

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Del Norte Technology, Inc.		01/13/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Hemisphere GPS LLC
Street Address:	10100 N.W. Ambassador Dr. Suite 105
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64153
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2050105	GPS FLYING FLAGMAN
Registration Number:	2462126	INTELLIFLOW
Registration Number:	2771325	TARGET FLOW

CORRESPONDENCE DATA

Fax Number: (913)339-6061
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 913-339-9697
 Email: mbrown@usapatlaw.com
 Correspondent Name: Mark Brown
 Address Line 1: 4400 College Blvd Suite 130
 Address Line 4: Overland Park, KANSAS 66211

ATTORNEY DOCKET NUMBER:	HEMIS GPS
NAME OF SUBMITTER:	Mark Brown

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Signature:	/mark brown/
Date:	03/22/2006
Total Attachments: 4 source=assign del norte to hemis gps#page1.tif source=assign del norte to hemis gps#page2.tif source=assign del norte to hemis gps#page3.tif source=assign del norte to hemis gps#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT AGREEMENT (this "Agreement") is dated January 13, 2006 and made effective as of January 1, 2006.

BETWEEN:

DEL NORTE TECHNOLOGY, INC., a corporation incorporated under the laws of the State of Texas (the "Assignor")

-and-

HEMISPHERE GPS LLC, a limited liability company formed under the laws of the State of Delaware (the "Assignee")

WHEREAS under and by virtue of an Asset Purchase Agreement, dated as of the 3rd day of January, 2006 between the Assignor and the Assignee, the Assignor sold to the Assignee effective as of January 1, 2006 (the "Effective Date"), certain assets as more particularly described in the said agreement, including without limitation the trademarks described in Schedule "A" attached hereto (the "Trademarks");

AND WHEREAS the Assignee is desirous of acquiring all of the Assignor's right, title and interest in and to the Trademarks;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Assignee to the Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor does hereby sell, assign and transfer to the Assignee, its successors and assigns, effective as of the Effective Date, the whole right, title, and interest of the Assignor in and to the Trademarks and the registrations thereof, together with the goodwill of the business relating to the goods and/or services in respect of which the Trademarks are registered to the Assignor, the same to be held as fully by the Assignee as the same would have been held by the Assignor had this Assignment not been made.
2. ASSIGNOR IS CONVEYING THE TRADEMARKS WITHOUT REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), AS TO TITLE OR ANY MATTER WHATSOEVER, EXCEPT AS PROVIDED IN THE ASSET PURCHASE AGREEMENT. Assignor and Assignee agree that the foregoing disclaimers are "conspicuous" disclaimers. Any covenant implied by statute or law by use of the words "sell", "assign" or "transfer" or any of them are hereby expressly disclaimed, waived and negated.
3. The Assignor covenants and agrees with the Assignee, its successors and assigns, that it will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee, its successors and assigns, for more effectually and completely vesting in the Assignee, its successors and assigns, the Trademarks and goodwill hereby sold, assigned and transferred in accordance with the terms hereof.

including without limitation, executing and filing notices and assignments at the appropriate trademarks offices in order to amend the applicable trademarks registries to reflect the assignments herein.

4. The Assignee hereby appoints Mark Brown, whose full post office address in the U.S.A. is Chase Law Firm, L.C., 4400 College Blvd. #130, Overland Park, Kansas, 66211 as the firm to which any notice in respect of any application or registration may be sent, and upon which service of any proceedings in respect of any application or registration may be given or served with the same effect as if they had been given to or served upon the Assignor.


5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. This Agreement shall be governed by the laws of the State of Delaware.

7. This Agreement may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document, all such counterparts shall together constitute, and be construed as, one instrument and each such counterpart shall, notwithstanding the date of its execution, be deemed to bear the date first written above. A signed counterpart provided by way of facsimile transmission shall be as binding upon the parties as an originally signed counterpart.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed as of the date and year first written above.

DEL NORTE TECHNOLOGY, INC.

Per: 
Name: Tom H. Delimitros
Title: Chairman

HEMISPHERE GPS LLC

Per: _____
Name: _____
Title: _____

including without limitation, executing and filing notices and assignments at the appropriate trademarks offices in order to amend the applicable trademarks registries to reflect the assignments herein.

4. The Assignee hereby appoints Mark Brown, whose full post office address in the U.S.A. is Chase Law Firm, L.C., 4400 College Blvd. #130, Overland Park, Kansas, 66211 as the firm to which any notice in respect of any application or registration may be sent, and upon which service of any proceedings in respect of any application or registration may be given or served with the same effect as if they had been given to or served upon the Assignor.

5. This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. This Agreement shall be governed by the laws of the State of Delaware.


7. This Agreement may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document, all such counterparts shall together constitute, and be construed as one instrument and each such counterparts shall, notwithstanding the date of its execution, be deemed to bear the date first written above. A signed counterpart provided by way of facsimile transmission shall be as binding upon the parties as an originally signed counterpart.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed as of the date and year first written above.

DEL NORTE TECHNOLOGY, INC.

Per: _____
Name:
Title:

HEMISPHERE GPS LLC

Per:  _____
Name: CAMERON OLSON
Title: CFO

SCHEDULE "A"

ASSIGNED TRADE-MARKS

U.S. Registered Trademarks:

1. "GPS FLYING FLAGMAN" – U.S.A. Registration No. 2,050,105
2. "INTELLIFLOW" – U.S.A. Registration No. 2,462,126
3. "TARGET FLOW" – U.S.A. Registration No. 2,771,325

Common law trademark rights, if any, in the following Trademarks:

4. "DGPS Flying Flagman"
5. "Intellimaps"
6. "Flitetrac"
7. "Spray Off"
8. "Del Norte"
9. "Target Flow"