

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM466955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		09/05/2002	National Association:
RECEIVING PARTY DATA			
Name:	Technologies Holdings Corp.		
Street Address:	3737 Willowick Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77019		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0536323	DARI-KOOL	
Registration Number:	0960813	DARI-KOOL	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214.953.6500		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Elizabeth K. Rucki, Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Dallas, TEXAS 75201-2980		
ATTORNEY DOCKET NUMBER:	076263.0770		
NAME OF SUBMITTER:	Elizabeth K. Rucki		
SIGNATURE:	/Elizabeth K. Rucki/		
DATE SIGNED:	03/23/2018		
Total Attachments: 61			
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source=Bou-Matic - Wells Fargo Payoff Declaration with Exhibits#page3.tif			

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DECLARATION OF PAYOFF & RELEASE OF SECURITY INTERESTS

I, John Kotts, declare as follows:

1. I am the Director of Technologies Holdings Corp., formerly, Bou-Matic Technologies Corporation.
2. On July 11, 2002, Bou-Matic Corporation and J.P. Kotts & Co., Inc., entered into an Asset Purchase Agreement ("Asset Purchase Agreement") to purchase, and subsequently purchased, substantially all of the assets of DEC International Inc. and its affiliated entities ("DEC").
3. In accordance with the terms of the Asset Purchase Agreement, and pursuant to an Assignment and Assumption Agreement dated August 19, 2002 ("Assignment and Assumption Agreement"), attached hereto as "Exhibit A", Bou-Matic Corporation assigned its rights, interests and obligations under the Asset Purchase Agreement to Madison One Holdings LLC ("Madison").
4. In connection with such asset purchase, and in accordance with the Payoff Letter, dated August 30, 2002, a copy of which is attached hereto as "Exhibit B", DEC used a portion of the proceeds from the asset purchase to repay certain loans, advances and/or other financial accommodations extended to DEC on behalf of Wells Fargo Bank Wisconsin, National Association and US Bank National Association, including, but not limited to, those financial accommodations set forth in the Amended and Restated Security Agreement, dated Feb. 5, 2001 (as amended, modified and/or supplemented), which granted Wells Fargo, as Collateral Agent, for the benefit of itself, and Firststar Bank, National Association, a security interest in and to certain intellectual property. A copy of

the security interest, entitled "Intellectual Property Assignment" is attached as "Exhibit C", and was recorded at Trademark Reel/Frame No.: 2277/0492.

5. As stated in Section 2 of the Payoff Letter, upon receipt by Wells Fargo and US Bank of the executed Payoff Letter and the amounts stated in Section 1 of the Payoff Letter, and without any further action by Wells Fargo and US Bank, all security interests and liens upon all properties and assets of DEC, including, but not limited to the security interests referenced at Exhibit C, were to be automatically released and terminated.
6. On or about September 5, 2002, and in accordance with the asset purchase, Madison, and certain affiliates of Madison, instructed LaSalle Business Credit, Inc. to pay those certain amounts designated in Section 1 of the Payoff Letter to Wells Fargo and US Bank. A copy of the Authorization to Pay Letter is attached hereto as "Exhibit D."
7. I confirm that such payments were made to Wells Fargo and US Bank on or about September 5, 2002, and that, pursuant to Section 2 of the Payoff Letter, all security interests and liens, including the security interests referenced in Exhibit C, that Wells Fargo and/or US Bank may have had in any of the intellectual property owned by DEC, including but not limited to, the intellectual property listed on the attached "Exhibit E," have been automatically released and terminated.
8. Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury that the foregoing is true and correct.

[Signature Page Follows]

Executed in Houston, Texas, on this the ____ day of _____, 2018.
March 19, 2018



Name: John Kotts
Title: Director

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of August 9, 2002, by BOU-MATIC CORPORATION, a Nevada corporation (the "Assignor") in favor of MADISON ONE HOLDINGS LLC, a Nevada limited liability company (the "Assignee").

WITNESSETH

WHEREAS, the Assignor has entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated July 11, 2002, with DEC International, Inc., Select Products, Inc., DEC Trading, Inc. (collectively, the "Sellers") and J.P. Kotts & Co., Inc., pursuant to which the Assignor agreed (i) to purchase from the Sellers all of the right, title and interest of the Sellers in and to all of the Acquired Assets and (ii) to assume and become responsible for all of the Assumed Liabilities, in exchange for the Purchase Price. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Asset Purchase Agreement; and

WHEREAS, Section 10(d) of the Asset Purchase Agreement provides that the Assignor may assign all of its rights, interests and obligations under the Asset Purchase Agreement to an Affiliate; and

WHEREAS, the Assignee is an Affiliate of the Assignor.

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

1. Assignment.

(a) The Assignor hereby assigns, sells, transfers, sets over and delivers unto the Assignee as of the date hereof all of the Assignor's rights, interests and obligations under the Asset Purchase Agreement.

(b) The Assignee hereby accepts such assignment and agrees to perform in full all of the Assignor's responsibilities and obligations under the Asset Purchase Agreement from and after the date hereof.

2. Miscellaneous.

(a) Neither this Agreement nor any of the terms or conditions hereof may be waived, amended or modified except by means of a written instrument duly executed by the party to be charged therewith.

(b) Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the express prior written consent of the other

party and the Sellers, unless such assignment is made in accordance with Section 10(d) of the Asset Purchase Agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to principles of conflicts of laws.

(d) This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

(e) This Agreement is intended for the sole and exclusive benefit of the parties hereto, the Sellers and their respective successors and permitted assigns, and no other person shall have any right to rely on this Agreement or to claim or derive any benefit herefrom absent the express written consent of the party to be charged with such reliance or benefit.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BOU-MATIC CORPORATION,
a Nevada corporation

By: _____

Name: John P. Kotts
Title: President

MADISON ONE HOLDINGS LLC,
a Nevada limited liability company

By: _____

Name: John P. Kotts
Title: Sole Manager

EXHIBIT B

August 30, 2002

DEC International, Inc.
Select Products, Inc.
Old RP, Inc. (f/k/a Rapid Pak, Inc.)
1919 S. Stoughton Road
Madison, WI 53716

Gentlemen:

Wells Fargo Bank Wisconsin, National Association ("Wells Fargo") and US Bank National Association ("US Bank") (collectively, "Lenders") and DEC International, Inc., Select Products, Inc. and Old RP, Inc. (f/k/a Rapid Pak, Inc.) (individually and collectively, "Borrower") have entered into prepetition financing arrangements pursuant to which Lenders have made loans and advances and provided other financial accommodations (individually, the "Wells Fargo Loans" and the "US Bank Loans", and collectively, the "Loans") to Borrower as set forth in certain loan and security documents, including a Revolving Credit Agreement dated as of June 1, 1999 by and between Borrower and US Bank (f/k/a Firstar Bank Wisconsin and Firstar Bank National Association), as amended, supplemented, modified and extended from time to time, and including a Letter Agreement dated as of July 26, 1996 by and between Borrower and Wells Fargo, as amended, supplemented, modified and extended from time to time (individually and collectively, the "Prepetition Loan Agreement", and together with all related agreements, documents and instruments, as each may have been amended, modified, supplemented or extended, collectively the "Prepetition Financing Agreements").

Lenders also entered into certain postpetition financing arrangements with Borrower evidenced by various court orders which, together with all related agreements, documents and instruments, as each have been amended, modified, supplemented or extended, are collectively referred to as the "Postpetition Loan Agreement" and the "Postpetition Financing Agreements." The Prepetition Loan Agreement and the Postpetition Loan Agreement are collectively referred to as the "Loan Agreement." The Prepetition Financing Agreements and the Postpetition Financing Agreements are collectively referred to as the "Financing Agreements."

Concurrently herewith, Borrower is selling substantially all of its assets, and is utilizing a portion of the proceeds of such sale to repay all of the Loans other than the obligations, liabilities and indebtedness of Borrower to Lenders arising pursuant to or in connection with the letters of credit arranged for by Lenders for the account of Borrower listed on Exhibit A hereto (individually, a "Letter of Credit", and collectively, the "Letters of Credit").

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agrees as follows:

1. Repayment; Pledge. Borrower shall pay or cause to be repaid to Lenders, at Borrower's cost and expense, on the Payoff Date, by federal funds wire transfer:

(a)(i) the amount of \$ [REDACTED] (as of September 5, 2002) for repayment of all amounts due on the Wells Fargo pre-petition loans, and (ii) the amount of \$ [REDACTED] (as of September 5, 2002) for the US Bank pre-petition loans;

(b)(i) the amount of \$ [REDACTED] (as of September 5, 2002) for repayment of all amounts due on the Wells Fargo post-petition DIP Loans, and (ii) the amount of \$ [REDACTED] (as of September 5, 2002) US Bank post-petition DIP Loans;

(c)(i) the amount of \$ [REDACTED] for repayment of all unpaid and outstanding Wells Fargo costs and expenses, including professional fees (with detailed back-up for all such out-of-pocket expenses for the period of August 17, 2001 to and including the date of payoff previously supplied to the Borrower, the Official Committee of Unsecured Creditors and the Office of the United States Trustee), and (ii) the amount of \$ [REDACTED] for repayment of all unpaid and outstanding US Bank costs and expenses, including professional fees (with detailed back-up for all such out-of-pocket expenses for the period of August 17, 2001 to and including the date of payoff previously supplied to the Borrower, the Official Committee of Unsecured Creditors and the Office of the United States Trustee) plus additional documented costs and fees incurred through the Payoff Date; and

(d) in the event that the Letters of Credit are not returned and cancelled as part of the Second Amended Plan of Reorganization for the Borrower, the amount of \$ [REDACTED] (\$ [REDACTED] to Wells Fargo and \$ [REDACTED] to US Bank) which shall be pledged by Borrower to Lenders as Cash Collateral (as such term is defined below) as provided herein.

In the event that the Letters of Credit are not returned and cancelled as part of the Second Amended Plan of Reorganization for the Borrower, the total amount sent to Wells Fargo shall be \$ [REDACTED] as of September 5, 2002 (as the same may be increased by the per diem charges described below, the "Wells Fargo Payoff Amount") and the total amount sent to US Bank shall be \$ [REDACTED] as of September 5, 2002 (as the same may be increased by the per diem charges described below, the "US Bank Payoff Amount") (collectively, the Wells Fargo Payoff Amount and the US Bank Payoff Amount are the "Payoff Amount") and such amounts shall be sent, respectively, to:

WELLS FARGO BANK, NATIONAL ASSOCIATION

San Francisco

ABA: [REDACTED]

BNF: LAG Operations

Acct: [REDACTED]

OBL: DEC International Inc. OBG [REDACTED] obl [REDACTED]

US BANK NATIONAL ASSOCIATION

ABA # [REDACTED]

Account # [REDACTED]

Further credit to: DEC International, Inc. - loan #34,42,67

Reference: Mike Hildebrand

Phone: ()

If the Payoff Amount is not received by Lenders by 2:00 p.m. Minneapolis, Minnesota time on any date of calculation of the Payoff Amount, the Payoff Amount shall be increased by a per diem amount of \$ for the Wells Fargo pre-petition loans, \$ for the Wells Fargo post-petition loans, \$ for the US Bank pre-petition loans, and \$ for the US Bank post-petition loans for each day thereafter that the Payoff Amount is not received by Lenders by 2:00 p.m. Minneapolis, Minnesota time on such day (assuming no change in the applicable interest rate on the Payoff Amount). The Payoff Amount and per diem charges are subject to adjustment for additional costs and attorneys fees incurred by Lenders as described in section 1(c) above, and any additional draws by, or payments made by, Borrower on the postpetition DIP facility and by any changes in the applicable interest rate prior to the Payoff Date. The Payoff Amount is also subject to adjustment because of checks deposited to the credit of this account being returned NSF or because account entries in process have not been reflected in the original amounts specified above or because of clerical errors. If by reason of such adjustments made not later than 60 days after the Payoff Date, an additional amount is found to be owed to the Lenders, Borrower shall promptly reimburse Lenders for such additional indebtedness.

2. Releases.

(a) Upon receipt by Lenders of this letter executed by the parties hereto and the Payoff Amount in immediately available funds, without any further action by Lenders, (i) the financing arrangements relating to the Loans as between Borrower and Lenders pursuant to the Financing Agreements are hereby automatically terminated, returned and cancelled and of no further force and effect except for those provisions of the Financing Agreements relating to the Continuing Obligations (as hereinafter defined), (ii) Lenders shall have no further obligation to make any Loans, provide any Letter of Credit Accommodation (as defined in the Loan Agreement), other financial accommodations or have any other duties or responsibilities in connection with the Financing Agreements except to allow the continuation of the Letters of Credit (provided, that, Lenders shall have no obligation to extend the expiration date of any Letter of Credit or agree to any other amendment thereof), and (iii) all security interests and liens upon any and all properties and assets of Borrower and any other person or entity liable on or in respect of the Loans, whether as guarantor, endorser, surety, or otherwise (individually, a "Guarantor", and collectively, "Guarantors") heretofore granted by Borrower or such Guarantor to Lenders pursuant to the Financing Agreements are hereby automatically released and terminated; provided, that, nothing contained in this Section 2 shall release or terminate, or be deemed to release or terminate, the security interests and liens of Lenders on the Cash Collateral as granted herein.

(b) Upon receipt by Lender of this letter executed by the parties hereto and the Payoff Amount in immediately available funds, Lenders shall, at the expense of Borrower (and at the request of the Borrower or Agents but without further action by any party other than Lenders), (i) execute and deliver to the Borrower any and all release documents (including, without limitation,

satisfactions of mortgages, UCC-3 termination statements and releases of liens on patents and trademarks) as Borrower may reasonably request to evidence the release, discharge and termination of the liens and security interests arising under the Financing Agreements in favor of Lenders (except with respect to the Cash Collateral) and (ii) deliver to the Borrower all original certificates of title, stock certificates, instruments, promissory notes (marked returned and cancelled) in favor of Lenders and other property of the Borrower in the possession of Lenders (except for the Cash Collateral) to the extent such items relate to the Financing Agreements.

3. Continuing Obligations. Notwithstanding anything to the contrary contained herein, in the event that the Letters of Credit are not returned and cancelled as part of the Second Amended Plan of Reorganization for the Borrower, Borrower is not released from, and hereby ratifies and confirms its continuing liability to Lenders for the payment and satisfaction in full in cash of the following (collectively, the "Continuing Obligations"):

(a) all obligations of Borrower arising pursuant to or in connection with the Letters of Credit, including, without limitation, (i) the obligation to pay or reimburse Lenders for amounts paid or payable by Lenders to the issuer in respect of amounts drawn under any Letter of Credit, which amounts shall be due and payable to Lenders, without notice or demand, at the option of Lenders, immediately upon any such drawing under such Letter of Credit and (ii) all letter of credit fees, charges and expenses (including bank charges and expenses) accrued and accruing in respect of the Letters of Credit, which fees owing to Lenders shall be payable at the rate set forth in the applicable Loan Agreement as in effect immediately prior to the effectiveness hereof, and shall be due and payable each week and upon the expiration or cancellation of any Letter of Credit;

(b) interest (at the interest rate provided for in the applicable Loan Agreement) upon all amounts owed to Lenders in respect of the Letters of Credit or otherwise in respect of the Continuing Obligations, which interest shall accrue from the date of any drawing under the Letters of Credit or such other date on which each such amount is due under the terms of the Financing Agreements as in effect immediately prior to the effectiveness hereof, until Lenders have received full and final payment thereof in immediately available funds; and

(c) all reasonable and documented additional costs and attorneys fees incurred by Lenders in respect of the Financing Agreements, Loans, postpetition DIP loans and Continuing Obligations which are unreimbursed on the Payoff Date.

4. Cash Collateral. In the event that the Letters of Credit are not returned and cancelled as part of the Second Amended Plan of Reorganization for the Borrower:

(a) As collateral security for the prompt performance, observance and payment in full in cash of all of the Continuing Obligations, Borrower hereby irrevocably assigns, pledges, hypothecates, transfers, sets over to Lenders, and grants to Lenders a security interest in and right to set off against the sum specified in clause (d) of Section 1 above, which has been or shall be remitted herewith to Lenders, and all proceeds thereof (the "Cash Collateral").

(b) Lenders shall hold such Cash Collateral, less any amounts thereof previously applied to Continuing Obligations until (i) in the case of US Bank, no later than the close of business on January 15, 2003, and (ii) in the case of Wells Fargo, no later than the close of business on July 15, 2003, at which time and date Lenders shall release to the DEC Liquidating Creditor Trust, Attn: Mr. Chris Hannemann, 1919 South Stoughton Road, Madison, Wisconsin 53716 any remaining Cash Collateral, plus an additional amount at a rate equal to the passbook rate on the Cash Collateral held by Lenders (the "Remaining Cash Collateral Amount"); provided, that, if no drawings have been made under a particular Letter of Credit, Lenders shall release to the DEC Liquidating Creditor Trust, Attn: Mr. Chris Hannemann, 1919 South Stoughton Road, Madison, Wisconsin 53716, a portion of the Remaining Cash Collateral Amount, in an amount equal to the undrawn face amount of such Letter of Credit, on no later than five (5) business days following the receipt by the issuer of such Letter of Credit (the "Issuer") of (i) the executed original of such Letter of Credit and (ii) a letter addressed to the Issuer (with a copy to Lenders), duly authorized, executed and delivered by the beneficiary of such Letter of Credit, which instructs the Issuer to cancel such Letter of Credit and certifies that no drawing has been made under such Letter of Credit and no draft has been presented for payment under such Letter of Credit. Such rate shall be calculated on the same basis as passbook interest calculation is made by the Lenders for their passbook customers.

(c) Without limiting the rights of Lenders elsewhere in this Agreement or under the Financing Agreements in respect of the Continuing Obligations, Lenders may immediately apply the Cash Collateral from time to time against the Continuing Obligations when due, and Borrower is and shall remain liable to pay any deficiency on demand.

5. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Lenders reserve all of their rights in and to any checks or similar instruments for payment of money heretofore received by Lenders which have been credited to the account of Borrower with Lenders in determining the amount to be paid to Lenders under Section 1 hereof, and all of their rights to any monies due or to become due under said checks or similar instruments and/or all of their claims thereon.

6. Proceeds of Collateral. Lenders agree that any checks, remittances, other items of payment or proceeds of accounts and other collateral released pursuant hereto or otherwise received or collected by Lenders on or after the date hereof in respect of the Loans (but excluding the Cash Collateral) shall be held for the benefit of DEC and shall be promptly remitted to the DEC Liquidating Creditor Trust, Attn: Mr. Chris Hannemann, 1919 South Stoughton Road, Madison, Wisconsin 53716, upon the receipt of collected funds, with any necessary endorsement or assignment but without any recourse, warranty or representation of Lenders.

7. Conditions Precedent. The effectiveness of this letter and any UCC termination statements or other release documents delivered in connection herewith is subject to and conditioned upon the receipt by Lenders of: (a) cash or other immediately available funds in the amounts set forth in Section 1 above and (b) an original of this letter duly executed by the parties hereto.

8. Further Assurances; Termination of Lockboxes. At the request of Borrower, at Borrower's expense, Lenders agree to promptly execute and deliver additional collateral releases, termination statements and such other and further documents and instruments, as may be reasonably requested by Borrower from time to time in order to effect or evidence more fully the matters covered hereby. Borrower acknowledges that concurrently herewith, Lenders are delivering to Borrower UCC termination statements covering the financing statements known to Borrower to have been previously filed by Lenders against Borrower.

9. Counterparts, etc. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument. This Agreement may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

10. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of Wisconsin (without giving effect to principles of conflicts of law).

11. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Very truly yours,

WELLS FARGO BANK WISCONSIN,
NATIONAL ASSOCIATION

By: 

Title: Vice President

US BANK NATIONAL ASSOCIATION

By: 

Title: Vice President

ACKNOWLEDGED AND AGREED

DEC International, Inc., as Borrower, Debtor and
Debtor-in-Possession

By: 

Title: Treasurer

Select Products, Inc., as Borrower, Debtor and

Debtor-in-Possession

By: *C. R. Hume*
Title: Treasurer

Old RP, Inc., f/k/a Rapid Pak, Inc., as Borrower, Debtor
and Debtor-in-Possession

By: *C. R. Hume*
Title: Treasurer

c:\users\garcia_s\kdocs\docs\29008441.doc

EXHIBIT A

Letters of Credit

Issuing Bank	Letter of Credit No.	Beneficiary	Stated Amount	Expiry
Wells Fargo	NZS373901	Banco Bradesco S.A.	\$ [REDACTED]	06/30/03
US Bank	SLCW124193	Sentry Insurance	\$ [REDACTED]	12/31/02

EXHIBIT C

04-23-2001



101683072

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID #

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ License

☒ Security Agreement ☐ Nunc Pro Tunc Assignment

☐ Merger

Effective Date
Month Day Year

02-05-2001

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

02-05-2001

Name DEC International, Inc.

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization Wisconsin

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Wells Fargo Bank, Wisconsin, National Association, as Collateral Agent

DBA/AKA/TA

Composed of

Address (line 1) 432 South Gammon Road

Address (line 2)

Address (line 3) Madison

City

WI/USA

State/Country

53715

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☒ Association

☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ Citizenship/State of Incorporation/Organization US National Banking Association

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 006298 FRAME: 0506

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 608-257-3501

Name Timothy S. Crisp

Address (line 1) Michael Best & Friedrich LLP

Address (line 2) One South Pinckney Street

Address (line 3) P.O. Box 1806

Address (line 4) Madison, WI 53701-1806

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

36

Trademark Application Number(s) or Registration Number(s)

☒

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1312221	1114867	1356414
1209594	536323	960813
1192995	1119526	1384008

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

440.00

Method of Payment:

Enclosed ☒

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-0842

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Timothy S. Crisp

Name of Person Signing

Signature

Date Signed

4/4/2001

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1331902	1830151	

INTELLECTUAL PROPERTY ASSIGNMENT

Dated as of February 5, 2001

Executed by

DEC INTERNATIONAL, INC.

In favor of

WELLS FARGO BANK WISCONSIN, NATIONAL ASSOCIATION,

as Collateral Agent

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of February 5, 2001, and is made by DEC International, Inc., a Wisconsin corporation (the "Borrower"), in favor of Wells Fargo Bank Wisconsin, National Association, not in its individual capacity, but solely as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of itself (in its individual capacity, "Wells Fargo") and Firststar Bank, National Association ("Firststar"; Wells Fargo and Firststar are hereinafter collectively referred to as the "Lenders", and each individually as a "Lender").

WHEREAS, the Borrower (i) owns the patents and patent applications listed on Schedule 1 annexed hereto, and is a party to the patent licenses listed on Schedule 1 annexed hereto, (ii) owns the trademarks, trademark registrations, and trademark registration applications listed on Schedule 2 annexed hereto, and is a party to the trademark licenses listed on Schedule 2 annexed hereto and (iii) owns the copyrights, copyright registrations and copyright registration applications listed on Schedule 3 annexed hereto, and is a party to the copyright licenses listed on Schedule 3 annexed hereto; and

WHEREAS, Borrower and the Collateral Agent have entered into an Amended and Restated Security Agreement dated as of February 5, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); terms used but not otherwise defined herein shall have the respective meanings provided for in the Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, Borrower has granted the Collateral Agent a security interest in the Collateral, including all Inventory and all Accounts and other Rights to Payment, whether now owned or hereafter acquired, together with all proceeds thereof);

WHEREAS, the Security Agreement requires Borrower to execute any other documents that the Collateral Agent may require to perfect its Security Interest in the Collateral;

WHEREAS, the Collateral Agent has advised the Borrower that this Assignment may be necessary to perfect its Security Interest in the Collateral;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

A. Borrower hereby grants to the Collateral Agent a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patents"), whether presently existing or hereafter created or acquired (and all of which shall constitute Collateral):

- (1) each patent and patent application of Borrower therefor, including, without

limitation, each patent and patent application referred to in Schedule 1 annexed hereto;

(2) each patent license to which Borrower is a party, including, without limitation, each patent license listed on Schedule 1 annexed hereto; and

(3) all proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

B. Borrower hereby grants to the Collateral Agent a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademarks"), whether presently existing or hereafter created or acquired (and all of which shall constitute Collateral):

(1) each trademark, trademark registration and trademark registration application of Borrower, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Schedule 2 annexed hereto and the goodwill associated therewith;

(2) each trademark license to which Borrower is a party, including, without limitation, each trademark license listed on Schedule 2 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

C. Borrower hereby grants to the Collateral Agent a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Copyrights"), whether presently existing or hereafter created or acquired (and all of which shall constitute Collateral):

(1) each copyright, copyright registration and copyright registration application of Borrower, including, without limitation, the copyright, copyright registrations and copyright registration applications referred to in Schedule 3 annexed hereto;

(2) each copyright license to which Borrower is a party, including, without limitation, each copyright licensed listed on Schedule 3 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

This security interest is granted in conjunction with the Security Interests granted to the Collateral Agent pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The purpose of this security interest is to permit the Collateral Agent, upon foreclosure or other repossession of any of the Collateral (other than the Patents, Trademarks and Copyrights), to

sell, transfer or otherwise dispose of such Collateral.

D. In addition to, and not by way of limitation of, all other rights granted to the Collateral Agent under the Loan Documents, as collateral security only for the complete payment when due of all Obligations, Borrower hereby, upon the maturity of the Obligations or the earlier acceleration of any Obligation in accordance with the Transaction Documents and the exercise by the Collateral Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, sells, assigns, grants, conveys, transfers and sets over to the Collateral Agent any and all rights of Borrower under any license and any license agreement with any other party, whether Borrower is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale all Collateral now or hereafter owned by Borrower and now or hereafter covered by such license and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to the Collateral Agent under this Assignment which rights are material to the conduct of Borrower's business. Borrower hereby covenants that, within ten (10) days thereafter, it will notify the Collateral Agent if any Patent described in subsection (A)(1) hereof, Copyright described in subsection (C)(1) hereof or Trademark described in subsection (B)(1) hereof shall at any time hereafter become subject to any such license agreement and that, together with such notice, it will provide the Collateral Agent with full identification thereof and with such further documentation as the Collateral Agent may reasonably request to accomplish or assure the accomplishment of the purpose of this Section D.

E. Borrower hereby agrees that, upon the maturity of the Obligations or the earlier acceleration of any Obligation in accordance with the Credit Agreement and the exercise by the Collateral Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, the Collateral Agent's right to use all Patents, Copyrights and Trademarks as described above shall be worldwide, to the extent of such Borrower's right to use the same, and without any liability for royalties or other related charges from the Collateral Agent to Borrower. The term of the collateral assignments and grant of security interest granted herein shall extend until the expiration of each of the Patents, Copyrights and Trademarks collaterally assigned hereunder, or until the Obligations have been indefeasibly paid in full in cash and all commitments to lend thereunder terminated.

F. Borrower represents and warrants that the United States and foreign Patents, Copyrights and Trademarks constitute all of the patents, patent applications, copyrights, copyright registrations, copyright registration applications, trademarks, trademark registrations, trademark registration applications and licenses with respect to any of the foregoing now owned by Borrower. Within ten (10) days after the creation thereof, Borrower shall identify in writing to the Collateral Agent all new applications for United States and foreign letters patent, copyright registrations and trademark registrations and licenses of Borrower, which new applications, patents, copyright registrations, trademark registrations and licenses shall be subject to the terms and conditions of the Security Agreement and this Collateral Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Collateral Assignment to be duly executed by its duly authorized officer as of February 5, 2001.

DEC INTERNATIONAL, INC.,
a Wisconsin corporation

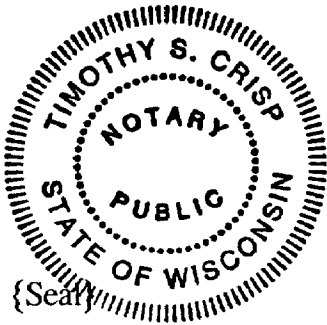
By: 
Henrik Moe, President

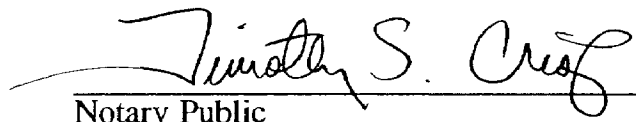
By: 
Chris R. Hannemann, Treasurer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On February 5, 2001, before me appeared Henrik Moe and Chris R. Hannemann, as proved to me to be on the basis of satisfactory evidence the persons described in and who executed the foregoing instrument as the President and Treasurer, respectively, of DEC International, Inc., a Wisconsin corporation, signatory to such instrument, being by me duly sworn, did depose and say that they are the officers of such corporation described in and which executed the foregoing instrument; that said instrument is signed on behalf of such corporation by order of its Board of Directors; and that they acknowledged said instrument to be the free act and deed of such corporation.





Notary Public
My commission expires / is permanent.

See attached.

DAIRY EQUIPMENT DIVISION
DEC INTERNATIONAL, INC.

PENDING FOREIGN PATENT APPLICATIONS

ANDRUS FILE COUNTRY	SERIAL NO. FILING DATE	TITLE AND INVENTOR(S)	COMMENTS	FEE DUE
1484-00023 PCT	PCT/US92/04879 6/10/92	Milking System With Positive Pressure On Thin Liner G. Mein	Elections: EP, AU, CA, JP	
1484-00024 PCT	PCT/US92/10345 12/1/92	Milking System With Variable Pressure Source Thompson, Pulvermacher	National Filings Sent 8/9/94 To EP, AU, CA	
1484-00038 PCT	PCT/US94/03345 3/28/94	Top Unloading Milking Claw Steingraber, Thompson, Mullen	National Filings Sent To AU, CA, JP, NZ, EP	

BERG COMPANY
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ANDRUS FILE COUNTRY	SERIAL NO. FILING DATE	TITLE AND INVENTOR(S)	COMMENTS	FEES DUE
4201-00009 PCT	PCT/US00/31725 11/20/2000	Container Dispensing Apparatus N. Immet	Amendment Due: 3/22/01 Demand Due: 6/22/01 National Filings 20 Mo.: 7/22/01 National Filings 30 Mo.: 5/22/02	

DAIRY EQUIPMENT DIVISION
DEC INTERNATIONAL, INC.

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ANDRUS FILE	TITLE AND INVENTOR(S)	PATENT NO. ISSUE DATE	FEES DUE
1484-00095	Teatcup Liner With Desired Mouthpiece Chamber Vacuum S. Sanford	6,039,001 3/21/2000	9/21/03, 9/21/07, 9/21/11
1484-00109	Clog Resistant Air Vent Plug For Teatcup Liner S. Sanford	6,055,931 5/2/2000	11/2/03, 11/2/07, 11/2/11

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Page No. 2
1/23/2001PATENT NO.
ISSUE DATE

FEES DUE

TITLE AND INVENTOR(S)

ANDRUS FILE

1484-00021	Milking System With Positive Pressure On Thia Liner G. Mein	5,178,095 1/12/93	7/12/04
1484-00113	Livestock Sorting System Having Identification Sensor And Gate Mounted Exit Switch J. Carrano	5,183,008 2/2/93	8/2/04
C.8652-5	Rapid Exit Herringbone Stall W. Nelson	5,203,280 4/20/93	10/20/04
C.8742-6	Milking System With Variable Pressure Source P. Thompson, R. Pulvermacher	5,218,924 6/15/93	12/15/04
1484-00031	Top Unloading Milking Claw G. Steingraber, P. Thompson, T. Mullen	5,291,853 3/8/94	9/8/01, 9/8/05
1484-00051	Milking Cluster Air Fork J. Carrano	5,586,518 12/24/96	6/24/04, 6/24/08
1484-00054	Automated Milking Parlor W. Nelson	5,615,637 4/1/97	10/1/04, 10/1/08
1484-00062	Milk Meter Carrano, Blair, Erdman, Nelson, Pulvermacher, Tucker, Jr.	5,720,236 2/24/98	8/24/01, 8/24/05, 8/25/09
1484-00090	Milking Parlor Cow Identification Correction Method G. Tucker, Jr.	5,959,526 9/28/99	3/28/03, 3/28/07, 3/28/11
1484-00119	Milking Cluster Hose Positioner S. Sanford	5,963,738 10/5/99	4/5/03, 4/5/07, 4/5/11

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DEC INTERNATIONAL, INC.

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ANDRUS FILE	TITLE AND INVENTOR(S)	PATENT NO. ISSUE DATE	FEES DUE
	Valve For Use In A Suction Line Plett	4,452,177 6/5/84	
	Valve For A Suction Line Steingraber et al	4,481,906 11/13/84	
	Dry Scrubbing Oxides And Particulate Contaminants From Hot Gases	4,504,451	
	Teat Cup Inflation	4,530,307	
	Milking Claw	4,537,152	
	Side Air Flow Food Processor M-N. Huang D.L. Brethorst	4,583,454 4/22/86	
	Heat Pump Water Heater System	4,665,712	
	Food Product Cooker Barnhart	4,784,053 11/15/88	
1484-00092	Rapid Exit Parlor System E.E. Norwood	4,977,856 12/18/90	6/18/02
C.7983-1	Efficient Dehumidification System K. Gehring, J. Zabel, P. Steinmetz	5,031,411 7/16/91	1/16/03
1484-00110	Prc-Curved Milk Tube G. Steingraber	5,080,041 1/14/92	7/14/03

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DAIRY EQUIPMENT DIVISION
DEC INTERNATIONAL, INC.

PENDING U.S. PATENT APPLICATIONS

ANDRUS FILE	SERIAL NO. FILING DATE	TITLE AND INVENTOR(S)	ATTY	COMMENTS
1484-00152	09/607,231 6/30/2000	Cluster Pre-Lift For Milking Parlor P. Eppers	MET	
1484-00154	11/13/2000	Milking Vacuum Fluctuation Filter C. Fleischman	MET	

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ANDRUS FILE	TITLE AND INVENTOR(S)	PATENT NO. ISSUE DATE	FEES DUE
4201-00007	Liquid Container Dispensing Apparatus N. Hammel	6,152,323 11/28/2000	5/28/04, 5/28/08, 5/28/12

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ANDRUS FILE	SERIAL NO. FILING DATE	TITLE AND INVENTOR(S)	ATTY	COMMENTS
4201-00008	09/444,442 11/22/1999	Container Dispensing Apparatus N. Immoel	MET	
4201-00006	09/691,719 10/18/2000	Beverage Dispenser Transponder Identification System J. Riek	MET	IDS Sent: 10/18/00

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ANDRUS FILE	TITLE AND INVENTOR(S)	PATENT NO. ISSUE DATE	FEES DUE
73-00005	Food Processing System With Simplified Loading And Transfer C. McFarlane, D. Lukens	5,354,230 10/11/94	4/11/02, 4/11/06
73-00006	Food Processing Transport System McFarlane, Conohan, Lukens, Schultz, Holl, Persson	5,398,598 3/21/95	9/21/02, 9/21/06
Taken Over	Batch Conveyor For Processing Chamber T. Madsen, B. Jensen	5,398,600 3/21/95	9/21/02, 9/21/06
73-00021	Molded Food Processing System D. Cody	5,520,097 5/28/96	11/28/03, 11/28/07
73-00020	Pasteurizer D. Cody	5,551,334 9/3/96	3/3/04, 3/3/08
73-00064	Food Processing System With Automatic Unloading And Optional Rack-Off R.L. Miller	5,396,809 4/27/99	10/27/02, 10/27/06, 10/27/10
73-00069	Method And Means For Conveying And Processing An Extruded Sausage Strand D. Cody, D. Hamblin, S. Hergott, W. Holl, D. Nordby, M. Simpson, B. Veldkamp	6,086,469 7/11/2000	1/11/04, 1/11/08, 1/11/12
73-00072	Method Of Curing Food Products R. Hanson	6,099,881 8/8/2000	2/8/04, 2/8/08, 2/8/12

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ANDRUS FILE	TITLE AND INVENTOR(S)	PATENT NO. ISSUE DATE	FEES DUE
	Enclosed Floor Track System	4,505,205	
Taken Over	Product Hanger L. Norrie, R. Pawlicki	4,540,094 9/10/85	
Taken Over	Multi-Conveyor Processing System	4,610,886 9/9/86	
Taken Over	Holder For Processing Products G. Buller-Coldhurst, K. Jespersen	4,658,718 4/21/87	
	Walkway For A Liquid Heat Transfer Cabinet	4,665,812	
C.6926-39	Food Product Press Huang et al	4,817,511 4/4/89	
C.7878-42	Floor Mounted Walking Beam System For Advancing A Vehicle D. Brethorst	5,042,392 8/27/91	2/27/03
73-00066	Product Support Apparatus L. Norrie	5,067,620 11/26/91	5/26/03
73-00010	Method For Processing Of A Food Product J. Schreiber, C. McClain, D. Lukens	5,244,683 9/14/93	3/14/01, 3/14/05
73-00009	Serpentine Food Processing With Closed-loop Recirculation C. McFarlane, D. Coby, G. Millard, Jr.	5,253,569 10/19/93	4/19/01, 4/19/05
Taken Over	Apparatus For Combing And Decombing Bacon C. Le-Normand, C. Martinez, J. Jones	5,334,088 8/2/94	2/2/02, 2/2/06

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Sani-Matic Systems, Div. DEC International, Inc. - List of Patents, Applications and Licenses

Patents:

<u>No.</u>	<u>Description</u>	<u>Date Issued</u>
5,778,907	Cleaning system for elongated objects	7/14/98
5,392,797	Single motive pump, clean-in-place system for use with piping systems and vessels	2/28/95
5,398,733	Readily Cleaned liquid transfer system	3/21/95
5,603,826	Return pump system for use with clean-in-place system for use with vessels	2/18/97

Patent Applications: **None**

Patent Licenses: All granted by Dober Chemical Corp., Midlothian, IL

5,595,201	Apparatus and methods for automatically cleaning multiple pieces of equipment
5,396,178	Apparatus and method for determining that equipment is clean
5,353,821	Cleaning apparatus and method
5,282,889	Method for cleaning a piece of equipment
4,915,119	Cleaning apparatus and method

1/17/00



BERG INTEROFFICE MEMO

BERG COMPANY
P.O. Box 7065
Madison, WI 53707-7065
Phone: (608) 221-4281
Fax: (608) 221-1416

TO: Jim Edgerly
FROM: John Loehrke
DATE: January 18, 2001
SUBJECT: Intellectual Property List

Patents currently held or applied for by Berg Company:

Pat. #/Country	Title	Issue Date
5,363,989	Automatic Control Apparatus for a Beverage Tap	Nov. 15, 1994
Application 09/691,719	Beverage Dispenser Transponder Identification System	Pending
6,152,323	Liquid Container Dispensing Apparatus	Nov. 28, 2000
2,168,318 Canada	Beverage Dispensing System With Bottle Identification Mechanism	Feb. 10, 1995
5,603,430	Beverage Dispensing System With Bottle Identification Mechanism	Feb. 18, 1997
2,191,289 Canada	Beverage Dispensing System With Bottle Identification Rings	Nov. 27, 1995
726,225 European Patent	Beverage Dispensing System With Bottle Identification Mechanism. Filed in: Austria, Belgium, Denmark, Germany, Netherlands, Switzerland	Feb. 10, 1995
5,702,032	Beverage Dispensing System With Bottle Identification Rings	Dec. 30, 1997
Application 09/444,442	Liquid Container Dispensing Apparatus	Pending

There are no patent licenses currently held.

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ANDRUS FILE COUNTRY	TITLE AND INVENTOR(S)	PATENT NO. EXPIRATION DATE	FEE DUE
73-00344 Canada	Product Hanger Norrie et al	1210910 9/9/03	
C.1564-20 Canada	Side Air Flow Food Processor Huang et al	1,230,516 12/22/04	

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ANDRUS FILE COUNTRY	SERIAL NO. FILING DATE	TITLE AND INVENTOR(S)	COMMENTS	FEES DUE
73-00025 Brazil	PI9505894-0 12/14/95	Molded Food Processing System D. Cody, W. Holl	Exam Requested: 3/17/98	12/14/01
73-00045 Canada	2046260-4 7/4/91	Product Hanger	Allowed Final Fee Due: 5/10/01	7/4/01
73-00026 Canada	2163814 11/27/95	Molded Food Processing System D. Cody, W. Holl	Exam Requested: 11/12/99 Voluntary Amendment: 12/10/99	11/27/01
73-00027 EPC	95309099.0 12/13/95	Molded Food Processing System D. Cody, W. Holl	Approval of Text Due: 3/2/01 BE, DK, FR, DE, GB, NL, IT, ES, SE	12/13/01
73-00049 Germany	4122352 7/5/91	Product Support Apparatus	Amended by Associate: 4/10/00	7/5/00

DAIRY EQUIPMENT DIVISION
DEC INTERNATIONAL, INC.

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ANDRUS FILE COUNTRY	TITLE AND INVENTOR(S)	PATENT NO. EXPIRATION DATE	FEES DUE
1484-00162 Sweden	Milking System With Variable Pressure Source Thompson, Pulvermacher	0631468 12/1/2012	12/1/01
1484-00163 Switzerland	Milking System With Variable Pressure Source Thompson, Pulvermacher	0631468 12/1/2012	12/1/01
1484-00100 United Kingdom	Rapid Exit Herringbone Stall W.S. Nelson	0549324	
1484-00140 United Kingdom	Milking System With Positive Pressure On Thin Liner G. Meia	0593563	6/10/01
1484-00070 United Kingdom	Livestock Sorting System J.A. Carrano	0499428 2/10/12	2/10/01
1484-00140 United Kingdom	Milking System with Positive Pressure on Thin Liner Mein	0593563 3/17/99	
1484-00128 United Kingdom	Livestock Sorting System J. Carrano	0620969 2/10/2012	2/10/01

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ANDRUS FILE COUNTRY	TITLE AND INVENTOR(S)	PATENT NO. EXPIRATION DATE	FEES DUE
1484-00067 Netherlands	Livestock Sorting System J.A. Carrano	0499428 2/10/12	2/10/01
1484-00126 Netherlands	Livestock Sorting System J. Carrano	0620969 2/10/2012	2/10/01
1484-00160 Netherlands	Milking System With Variable Pressure Source Thompson, Pulvermacher	0631468 12/1/2012	12/1/01
1484-00060 New Zealand	Top Unloading Milking Claw G. Steingraber, P. Thompson, T. Mullen	265169	3/28/01
1484-00087 New Zealand	Milk Meter J. Carrano, T. Blair, R. Erdman, W. Nelson, R. Pulvermacher, G. Tucker, Jr.	314040	1/8/01
1484-00032 New Zealand	Milking System With Positive Pressure On Thin Liner G. Mein	243072 6/8/08	6/8/01
1484-00018 New Zealand	Milking System With Variable Pressure Source Thompson, Pulvermacher	245449 12/11/12	12/11/01
1484-00099 Spain	Rapid Exit Herringbone Stall W.S. Nelson	0549324	
1484-00161 Spain	Milking System With Variable Pressure Source Thompson, Pulvermacher	0631468 12/1/2012	12/1/01
1484-00127 Sweden	Livestock Sorting System J. Carrano	0620969 2/10/2012	2/10/01

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ANDRUS FILE COUNTRY	TITLE AND INVENTOR(S)	PATENT NO. EXPIRATION DATE	FEES DUE
1484-00139 Germany	Milking System With Positive Pressure On Thin Liner G. Mein	69228688.8 3/17/99	6/10/01
1484-00139 Germany	Milking System with Positive Pressure on Thin Liner Mein	69228688.8 3/17/99	
1484-00125 Germany	Livestock Sorting System J. Carrano	69227381.6-0 2/10/2012	2/10/01
1484-00158 Germany	Milking System With Variable Pressure Source Thompson, Pulvermacher	69230765.6-08 12/1/2012	12/1/01
1484-00164 Gr. Britain	Milking System With Variable Pressure Source Thompson, Pulvermacher	0531468 12/1/2012	12/1/01
1484-00017 Israel	Livestock Sorting System Carrano	100877 2/5/12	2/5/01
1484-00049 Israel	Livestock Sorting System (DIV of 1484-00017) J.A. Carrano	111397 2/5/12	2/5/01
1484-00098 Italy	Rapid Exit Herringbone Stau W.S. Nelson	0549324	
1484-00159 Italy	Milking System With Variable Pressure Source Thompson, Pulvermacher	0631468 12/1/2012	12/1/01
1484-00086 Mexico	Milk Meter J. Carrano, T. Blair, R. Erdman, W. Nelson, R. Pulvermacher, G. Tucker, Jr.	196380 1/13/2017	1/13/05

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DAIRY EQUIPMENT DIVISION
DEC INTERNATIONAL, INC.

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ANDRUS FILE COUNTRY	TITLE AND INVENTOR(S)	PATENT NO. EXPIRATION DATE	FEES DUE
1484-00036 EPC	Milking System With Positive Pressure On Thin Liner G. Mein	0593563	6/10/01
1484-00014 EPC	Rapid Exit Herringbone Stall W. Nelson	0549324 12/22/12	12/22/01
1484-00043 EPC	Livestock Sorting System J. Carrano	0620969 2/10/2012	2/10/01
1484-00046 EPC	Milking System With Variable Pressure Source Thompson, Pulvernacher	0631468 12/1/2012	12/1/01
1484-00096 France	Rapid Exit Herringbone Stall W. S. Nelson	0549324	
1484-00138 France	Milking System With Positive Pressure On Thin Liner G. Mein	0593563	6/10/01
1484-00064 France	Livestock Sorting System J. A. Carrano	0499428 2/10/12	2/10/01
1484-00138 France	Milking System with Positive Pressure on Thin Liner Mein	0593563 3/17/99	
1484-00124 France	Livestock Sorting System J. Carrano	0620969 2/10/2012	2/10/01
1484-00157 France	Milking System With Variable Pressure Source Thompson, Pulvernacher	0631468 12/1/2012	12/1/01
1484-00097 Germany	Rapid Exit Herringbone Stall W. S. Nelson	69217468.0-08	

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ANDRUS FILE COUNTRY	TITLE AND INVENTOR(S)	PATENT NO. EXPIRATION DATE	FEES DUE
1484-00016 Australia	Livestock Sorting System J. Carrano	650715 2/4/08	2/4/01
1484-00034 Australia	Milking System With Positive Pressure On Thin Liner G. Mein	654791 6/10/12	6/10/01
1484-00044 Australia	Milking System With Variable Pressure Source Thompson, Pulvermacher	665161 12/1/12	12/1/01
1484-00019 Australia	Rapid Exit Herringbone Stall Nelson	663349 12/23/12	12/23/01
1484-00057 Australia	Top Unloading Milking Claw G. Steingraber, P. Thompson, T. Mullen	674074 3/28/14	3/28/01
1484-00082 Australia	Milk Meter J. Carrano, T. Blair, R. Erdman, W. Nelson, R. Pulvermacher, G. Tucker, Jr.	694897 12/30/2016	12/30/01
1484-00155 Belgium	Milking System With Variable Pressure Source Thompson, Pulvermacher	0631468 12/1/2012	12/1/01
1484-00083 Canada	Milk Meter J. Carrano, T. Blair, R. Erdman, W. Nelson, R. Pulvermacher, G. Tucker, Jr.		1/6/02
1484-00058 Canada	Top Unloading Milking Claw G. Steingraber, P. Thompson, T. Mullen	2158836 3/28/2014	3/28/01
1484-00156 Denmark	Milking System With Variable Pressure Source Thompson, Pulvermacher	0631468 12/1/2012	12/1/01

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DAIRY EQUIPMENT DIVISION
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PENDING FOREIGN PATENT APPLICATIONS

ANDRUS FILE COUNTRY	SERIAL NO. FILING DATE	TITLE AND INVENTOR(S)	COMMENTS	FEES DUE
1484-00111 Europe	98116577.2 9/2/98	Milking Parlor Cow Identification Correction Method G.H. Tucker, Jr.	Exam Due and Designations: 8/2/00	9/2/01
1484-00130 Europe	99109856.7 5/19/99	Teatcup Liner With Desired Mouthpiece Chamber Vacuum S. Sanford	Exam Requested: 12/16/99	5/19/01
1484-00112 Israel	125687 8/6/98	Milking Parlor Cow Identification Correction Method G.H. Tucker, Jr.	Awaiting Action	
1484-00037 Japan	500997/1993 6/10/92	Milking System With Positive Pressure On Thin Liner G. Mein	Amended: 11/20/00	
1484-00020 Japan	342500/92 12/22/92	Rapid Exit Herringbone Stall W. Nelson	Exam Requested: 12/9/99	
1484-00059 Japan	HEI6-423210 10/31/95	Top Unloading Milking Claw G. Steingraber, P. Thompson, T. Mullen	Exam Due: 3/28/01	
1484-00085 Japan	4073/1997 1/13/97	Milk Meter J. Carrano, T. Blair, R. Erdman, W. Nelson, R. Pulvermacher, G. Tucker, Jr.	Exam Requested	
1484-00133 New Zealand	335800 5/17/99	Teatcup Liner with Desired Mouthpiece Chamber S.A. Sanford		

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PENDING FOREIGN PATENT APPLICATIONS

ANDRUS FILE COUNTRY	SERIAL NO. FILING DATE	TITLE AND INVENTOR(S)	COMMENTS	FEES DUE
1484-00131 Australia	29059/99 5/17/99	Teatcup Liner with Desired Mouthpiece Chamber	Exam due: 5/17/04	5/17/04
1484-00035 Canada	2109593 6/10/92	Milking System With Positive Pressure On Thin Liner G. Mein	Voluntary Amendment by Associate 5/21/99	6/10/01
1484-00015 Canada	2085515 12/16/92	Rapid Exit Herringbone Stall W. Nelson	Voluntary Amendment: 2/25/00	12/16/01
1484-00045 Canada	2130484 8/18/94	Milking System With Variable Pressure Source Thompson, Pulvermacher	Amended: 10/29/99	12/1/01
1484-00132 Canada	2272109 5/17/99	Teatcup Liner with Desired Mouthpiece Chamber Vacuum S.A. Sanford	Exam due: 5/17/04	5/17/01
1484-00061 EPC	94913314.4 3/28/94	Top Unloading Milking Claw G. Steingraber, P. Thompson, T. Mullen	Office Action: 12/12/00 Approval of Text Due: 4/22/01	3/28/01
1484-00077 EPC	96302130.8 3/27/96	Milking Cluster Air Fork J.A. Carrano	Office Action: 7/17/00 UK,FR,IT,ES,DE	3/27/01
1484-00076 EPC	96302131.6 3/27/96	Automated Milking Parlor W.S. Nelson	Amended: 2/16/00 FR,DE,IT,ES,UK	3/27/01
1484-00084 EPC	97300041.7 1/7/97	Milk Meter J. Carrano, T. Blair, R. Erdman, W. Nelson, R. Pulvermacher, G. Tucker, Jr.	Approval of Text Due: 2/21/00 Instructions Sent: 9/12/00 Designations: FR, DE, IT, NL, ES, SE, GB	1/16/01

See attached.

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ANDRUS FILE	TRADEMARK COUNTRY	PATENT/REG. NO. ISSUE DATE	GOODS	STATUS
1290-8	SANI-MATIC US	1,312,221 1/1/85	Industrial Plant Sanitation Systems, Comprising Water Heaters, Water Purifying Units, Air Purifying Units, Wash Tanks, Brush Washers, Handling Units, Controls, And Parts Therefor (Cl. 11)	Renewal Due: 1/1/05
934-2	THERMA-STOR US	1,114,867 3/13/79	Heat Recovery Arrangement For Use In A Refrigeration System To Provide For The Heating Of Water By Interchanging Heat With The Cooling Apparatus (Cl. 11)	Renewal Due: 3/13/09

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ANDRUS FILE	TRADEMARK COUNTRY	PATENT/REG. NO. ISSUE DATE	GOODS	STATUS
1356-10	AGRI-COMP US	1,356,414 8/27/85	Computers (Cl. 9)	Renewal Due: 8/27/05
1046-5	COMMANDER US	1,209,594 9/21/82	Liquor Dispensing Control Apparatus (Cl. 9)	Renewal Due: 9/21/02
607-1	DARI-KOOL US	536,323 1/9/51	Mechanically Refrigerated Milk Coolers (Cl. 31)	Renewal Due: 1/9/01
1037-4	DOUBLE O US	1,192,995 4/6/82	Milking Installations, Including Milking Machine, Inflations, Vacuum, Pumps, Weigh Jars, Mil Receivers, Control Panels And Pipe Line Washers Sold As A Unit, And Separately, And Parts Thereof, Tank Washers And Parts Thereof, Etc (Cl. 23)	Renewal Due: 6/12/03
953-3	FILTERMAT US	1,119,526 6/5/79	Spray Drying Apparatus For The Dehydration Of Liquid Products And Particulate Products That Can Be Fluidized And Parts Thereof (Cl. 7)	Renewal AppIn Filed: 6/4/99
1363-12	FLO-STAR and Design US	1,384,008 2/25/86	Milking Machines And Parts Thereof (Cl. 7)	Renewal Due: 2/25/06
1269-7	PROCESS-THERM US	1,331,902 4/23/85	Heat Exchangers For Use In Industrial Heat Recovery Systems (Cl. 11)	Renewal Due: 4/23/05

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ANDRUS FILE	TRADEMARK COUNTRY	PATENT/REG. NO. ISSUE DATE	GOODS	STATUS
1484-00136	THERMA-STOR Benelux	363289 6/20/80	Heat Recovery Arrangement For Use In A Refrigeration System To Provide For The Heating Of Water By Interchanging Heat With The Cooling Apparatus (Cl. 11)	Renewal Due: 12/17/09
4260-00003	THERMA-STOR France	1118321 Renewal #570244 1/3/80	Heat Recovery Arrangement For Use In A Refrigeration System To Provide For The Heating Of Water By Interchanging Heat With The Cooling Apparatus (Cl. 11)	Renewal Due: 1/3/10

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ANDRUS FILE	TRADEMARK COUNTRY	PATENT/REG. NO. ISSUE DATE	GOODS	STATUS
1484-00117	BOU-MATIC Israel	58528	Milking Machinery And Equipment And Components Thereof - Namely, Clawtype And Suspended Milking Units, Teat Cups, Teat Cup Assemblers, Teat Cup Washers, And Teat Cup Stoppers, Pulsation Controller's Receiver Jars, And Pipeline Milk Valves	Renewal Due: 4/12/05
1484-00116	DARI-KOOL Australia	A186,744 3/19/64	Milking Machines (Cl. 7)	Renewal Due: 3/19/09
1484-00145	DARI-KOOL Benelux	B186,743 3/19/64	Stainless Steel Bulk Milker Coolers (Cl. 11)	Renewal Due: 3/19/09
TMC.156-2	DARI-KOOL Denmark	10494 11/14/71	Mechanically Refrigerated Milk Coolers, Milk Bulk Tanks, Milking Machines, And Parts Thereof (Cl. 6, 7, AND 11)	Renewal Due: 1/29/10
1484-00047	DARI-KOOL France	629/1960 3/12/60	Mechanically Refrigerated Milk Coolers (Cl. 11)	Renewal Due: 3/12/10
		70758 2/18/60	Mechanically Refrigerated Milk Coolers And All Goods In Above Classes (Cl. 1 and 11)	Renewal Due: 3/1/05

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ISSUED TRADEMARKS

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ANDRUS FILE	TRADEMARK COUNTRY	PATENT/REG. NO. ISSUE DATE	GOODS	STATUS
73-00057	KSI Canada	TMA292,920 7/13/84	Slaughterhouse equipment, namely equipment & machinery for cutting, boning, & curing of meat & for thermal processing of meat and meat products, vacuum packaging equipment for meat, cheese, fish & other food products, etc.	Renewal Applied For 4/30/99 Awaiting Renewal Certificate
73-00056	KSI & Design US	1,830,151 4/12/94	CL. 7, 9, 11, 37, 42	Renewal Due: 4/12/04
73-00080	KSI Logo Canada	292,921 7/13/84	Goods: Slaughterhouse equipment, namely, equipment and machinery for cutting, boning, and curing of meat and for thermal processing of meat and meat products, vacuum packaging equipment for meat, cheese, fish and other food products, equipment and machinery for processing by-products from the meat industry, equipment for grading of meat and carcasses including hog carcasses; control valves for oil and gas plant and equipment; paper towels and wipes and dispensers for paper products; signs including directional signs. Services: Consulting engineering services, such as process engineering, plant	Renewal Applied for 4/30/99 Awaiting Renewal Certificate

Trademarks currently held or applied for by Berg Company:

Active Marks	Federally Registered	Registration in Process
All-Bottle	No	Yes
All-Bottle 744	No	No
All-Bottle 1544	No	No
All-Bottle 702	No	No
All-Bottle ID	No	No
Tap 1	No	No
Draft Sentinel	No	No
Laser	No	No
Infinity	No	No
Berg	No	No
Sprint	No	No
Beverage Manager	No	No
Kwik Kan	No	Yes
Commander (Not Active)	Yes	No

There are no trademark licenses currently held.

Copyrights held by Berg Company:

Berg Company has no formally registered copyrighted items. All of Berg's manuals, brochures, software products, and the two websites (Berg and Kwik Kan) have copyright notices posted on them.

There are no copyright licenses currently held.

Registered Trademarks:

<u>Number</u>	<u>Mark</u>	<u>Date</u>
131221	SANI-MATIC	01/01/85

Trademark Applications: **None**

Trademark Licenses: All granted by Dober Chemical Corp., Midlothian, IL

Chematic and *Dober* when used in conjunction with *Chematic* and
Chematic CIP *Chematic CIP*

1/17/01

None

EXHIBIT D

AUTHORIZATION TO PAY PROCEEDS LETTER

September 5, 2002

LaSalle Business Credit, Inc.
135 South LaSalle Street
Chicago, Illinois 60603

Ladies and Gentlemen:

We refer to the Loan and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Loan Agreement") between LaSalle Business Credit, Inc. ("Lender") and the undersigned. Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement.

Each of the undersigned hereby gives notice as required pursuant to the Loan Agreement that on the date hereof the undersigned desire to borrow Loans in an aggregate principal amount of \$ [REDACTED] of which \$ [REDACTED] shall constitute Term Loan A, [REDACTED] shall constitute Term Loan B and \$ [REDACTED] shall constitute the initial Revolving Loans under the Loan Agreement. Each of the undersigned hereby authorizes and directs Lender to transfer a portion of the proceeds of such Loans to (a) the accounts and payees and in the amounts indicated on Exhibit A hereto, and (b) the sum of \$ [REDACTED] to First American Title Insurance Company as follows: M&I Marshall & Isley Bank, Milwaukee, WI, ABA Number: [REDACTED], Account No. [REDACTED]; Credit to: First American Title Insurance Company, Attn: Closing Department. The balance of such proceeds of the Loans shall be deposited in the checking account of Madison One Holdings LLC at LaSalle Bank. In addition to the foregoing, the undersigned hereby authorizes Lender to charge the undersigned's loan account for the fees under the Loan Agreement, to the extent due and payable on the date hereof, plus Lender's expenses to date.

Very truly yours,

MADISON ONE HOLDINGS LLC
BOU-MATIC LLC
THERMA-STOR LLC
STOUGHTON PROPERTIES LLC
DAIRY XPRESS LLC

Each By [Signature]
Title Chairman - CEO

and the
[REDACTED]
of equity
previously
deposited
to you

and equity
[Signature]

EXHIBIT A

September 5, 2002

Madison One Holdings, LLC
1919 S. Stoughton Road
Madison, WI 53716

Gentlemen:

This letter confirms to you our instructions for the disposition of the \$ [REDACTED] in sale proceeds to be paid by you for the purchase of certain assets of DEC International, Inc. and its affiliates (collectively, "Sellers") by a newly-formed Nevada corporation, Bou-Matic Corporation, as assigned to Madison One Holdings LLC, a newly formed Nevada limited liability company and its subsidiaries and affiliates (collectively, the "Purchaser"), all of which entities are controlled by J.P. Kotts & Co., Inc.

First, please wire transfer \$ [REDACTED] to Wells Fargo Bank Wisconsin, National Association as follows:

WELLS FARGO BANK, NATIONAL ASSOCIATION

San Francisco

ABA: [REDACTED]

BNF: LAG Operations

Acct: [REDACTED]

OBL: DEC International Inc. OBG [REDACTED] obl [REDACTED]

Second, please wire transfer \$ [REDACTED] to US Bank National Association as follows:

US BANK NATIONAL ASSOCIATION

ABA # [REDACTED]

Account # [REDACTED]

Further Credit to: DEC International, Inc. - loan #34,42,67

Reference: Mike Hildebrand

Phone: ([REDACTED]) [REDACTED]

Third, please wire transfer \$ [REDACTED] to First American Title Insurance Company as follows:

M & I Marshall and Ilsley Bank

Milwaukee, WI

ABA # [REDACTED]

Final Credit to: First American Title Insurance Company

Account #: [REDACTED]

Attn: Closing Department

Fourth, please retain \$ [REDACTED] as an offset to the Purchase Price for items unpaid by Sellers.

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Fifth, please wire transfer the balance of the Purchase Price of \$ [REDACTED] to DEC as follows:

US Bank National Association

ABA # [REDACTED]

Account # [REDACTED]

Very truly yours,

DEC International, Inc.

By: [Signature]

Title: Treasurer

Select Products, Inc.

By: [Signature]

Title: Treasurer

DEC Trading, Inc.

By: [Signature]

Title: Treasurer

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EXHIBIT E

Mark	U.S. Ser. No. U.S. Reg. No.	Next Maintenance Deadline	Owner at Time of Security Interest	Current Recorded Owner
DARI-KOOL (Stylized)	71584802 0536323	Jan. 9, 2021	DEC International, Inc.	Technologies Holdings Corp.
DARI-KOOL	72384934 0960813	Jun. 12, 2013	DEC International, Inc.	Technologies Holdings Corp.
THERMA-STOR	73163574 1114867	Mar. 13, 2019	DEC International, Inc.	Therma-Stor LLC