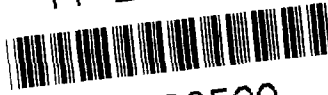


11-22-2005



103123500

REC
TF

To the Director of the U. S. Patent and Trademark Office

... documents or the new address(es) below.

RE 11-18-05

1. Name of conveying party(ies):

HandiSolutions, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Utah, USA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) June 14, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Progressive Technologies, LLC

Internal

Address: _____

Street Address: 112 E. Spruce Street

City: Mitchell

State: South Dakota

Country: USA Zip: 57301

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2849437

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Tool Tree Word and Design mark

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lee G. Meyer, Esq.

Internal Address: _____

Meyer & Associates, LLC

Street Address: 17462 E. Powers Drive

City: Centennial

State: CO Zip: 80015-3046

Phone Number: 720-870-5845

Fax Number: 303-699-0548

Email Address: lgm@meyerlawllc.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502398

Authorized User Name Lee G. Meyer, Esq.

9. Signature:

Lee G. Meyer
Signature

June 14, 2005

Date

Lee G. Meyer, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003292 FRAME: 0503

06/22/2005 00000925 502398 2849437 40.00
PR/FRAN/DE 01 FC:852

APPENDIX A
ASSIGNMENT OF TRADEMARK

This Assignment ("Assignment") is made effective as of June 1, 2005 from HandiSolutions, Inc., a Utah Corporation, ("ASSIGNOR"), to Progressive Technologies, LLC, a Colorado Limited Liability Company, ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademarks ("the Marks") and other intellectual property ("the Property") as described in Exhibit 1 below, incorporated herein by reference, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damaged, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Property.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

Date: June 9, 2005
Dave Udy, President
Dave Udy, President
HandiSolutions, Inc.

STATE OF UTAH
COUNTY OF Salt Lake

On 6/9/05, before me, BONNIE SUTHERLAND, Notary Public, personally appeared Dave Udy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal
Signature Bonnie Sutherland
My commission Expires 01-28-06

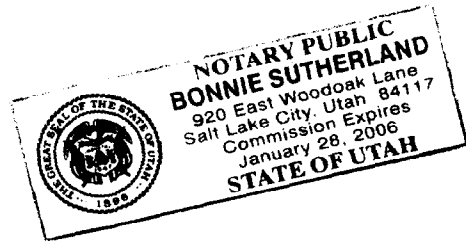


EXHIBIT 1

TRADEMARKS

Mark	Application No.	U.S. Registration No.	Filing Date	Registration Date
Tool Tree Word and Design mark	78167288	2849437	September 24, 2002	June 1, 2004