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

TO: The Commissioner of Patents and Trademarks. Please return the enclosed 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
- Merger
- Security Agreement
- Change of Name
- Nunc Pro Tunc Assignment
- Effective Date:
- Other:

**Conveying Party**

**Execution Date**

Name      Quality Design Systems, Inc.  
Formerly

May 15, 2000

- Individual     General Partnership     Limited Partnership     Corporation     Association
- Other
- Citizenship/State of Incorporation/Organization Idaho
- Mark if Additional Names of Conveying Parties Attached



**Receiving Party**

Name      Quality Design Systems, Inc.

04-04-2001

DBA/AKA/TA

Address      2905 North Highway 61

Address

Address      Muscatine

Iowa

52761

City

State/Country

Zip Code

- Individual     General Partnership     Limited Partnership     Corporation     Association
- Other
- Citizenship/State of Incorporation/Organization Iowa
- Domestic Representative Designation Attached:     Yes     No
- Mark if Additional Names of Receiving Parties Attached

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

**Correspondent Name and Address**

Mark J. Liss  
Leydig, Voit & Mayer, Ltd.  
Two Prudential Plaza, Suite 4900  
Chicago, Illinois 60601-6780

Telephone: (312) 616-5600  
Facsimile: (312) 616-5700  
Attorney Docket No. 210467

**Pages**      Enter the total number of pages of the attached conveyance document including any attachments:      4

**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)**

2,190,857

2,286,216

**Number of Properties**

Enter the total number of properties involved: 2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$80.00

Method of Payment:

- Enclosed
- Deposit Account No. 12-1216

Authorization to Charge Additional Fees:     Yes     No

65E

**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.

Mark J. Liss

March 30, 2001

Name of Person Signing

Signature

Date

**TRADEMARK**  
**REEL: 002273 FRAME: 0924**

## ASSIGNMENT OF TRADEMARKS

This Assignment is made this 15 day of May, 2000, by and between Quality Design Systems, Inc. ("Assignor"), an Idaho corporation with its principal place of business at 617 East State Street, Eagle, Idaho 83616, and Quality Design Systems, Inc. ("Assignee"), an Iowa corporation with its principal place of business at 2905 North Highway 61, Muscatine, Iowa 52761.

### Background.

Assignor and Assignee are parties to an Asset Purchase Agreement effective May \_\_\_\_, 2000 ("the Purchase Agreement"), for the sale of certain assets from Assignor to Assignee. As part of the Purchase Agreement, Assignor has agreed to assign to Assignee the trademarks listed on the Schedule of Trademarks attached hereto ("the Trademarks"), which Trademarks Assignor has adopted and is using for certain computer software. Assignee desires that Assignor now assign such trademarks to Assignee.

In consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

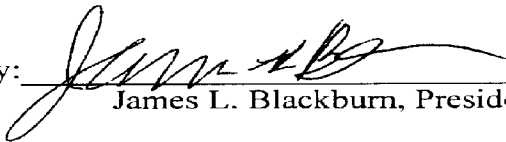
1. Assignor assigns to Assignee all of its right, title, and interest in and to the Trademarks, including all goodwill associated therewith, free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization, and any registrations of such trademarks.

2. Assignee accepts the foregoing assignment of the Trademarks.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

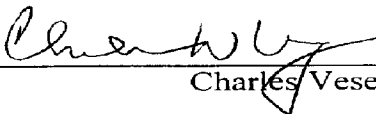
ASSIGNOR

QUALITY DESIGN SYSTEMS, INC., an Idaho corporation

By:   
James L. Blackburn, President

ASSIGNEE

QUALITY DESIGN SYSTEMS, INC., an Iowa corporation

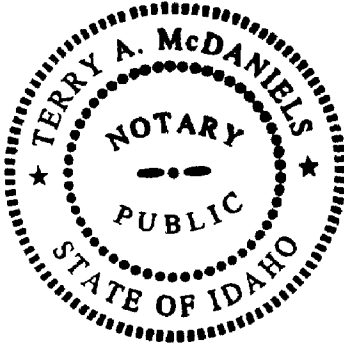
By:   
Charles Vesey

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STATE OF IDAHO )  
 )ss.  
COUNTY OF ADA )

On May 15<sup>th</sup>, 2000, before me, the undersigned, a Notary Public in and for said county and state, personally appeared James L. Blackburn and Charles Vesey, known to me to be the persons who executed the within Assignment on behalf of the corporations named.

Terry A. McDaniel  
Notary Public in and for  
Said County and State



# SCHEDULE OF TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date of Registration</u>
TIREMASTER	U.S.	2,190,857	9/22/98
CYBER WHEELS	U.S.	2,286,216	10/12/99

02268\1100\1142\ASSIGNMENT OF TRADEMARKS