

## 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
	BEST DIVERSIFIED PRODUCTS, INC.		04/02/2012	CORPORATION: GEORGIA
	NORTHSTAR INDUSTRIES, INC.		04/02/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA				
Name:	BEST CONVEYORS LLC			
Street Address:	410 Horizon Drive, Suite 200			
City:	Suwanee			
State/Country:	GEORGIA			
Postal Code:	30024			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 4				
	Property Type	Number	Word Mark	
	Registration Number:	2158766	BEST/FLEX	
	Registration Number:	2222226	BEST	
	Registration Number:	2444050	BEST	
	Registration Number:	2788638	BESTREACH	
CORRESPONDENCE DATA				
Fax Number:	(312)863-7806			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	312-863-7198			
Email:	nancy.brougher@goldbergekohn.com			
Correspondent Name:	Nancy Brougher			
Address Line 1:	Goldberg Kohn Ltd.			
Address Line 2:	55 East Monroe Street, Suite 3300			
Address Line 4:	Chicago, ILLINOIS 60603			

OP \$115.00 2158766

ATTORNEY DOCKET NUMBER:	3630.103
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/02/2012
Total Attachments: 7 source=Best IP Assignment#page1.tif source=Best IP Assignment#page2.tif source=Best IP Assignment#page3.tif source=Best IP Assignment#page4.tif source=Best IP Assignment#page5.tif source=Best IP Assignment#page6.tif source=Best IP Assignment#page7.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the “**Agreement**”) is made by and between Best Conveyors LLC, a Delaware limited liability company, on the one hand (“**Assignee**”), and Best Diversified Products, Inc., a Georgia corporation (“**Best**”), and Northstar Industries, Inc., a Georgia corporation and the sole shareholder of Best, on the other hand (“**Northstar**” and, together with Best, the “**Assignor**”).

### RECITALS

**WHEREAS**, Assignor controls and owns certain intellectual property and other proprietary rights (the “**Intellectual Property**”) relating to the business of manufacturing and distributing flexible and rigid conveyors used for material handling to a number of different end markets and customers (the “**Business**”);

**WHEREAS**, Best is selling to Assignee the Business, its operations, and substantially all of the assets of Best subject to the conditions set forth in a certain Asset Purchase Agreement dated April 2, 2012 by and among Assignee, Best, and Northstar (the “**Asset Purchase Agreement**”); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor desires to assign all right, title and interest in and to the Intellectual Property relating to the Business to Assignee.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, assign, transfer, convey, contribute, and deliver to Assignee and its successors and assigns, and Assignee does hereby accept from Assignor, all right, title and interest in and to all of the following in any jurisdiction throughout the world: (i) patents, patent applications and patent disclosures (including divisions, continuations, and continuations-in-part, and reissues) listed on Schedule A hereto (“**Assigned Patent Rights**”); (ii) all trademarks, service marks, trade dress, trade names, corporate names, trade dress, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all goodwill associated with each of the foregoing, listed on Schedule B hereto (“**Assigned Trademark Rights**”); and (iii) copyrights and copyrightable works listed on Schedule C hereto (“**Assigned Copyright Works**”).

2. Assignor waives any and all moral rights Assignor may have to the Assigned Copyright Works in the United States of America and all other countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § 106A, including, without limitation, any and all rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. This Agreement shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent, trademark and copyright issues and in all other respects

including as to validity, interpretation and effect by the laws of the State of Georgia, without giving effect to the conflict of laws rules thereof.

4. This Agreement is an instrument of transfer contemplated by, and is executed and delivered pursuant and subject to, the Asset Purchase Agreement, and nothing contained herein shall be deemed to supersede, enlarge, modify or diminish any of the provisions of the Purchase Agreement or any rights or obligations of Assignor or Assignee under the Purchase Agreement. If any conflict exists between the terms of this Agreement and the Purchase Agreement, then the terms of the Purchase Agreement shall, as between Assignor and Assignee, govern and control.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, this Intellectual Property Assignment and Consent Agreement is executed as of the day and year first written above.

**ASSIGNOR**

BEST DIVERSIFIED PRODUCTS, INC.

By: James E. Markley  
Name: James E. Markley  
Title: Chief Executive Officer

NORTHSTAR INDUSTRIES, INC.

By: James E. Markley  
Name: James E. Markley  
Title: President and Chief Executive Officer

**ASSIGNEE**

BEST CONVEYORS LLC

By: \_\_\_\_\_  
Name: Jeffrey F. Reed  
Title: Manager

*Signature Page to IP Assignment*

**TRADEMARK**  
**REEL: 004750 FRAME: 0376**

IN WITNESS WHEREOF, this Intellectual Property Assignment and Consent Agreement is executed as of the day and year first written above.

**ASSIGNOR**

BEST DIVERSIFIED PRODUCTS, INC.

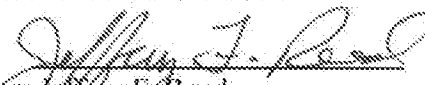
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NORTHSTAR INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

BEST CONVEYORS LLC

By:   
Name: Jeffrey E. Reed  
Title: Manager




## SCHEDULE A

### PATENTS AND PATENT APPLICATIONS

Pat #	Title	Description	Amount of	Appl #	Issue Date	State Issued	Term	Expires	Status	Comments
NS1-1	Converter	Best Flex - Gravity Feeder Resonance Converter	6,352,712	559532	December 21, 1987	August 1, 1989	20	6/20/07	Expired	20 years from filing date or 17 yrs from issue date whichever is longer
NS1-2	Range	RF Feed Range	6,096,862	551879	October 31, 1988	March 17, 1993	20	10/30/05	Expired	20 years from filing date or 17 yrs from issue date whichever is longer
NS1-3	Expandable Powerful Roller Converter	Original Best Flex Power - Roller and Slave Unit	2,147,609	642612	April 10, 1991	September 13, 1992	20	4/15/11	Expired	20 years from filing date or 17 yrs from issue date whichever is longer
NS1-4	Expandable Powerful Converter	Drive Driven Best Flex Power Slave Unit and Roller	5,224,861	571801	June 26, 1993	July 6, 1993	20	6/16/12	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NS1-5	Continuous Powerful Roller Converter	Best Flex Power	5,826,587	541982	November 17, 1994	September 10, 1995	20	11/09/14	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NS1-6	Range	RF Feed Range	6,229,887	549798	May 10, 1989	December 21, 1989	20	5/20/09	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NS1-7	Telescoping rigid frame and actuator converter	UPS Unit	5,296,652	546268	December 5, 1994	February 23, 1996	20	12/01/14	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NS1-8	Expandable redundantly powered converter	Best Flex Power	5,632,371	549794	December 5, 1994	May 17, 1997	20	12/01/14	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NS1-9	Expandable converter with power module	Power Trak	6,626,720	548444	December 5, 1994	June 20, 1997	20	12/01/14	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NS1-10	Telescoping rigid frame and subunit converter with suspender	UPS Unit Suspension	6,203,826	496251	May 31, 1991	December 21, 1999	20	12/20/18	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NS1-11	Multiple Wheel-Axis Support	Web axis support design	6,188,646	570866	March 6, 2001	July 6, 2003	20	3/15/12	Current	20 years from filing date
NS1-12	MULTIPLE Wheel-Axis Support	Web axis support design patent	6,175,637	478351	March 6, 2001	September 8, 2003	20	9/01/17	Current	Design patent - 14 yrs date of issue
NS1-13	Converter Wheel Axis and Trak	Axis Inverted and supported by upper drive support	6,231,559	428921	April 30, 2002	February 9, 2009	20	4/20/23	Current	20 years from filing date

**SCHEDULE B**  
**TRADEMARKS AND DOMAIN NAMES**

TRADEMARKS

MARK	(WORDS ONLY)	SERIAL #	DATE ISSUED	LIFE	EXPIRES	STATUS	REGISTRATION #
BEST/FLEX	BEST/FLEX	75/275,831	05/19/98	RENEWABLE	10 YEAR RENEWAL DUE BY 05/19/18	LIVE	2,158,766
	BEST	75/276,043	02/09/99	RENEWABLE	10 YEAR RENEWAL DUE BY 02/09/19	LIVE	2,222,226
	BEST	75/829,073	04/17/01	RENEWABLE	10 YEAR RENEWAL DUE BY 04/17/21	LIVE	2,444,050
BESTREACH	BESTREACH	76/483,972	12/02/03	RENEWABLE	10 YEAR RENEWAL DUE BY 12/02/13	LIVE	2,788,638
	BESTREACH	N/A	N/A		N/A	COMMON LAW TM	N/A

DOMAIN NAMES

Bestconveyors.com  
Bestconv.com  
Bestconveyors.net  
Bestconv.net



**SCHEDULE C**  
**COPYRIGHTS**

None.