

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bergquist Company		08/01/2007	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Design Mark Industries, Inc.		
Street Address:	3 Kendrick Road		
City:	Wareham		
State/Country:	MASSACHUSETTS		
Postal Code:	02571		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2196078	FLEXTEK	
Registration Number:	3019428	DESIGN MARK	
Registration Number:	3155920	SHARPTECH	
CORRESPONDENCE DATA			
Fax Number:	(603)518-2995		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	rbruttomesso@devinemillimet.com		
Correspondent Name:	Raymond I. Bruttomesso, Jr.		
Address Line 1:	Devine, Millimet, & Branch, PA		
Address Line 2:	111 Amherst Street		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
ATTORNEY DOCKET NUMBER:	18483/82199		
NAME OF SUBMITTER:	Raymond I. Bruttomesso, Jr.		
Signature:	/rib/		

CH \$90.00 2196078

Date:

09/07/2007

Total Attachments: 5

source=Trademark Assignment (Fully Executed) (A0140218) (M1078492)#page1.tif

source=Trademark Assignment (Fully Executed) (A0140218) (M1078492)#page2.tif

source=Trademark Assignment (Fully Executed) (A0140218) (M1078492)#page3.tif

source=Trademark Assignment (Fully Executed) (A0140218) (M1078492)#page4.tif

source=Trademark Assignment (Fully Executed) (A0140218) (M1078492)#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") dated as of August 1, 2007, from The Bergquist Company, a Minnesota corporation ("Assignor"), having a principal place of business located at 18930 West 78th Street, Chanhassen, Minnesota 55317-9343, to Design Mark Industries, Inc., a Massachusetts corporation ("Assignee"), having a principal place of business located at 3 Kendrick Road, Wareham, Massachusetts 02571.

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, service marks, trade names, trade dress, logos, product names and slogans listed on the attached Exhibit A, including any common law rights, registrations, and applications for registration for any of the foregoing and all common law rights therein, together with all the goodwill associated with all of the foregoing, worldwide, (collectively, the "Trademarks");

WHEREAS, the Assignor and Assignee are party to an Asset Purchase Agreement dated as of August 1, 2007 (the "Asset Purchase Agreement"). All terms contained herein shall have the meanings ascribed to them in the Asset Purchase Agreement, unless otherwise expressly set forth herein; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign, and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to the Trademarks;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, all of such Assignor's right, title and interest in, to and under the Trademarks, including the rights to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests (collectively with the Trademarks, the "Trademark Rights").

2. Assumption. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of the right, title and interest in, to and under the Trademarks Rights, sold, transferred, assigned, conveyed and delivered by Assignor pursuant to Section 1.

3. Additional Documents. From time to time, as and when requested by Assignee, the Assignor shall execute such documents and other instruments and take such further actions as may be reasonably required or desirable to consummate and evidence the transactions contemplated by the Asset Purchase Agreement, including the execution and delivery of such other instruments of transfer reasonably necessary to transfer title to the Trademarks Rights to Assignee as contemplated by the Asset Purchase Agreement, to obtain, issue or enforce the Trademarks Rights or to obtain recording of this Assignment.

4. Effective Date. The sale, transfer, assignment, conveyance and delivery of the Trademarks Rights by Assignor to Assignee pursuant to Section 1 hereof shall be deemed effective as of the Closing Date of the Asset Purchase Agreement.

5. No Waiver. Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release of Assignor or Assignee of any liabilities, duties or obligations imposed upon them by the terms of the Asset Purchase Agreement, including the representations, warranties, covenants, agreements and other provisions of the Asset Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern.

6. Successors and Assigns; No Third-Party Beneficiaries. Subject to the terms and conditions of the Asset Purchase Agreement, this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment is for the sole benefit of the parties hereto, and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto, any legal or equitable rights hereunder as a third-party beneficiary or otherwise.

7. Amendments. No amendment, supplement, modification or cancellation of this Assignment shall be effective unless it shall be in writing and signed by Assignee and Assignor.

8. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

9. Severability. If any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

10. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of such state.

The Commissioner for Trademarks is hereby authorized and requested to register said Trademarks in accordance with this Assignment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signed at _____, this 1 day of AUGUST, 2007.

ASSIGNOR:

THE BERGQUIST COMPANY

By [Signature]
Its Chief Financial Officer

STATE OF Minnesota
)ss.
COUNTY OF Hennepin

Subscribed and sworn to before me this 1 day of AUGUST, 2007.



Linda Wiblishauser
Notary Public
My commission expires: 1-31-2010

Acknowledged and Agreed:

ASSIGNEE:

DESIGN MARK INDUSTRIES, INC.

By _____
Its _____

Signed at _____, this ___ day of _____, 2007.

ASSIGNOR:

THE BERGQUIST COMPANY

By _____
Its _____

STATE OF _____)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 2007.

Notary Public
My commission expires: _____

Acknowledged and Agreed:

ASSIGNEE:

DESIGN MARK INDUSTRIES, INC.

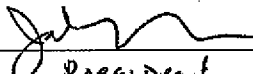
By  _____
Its President _____

EXHIBIT A

TRADEMARKS

Trademark Name	Application/Serial Number	Registration Number	Division/ Company	Date Registered
ANOPRINT	72/347,355	914,219	Design Mark	08/06/71
DESIGN MARK INDUSTRIES	75/405,662	2,211,151	Design Mark	12/15/98
DESIGN MARK INDUSTRIES	75/407,321	2,211,161	Design Mark	12/15/98
FLEXTEK	75/405,664	2,196,078	Design Mark	10/13/98
DESIGN MARK	76/613,539	3,019,428	Design Mark	11/29/05
SHARPTECH	76/651,234	3,155,920	Design Mark	10/17/06