registration No. 2,340,913 for SHUR-LITE
- U.S. Trademark Registration No. 2,340,830 for SHUR-MATIC
- U.S. Trademark Registration No. 2,332,313 for SHUR-PRO
- U.S. Trademark Registration No. 2,142,070 for SHUR-CO
- U.S. Trademark Registration No. 2,103,202 for SHUR-CO & Design
- Canadian Trademark Registration No. TMA5670541 for SHUR-MATIC
- Canadian Trademark Registration No. TMA555301 for SHUR-PRO3
- Canadian Trademark Registration No. TMA5553156 for COVER-PRO
- Canadian Trademark Registration No. TMA5670557 for SHUR-LITE
- Canadian Trademark Registration No. TMA5172968 for SHURCO STYLIZED DESIGN

COPYRIGHTS

None

DOMAIN NAMES

None

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

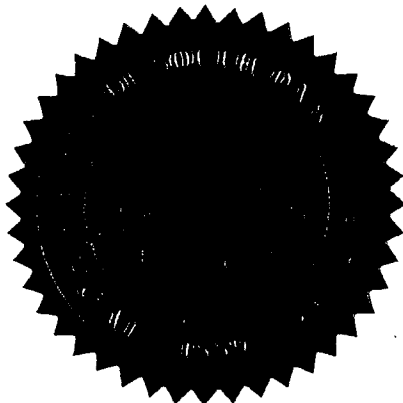
Certificate of Amendment

ORGANIZATIONAL ID #: DB031235

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Articles of Amendment to the Articles of Incorporation of **SHUR COMPANY** changing its name to **SHORMA COMPANY** duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Amendment to the Articles of Incorporation and attach hereto a duplicate of the Articles of Amendment.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this December 13, 2010.



Chris Nelson

Chris Nelson
Secretary of State

AmendCertificate Merge

379 2248 12/14/2010

Secretary of State Office
500 E Capitol Ave
Pierre, SD 57501
(605)773-4845

AMENDMENT TO ARTICLES OF INCORPORATION DOMESTIC BUSINESS CORPORATION

Please Type or Print Clearly in Ink

Please submit one Original and one Photocopy
FILING FEE: \$60 payable to SECRETARY OF STATE

RECEIVED
DEC 13 2010
S.D. SEC. OF STATE

Telephone # _____
FAX # _____

Filed this 13th day of Dec, 2010
Chris Nelson
SECRETARY OF STATE

1. The name of the corporation is Shur Company

Note: This must be the exact corporate name.

2. The Articles of Incorporation have been amended in the manner prescribed by SDCL 47-1A and by the Articles of Incorporation on December 1, 20 10.

- Adopted by the shareholders.
- Adopted by the Board of Directors.

3. Please state the amendment.

The name of the corporation is changed from Shur Company to Shorma Company.
The registered agent is changed from Lisa Hauck to William Shorma.
The registered office is changed from PO Box 713, Yankton, SD 57078 to 1314 Walnut Street, Springfield, SD 57062
The secretary is changed from Carla Ewald to Bonnie Meiers

Application may be signed by any authorized officer of the corporation.

Dated December 8, 2010

Carla Ewald
(Signature of an authorized officer)

Carla K Ewald
(Printed Name)

Secretary
(Title)

domesticamendmentarticles July 2009