

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/20/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intercim, Inc.		07/12/2007	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

Name:	Intercim, LLC
Street Address:	1915 Plaza Drive, Suite 100
City:	Eagan
State/Country:	MINNESOTA
Postal Code:	55122
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1345802	CAMATE
Registration Number:	2961125	INTERCIM VELOCITY
Registration Number:	1352632	FACTORYNET
Registration Number:	3136569	VELOCITY
Registration Number:	2889182	VELOCITY BY INTERCIM

**CORRESPONDENCE DATA**

Fax Number: (202)672-5399  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (202) 672-5300  
 Email: PTOMailWashington@Foley.com  
 Correspondent Name: Norm J. Rich, Foley & Lardner LLP  
 Address Line 1: 3000 K Street, N.W., Sixth Floor  
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**TRADEMARK**  
**REEL: 004491 FRAME: 0628**

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ATTORNEY DOCKET NUMBER:	054192-0103
NAME OF SUBMITTER:	Norm J. Rich
Signature:	/Norm J. Rich/
Date:	03/04/2011
<b>Total Attachments: 3</b> source=X-1h-Assignment of Trademark and Trademark Registration Rights, dated July 12, 2007#page1.tif source=X-1h-Assignment of Trademark and Trademark Registration Rights, dated July 12, 2007#page2.tif source=X-1h-Assignment of Trademark and Trademark Registration Rights, dated July 12, 2007#page3.tif	

**ASSIGNMENT OF TRADEMARK AND  
TRADEMARK REGISTRATION RIGHTS**

**WHEREAS**, INTERCIM HOLDINGS, INC., a Wisconsin corporation formerly known as INTERCIM, INC. having a place of business at 1915 Plaza Drive, Suite 100, Eagan, Minnesota 55122 ("Transferor"), is the owner of the trademark registrations set forth on Exhibit A attached hereto (the "Registrations") for the trademarks (the "Registered Trademarks") listed in the Registrations, and Transferor or its predecessors in interest has adopted, has used and is using the Registered Trademarks; and

**WHEREAS**, INTERCIM, LLC, a Wisconsin limited liability company and wholly-owned subsidiary of Transferor having a place of business located at 1915 Plaza Drive, Suite 100, Eagan, Minnesota 55122 ("Recipient"), has agreed to acquire (a) all of Transferor's right, title and interest in and to the Registered Trademarks and (b) all of Transferor's common law trademarks, business identifiers, trade dress, service marks and trade names that constitute "Trade Rights" under that certain Contribution Agreement (the "Contribution Agreement"), effective as of 10:00 a.m., Central Time, on July 20, 2007 (the "Effective Time"), by and between Transferor and Recipient (such common law marks and the Registered Trademarks are collectively referred to herein as the "Trademarks"), and Transferor has agreed to transfer to Recipient all of Transferor's right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, effective as of the Effective Time, Transferor hereby sells, assigns and transfers to Recipient, its successors and assigns, Transferor's entire right, title and interest in and to, and the use of, the Trademarks and all renewals thereof, together with the goodwill symbolized by the Trademarks, and together with any and all claims and demands that Transferor (in each case either itself or through its predecessors) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Recipient, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Transferor if this assignment had not been made.

Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the obligations or agreements of Transferor or Recipient contained in the Contribution Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall prevail. This instrument shall be binding upon Transferor, its successors and assigns, and shall inure to the benefit of Recipient, its successors and assigns.

[The next page is the signature page.]

IN TESTIMONY WHEREOF, Transferor has caused its duly authorized officer to execute and deliver this instrument as of July 12, 2007.

INTERCIM HOLDINGS, INC.

By: Michael D. Dunham  
Name: Michael D. Dunham  
Title: Vice President and Secretary

State of Colorado  
County of Garfield SS.

Before me, a notary of the state and county aforesaid, personally appeared Michael D. Dunham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a duly elected, qualified and acting officer of Intercim, Inc., and that he executed the foregoing instrument for the purposes therein stated, by signing the name of the corporation by himself as a duly elected, qualified and acting officer.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office on this 12 day of July, 2007.

(Seal)

Cherie Holtz  
Notary Public

My Commission Expires: 03/01/10

**EXHIBIT A**

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
CAMATE	United States of America	1,345,802	July 2, 1985
INTERCIM VELOCITY	United States of America	2,961,125	June 7, 2005
FACTORYNET	United States of America	1,352,632	August 6, 1985
VELOCITY	United States of America	3,136,569	August 29, 2006
VELOCITY BY INTERCIM	United States of America	2,889,182	September 28, 2004