

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BRADY WORLDWIDE, INC.		10/25/2012	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	VARITRONICS, INC.
<b>Street Address:</b>	2355 POLARIS LANE NORTH, SUITE 100
<b>City:</b>	PLYMOUTH
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55447
<b>Entity Type:</b>	CORPORATION: WISCONSIN

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1812115	VARITRONICS
Registration Number:	1328474	VARITRONICS
Registration Number:	3482409	VARIQUEST
Registration Number:	1980389	PROIMAGE
Registration Number:	1455269	MERLIN EXPRESS
Registration Number:	3579944	EDUCATE. MOTIVATE. COMMUNICATE.

**CORRESPONDENCE DATA**

Fax Number: 6123713907  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 612 371 3970  
 Email: tmg@lindquist.com  
 Correspondent Name: LINDQUIST & VENNUM PLLP  
 Address Line 1: 80 South Eighth Street, 4200 IDS Center  
 Address Line 2: Connie Heikkila  
 Address Line 4: MINNEAPOLIS, MINNESOTA 55402

CH \$165.00 1812115

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	520503.0002
NAME OF SUBMITTER:	CONNIE HEIKKILA
Signature:	/connieheikkila/
Date:	10/26/2012
Total Attachments: 4 source=BRADY_20121026100335#page1.tif source=BRADY_20121026100335#page2.tif source=BRADY_20121026100335#page3.tif source=BRADY_20121026100335#page4.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of October 25, 2012 by Brady Worldwide, Inc., a Wisconsin corporation ("Assignor") and Varitronics, LLC, a Minnesota limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Trademarks") and Assignor has agreed to assign and does hereby assign to Assignee all right, title, and interest, in and to the Trademarks, including all goodwill associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Trademarks, with the right to sue and collect the same.

3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof. Assignee will pay Assignor's reasonable costs and expenses incurred thereby.

6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

ASSIGNOR:

Brady Worldwide, Inc.

By: Sheryl Whitman  
Its: Director

STATE OF Wisconsin )  
 )ss:  
COUNTY OF Milwaukee

On this 19<sup>th</sup> day of October, 2012, personally appeared Sheryl Whitman to me known and known to be the Director of Brady Worldwide, Inc., a Wisconsin corporation, and acknowledged that he executed the foregoing Assignment.

[Signature]  
Notary Public  
My Commission Expires December 17, 2016

ASSIGNEE:

Varitronics, LLC.

By: \_\_\_\_\_  
David Grey, President

STATE OF MINNESOTA )  
 )as:  
COUNTY OF HENNEPIN )

On this \_\_\_\_\_ day of October, 2012, personally appeared David Grey, to me known and known to be the President of Varitronics, LLC, a Minnesota limited liability company, and acknowledged that he executed the foregoing Assignment.

Notary Public

ASSIGNOR:

Brady Worldwide, Inc.

By:

Its:

STATE OF )  
 )ss  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared \_\_\_\_\_ to me known and known to be the \_\_\_\_\_ of Brady Worldwide, Inc., a Wisconsin corporation, and acknowledged that he executed the foregoing Assignment.

Notary Public

ASSIGNEE:

Varitronics, LLC

By:

*David Grey*  
David Grey, President

STATE OF MINNESOTA )  
 )ss  
COUNTY OF HENNEPIN )

On this 24<sup>th</sup> day of October, 2012, personally appeared David Grey, to me known and known to be the President of Varitronics, LLC, a Minnesota limited liability company, and acknowledged that he executed the foregoing Assignment.

*Carol A Hunt*  
Notary Public

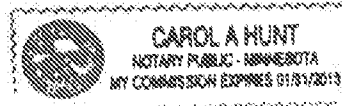


EXHIBIT A

United States Trademark Registrations

Trademark	Registration Number	Registration Date
VARITRONICS & DEVICE	1812115	12/21/1993
VARITRONICS	1328474	4/2/1985
VARIQUEST	3482409	8/5/2008
PROIMAGE	1980389	6/18/1996
MERLIN EXPRESS	1455269	9/1/1987
EDUCATE. MOTIVATE. COMMUNICATE.	3579944	4/24/2009