

01-05-2001



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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

101572625

1-0401

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
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

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

01/04/2001 INGIJEN 00000105 1832307

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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: 002205 FRAME: 0887

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1832307"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

LaVonda N. Reed-Huff

Name of Person Signing

Signature

1-3-01

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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Individual General Partnership Limited Partnership

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Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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TECHNOLOGY ASSIGNMENT made this 2nd day of September, 2000 (the "Assignment"), by and among James H. Wills ("Assignor"), an individual residing in Minnesota, in favor and for the benefit of, and with **IMAGE ROTOMOLDING ENTERPRISES, INC.**, a Minnesota corporation (the "Company").

RECITALS

WHEREAS, Wills is the inventor of certain inventions that are the subject matter of the Patents (as hereinafter defined) and has assigned all of his rights in the Patents to the Company, which is now the owner of all right, title and interest in and to the Patents;

WHEREAS, Assignor has conducted research and has developed certain other Inventions (as hereinafter defined);

WHEREAS, the Company has been formed by Assignor and the other shareholders thereof in order to commercially develop and exploit the Inventions and the Transferred Technology (as hereinafter defined);

WHEREAS, the Inventions, the Transferred Technology and the good will related thereto constitute a substantial portion of the Company's operating assets;

WHEREAS, certain assets owned by the Company or to be assigned to the Company hereunder, including but not limited to the Inventions and the Transferred Technology, are going to be sold to Image Acquisition, Inc. ("Acquisition") pursuant to an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of September 22, 2000, by and among the Company, Assignor, certain other Seller Shareholders, HB&G Holdings, Inc. and Acquisition,

NOW, THEREFORE, in consideration of mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Company hereby agree as follows:

Article I. Transfer of Technology

1.01. Assignment of Transferred Technology and Goodwill. Assignor hereby transfers and assigns to the Company, perpetually and irrevocably, all his right, title, interest and benefit (including the right to make, use, or sell under patent law; to copy, adapt and make derivative works, distribute, display and perform under copyright law; and to use and disclose under trade secret law) in and to the Transferred Technology and agrees to execute all additional documents and take all actions necessary to effectuate such transfer and assignment to the Company. In addition, Assignor hereby transfers and assigns to the Company all of the goodwill related to the Transferred Technology.

1.02. Patent Applications. Assignor hereby assigns to the Company (and any assignee from the Company of the Transferred Technology) the right to apply for any letters patent in the United States and in any jurisdictions outside the United States on any inventions contained in said Transferred Technology, and any and all other applications for letters patent on said inventions, in whatever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or upon said applications, and any and all letters patent that may issue thereon, in any and all such jurisdictions, and any and all reissues, extensions, renewals, divisions or continuations of letters patent granted for said inventions upon said application, to the full end of the term or terms for which said letters patent may be issued, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said letters patent, the same to be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not been made, together with all claims for damages by reason of past infringement of said Transferred Technology or misappropriation of any inventions contained in said Transferred Technology, with the right to sue and collect the same for its own use or for the use of its successors and assigns.

Article II. Definitions

2.01. Inventions. "Inventions" shall mean all proprietary information, technical information, technology, research and development, know-how, confidential information, data, inventions, processes, techniques, formulas, algorithms, programs, designs, specifications, drawings, prototypes, models or test data, inventions and all other information developed by or for Assignor and relating to the manufacturing and selling of rotomoulded products, including without limitation all devices developed by or for Assignor related to the manufacturing and selling of rotomoulded products. The term "Inventions" does not include the subject matter of the Patents, which have already been assigned by Assignor to the Company.

2.02. Patents. The "Patents" shall mean those letters of patent registered in the U.S. and patent applications filed in the U.S., listed on the attached Schedule 2.02 which have already been assigned by Assignor to the Company, including any and all reissues, extensions, renewals, divisions or continuations thereon.

2.03. Transferred Technology. "Transferred Technology" shall mean the Inventions and all U.S. and foreign patents, trademarks, service marks, trade names, trade dress (including, in the case of trademarks, service marks, trade names and trade dress, all goodwill pertaining thereto), copyrights, whether or not registered, and all U.S. trademark and copyright registrations and applications listed on the attached Schedule 2.03, technology licenses, shop rights, trade secrets and other intellectual property rights relating thereto, including all grants, registrations, applications and licenses relating thereto.

Article III.

Disclosure of Technical Information, Delivery of Documents

3.01. Disclosure of Technical Information. Assignor covenants that he shall disclose to the Company and provide appropriate copies of, as soon as is practicable after the date hereof and at the expense of the Company, all information which the Company deems necessary or desirable to enable the Company and/or Acquisition to develop and/or utilize the Transferred Technology.

3.02. Documents, etc. Assignor shall promptly deliver to the Company or provide the Company with copies of all documents, designs, drawings, specifications, manuals, formulas, algorithms, programs, devices, models and prototypes relating to, and all other tangible manifestations of, the Transferred Technology.

Article IV.

Patent, Copyright, Trademark and Trade Secret Enforcement; Further Assistance

4.01. Enforcement. The Company and its successors and assigns shall have the right to bring, defend, and maintain any suit or action involving infringement of any patents, copyrights, or trademarks, misappropriation of any trade secrets, or interference with any other right transferred to the Company pursuant to this Assignment. Assignor covenants to assist the Company and its successors and assigns in bringing, defending and maintaining any such suit or action.

4.02. Further Assistance.

(a) Assignor will take, or cause to be taken, all such other and further action, and will execute and deliver, or cause to be executed and delivered, to the Company and its successors and assigns, all further documents, as may reasonably be requested by the Company, its successor or assigns in order to effect the assignment contemplated hereby, including, without limitation, to enable the Company and its successors and assigns to file applications for the inventions covered by the Transferred Technology in any country where it (or they) may elect to file such applications, and that may be necessary to vest in the Company and its successors and assigns, the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and other countries where such application or applications may be filed.

(b) Assignor further covenants and agrees that he will, at any time upon request of the Company, and at the Company's expense, communicate to the Company or its successors or assigns any facts relating to the Transferred Technology known to him, and that Assignor or his employees will testify upon the request of the Company or its successors or assigns as to the same in any proceeding in the United States Patent and Trademark Office or United States Copyright Office or in connection with any litigation involving the Transferred Technology.

(c) To effectuate the terms of this Assignment, Assignor hereby names and irrevocably constitutes and appoints the Company, with the full power of substitution therein, as his true and lawful attorney-in-fact to exercise the rights assigned hereby.

Article V.

Assignor's Representations, Warranties and Covenants

5.01. Transferred Technology.

Assignor represents and warrants to the Company that:

(i) That Assignor is the sole owner, free and clear of any lien or encumbrance, of, and after the closing of the transactions contemplated by this Assignment, the Company will be the sole owner, free and clear of any lien or encumbrance, of, the Transferred Technology; (ii) Assignor has taken all actions which are necessary or advisable in order to protect the Transferred Technology; (iii) Assignor's rights in the Transferred Technology are valid and enforceable, and, following the closing of the transactions contemplated by this Assignment, the Company's rights in the Transferred Technology will be valid and enforceable; (iv) Assignor has not received any demand, claim, notice or inquiry from any person, corporation, partnership, limited liability company, other business entity, or governmental or regulatory organization (each, a "Person") in respect of the Transferred Technology which challenges, threatens to challenge or inquires as to whether there is any basis to challenge, the validity of, or the rights of Assignor in, any such Transferred Technology, and Assignor does not know of any basis for any such challenge; (v) Assignor is not in violation or infringement of, and has not previously violated or infringed, any patent, copyright, trademark or other intellectual property right of any other Person; (vi) to the knowledge of Assignor, no Person is infringing any of the Transferred Technology; and (vii) Assignor has not granted any license with respect to any of the Transferred Technology to any Person.

5.02. Additional Representations and Warranties.

Assignor represents and warrants to the Company that:

(a) The execution, delivery and performance of this Assignment by Assignor is a legal, valid and binding agreement of Assignor enforceable against Assignor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject to general principles of equity.

(b) The execution and delivery of this Assignment, the consummation of the transactions contemplated hereby and the performance of Assignor's obligations hereunder will not (i) conflict with or result in any violation of or default under any provision of any other agreement or instrument to which Assignor is a party or by which Assignor or his properties are bound, or any license, permit, franchise or regulation applicable to Assignor or to his businesses or properties, or (ii) require the consent, approval or authorization of, or the filing of any registration or qualification with, any court or governmental authority on the part of Assignor.

Article VI.

Notice

6.01. Company Notice. All notices to the Company under this Assignment shall be in writing and sent to:

Image Rotomolding Enterprises, Inc.
1100 Industrial Boulevard
Brainerd, Minnesota 56401

6.02. Assignor Notices. All notices to Assignor under this Assignment shall be in writing and sent to:

James H. Wills
Kalina, Wills, Gisvold & Clark, PLLP
941 Hillwind Road NE, Suite 200
Minneapolis, MN 55423

6.03. Changes. The addresses given above may be changed by notice as specified above.

6.04. Notice Deemed Given. Notices required or permitted hereunder and sent as specified above shall be deemed given (a) immediately upon personal delivery; (b) one (1) business day after notice given by facsimile with confirmation of receipt; and (c) three (3) business days after the date of posting notice, sent by registered or certified mail.

Article VII. Miscellaneous

7.01. Entire Agreement. This Assignment and all schedules and exhibits hereto sets forth the entire agreement of the parties with respect to the subject matter hereof, supersedes any other prior or contemporaneous oral or written understandings or agreements among the parties hereto, and may not be modified except by a writing signed by authorized representatives of the parties hereto.

7.02. Headings. Article and section headings in this Assignment are included for convenience of reference only and shall not constitute a part of this Assignment for any other purpose.

7.03. Execution in Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Assignment taken together shall constitute but one and the same instrument.

7.04. Applicable Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without respect to any applicable conflicts of law principals to the contrary. The parties hereto expressly and irrevocably (i) consent to the exclusive jurisdiction of the state and federal courts sitting in the City of Minneapolis, Minnesota, (ii) agree not to object to venue in such courts or to claim that such forum is inconvenient and (iii) agree that notice or the service of process in any proceeding shall be properly served or delivered if delivered in the manner contemplated by Article VI hereof. Final judgment by such

courts shall be conclusive and may be enforced in any manner permitted by law. In addition, each of the parties hereto waives any right to trial by jury with respect to any claim or proceeding relating to or arising out of this Assignment or any of the transactions contemplated hereby.

7.05. Assignment. This Assignment shall be binding upon and inure to the benefit of the Company and Assignor and their respective successors and assigns to the extent it is assignable. This Assignment may not be assigned in whole or in part by Assignor. Any attempted assignment by Assignor in violation of this provision shall be null and void and of no effect.

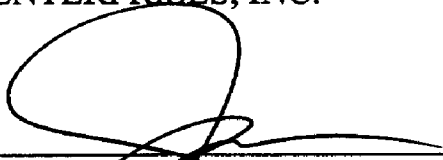
7.06. Severability. In the event any one or more of the provisions contained in this Assignment shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and/or enforceability of remaining provisions contained herein shall not in any way be affected or impaired thereby. In such event, such invalid provision or provisions shall be validly reformed to as nearly approximate the intent of the parties as possible and if unreformable, shall be severed and deleted from this Assignment.

7.07. No Waiver. No failure or delay on the part of either party exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof, the exercise of any other right, power, or remedy hereunder or the remedies provided by law.

7.08. Indemnity. Assignor indemnifies the Company and its successor and assigns from any and all claims, suits, damages, attorney's fees, costs, and expenses arising from such indemnifying party's breach of any covenant, representation or warranty made by either and contained in this Assignment, whenever and however asserted and established.

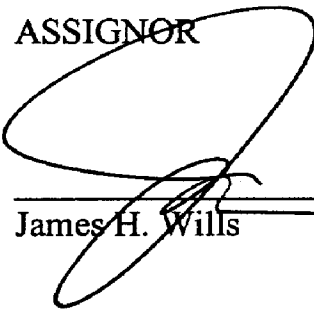
IN WITNESS WHEREOF, Assignor and the Company have caused this Assignment to be executed by their duly authorized representative in the manner legally binding on them as of the date first above written.

IMAGE ROTOMOLDING
ENTERPRISES, INC.



By: JAMES H. WILLS
Its: CEO

ASSIGNOR



James H. Wills

Schedule 2.02
Patents Previously Assigned to the Company

Patents

“SKI CARRIER” registered to James H. Wills on February 15, 1994, USPTO Reg. No. 5,285,942 (assigned to Image Rotomolding Enterprises, LLC on March 28, 1995, notice of recordation May 11, 1995)

“SKI CARRIER” registered to James H. Wills on May 16, 1995, USPTO Reg. No. 5,415,333 (assigned to Image Rotomolding Enterprises, LLC on March 28, 1995, notice of recordation May 11, 1995). “SKI CARRIER AND CASE” registered to Image Rotomolding Enterprises, LLC on September 1, 1998, USPTO Reg. No. 5,799,848

“BOW COVER” registered to James H. Wills on May 8, 1990, USPTO Reg. No. 4,922,849 (assigned to Image Rotomolding Enterprises, LLC on March 28, 1995, notice of recordation May 11, 1995)

“BOW COVER” registered to James H. Wills on October 2, 1990, USPTO Reg. No. 4,960,066 (assigned to Image Rotomolding Enterprises, LLC on March 28, 1995, notice of recordation May 11, 1995)

“REMOVABLE INTAKE SCREEN FOR REFRIGERATION UNIT AIR FLOW PANEL” application filed by James H. Wills on November 30, 1998, Serial No. 09/201,480 (assigned to Image Rotomolding Enterprises, Inc. on November 30, 1998)

Schedule 2.03
U.S. Trademarks and Copyrights

Trademarks

“SKI CAP” registered to Cap Concepts Inc. on April 19, 1994, Reg. No. 1,832,307
(assigned to Image Rotomolding Enterprises, LLC on March 28, 1995)

“RAD CAP” registered to Image Rotomolding Enterprises, LLC on May 25, 1999, Reg.
No. 2,247,989

Assignor possesses no unregistered trademarks.

Copyrights

Assignor possesses no registered or unregistered copyrights, nor are any applications
pending.