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
MiniMax Corporation		12/15/2004	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Powel, Inc.
Street Address:	930 Blue Gentian Road
Internal Address:	Suite 1300
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2189781	MINIMAX
Registration Number:	2184687	STAKEOUT
Registration Number:	2605760	EASEOUT

CORRESPONDENCE DATA

Fax Number: (612)340-8856

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (612) 492-6842

Email: ip.docket@dorsey.com Correspondent Name: Jeffrey R. Cadwell 50 South Sixth Street Address Line 1:

Address Line 2: **Suite 1500**

Minneapolis, MINNESOTA 55402-1498 Address Line 4:

NAME OF SUBMITTER: Jeffrey R. Cadwell

Signature: /Jeffrey R. Cadwell/

TRADEMARK

REEL: 003829 FRAME: 0398

900113071

Date:	08/05/2008
Total Attachments: 2 source=Trademark Assignment to Powel#p source=Trademark Assignment to Powel#p	

TRADEMARK REEL: 003829 FRAME: 0399

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is dated as of December 15, 2004 by and between MiniMax Corporation, a Minnesota corporation ("Assignor") and Powel, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted, used, and is using the marks identified on Exhibit A, attached hereto (the "Marks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's rights in the Marks worldwide and any registrations therefor, including the registrations and common law trademarks identified on Exhibit A.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does assign, transfer, and sell to Assignee all of its right, title, and interest in and to the Marks and the good will of the business symbolized by the Marks. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

Assignor agrees that it or its representatives will, upon request, do all other lawful acts necessary to enable Assignee to obtain, maintain, and enforce full benefits from the rights and interests herein assigned.

This assignment shall be effective as of the date indicated above, shall be binding on the successors and assigns of Assignor, and shall inure to the benefit of the successors and assigns of Assignee.

MiniMax Corporation?

Sean L. Solberg

Vice President, Development

4835-7761-7410-1

TRADEMARK
REEL: 003829 FRAME: 0400

EXHIBIT A

I. Federal Trademark Registrations

Mark	Class: Goods/Services	Reg. No.	Reg. Date
MINIMAX	Class 9: Software in the fields of power and communications utilities useful in connection with the design, development and layout of overhead and underground power and communications lines	2,189,781	September 15, 1998
STAKEOUT	Class 9: Software in the fields of power and communications utilities useful in connection with the design, development and layout of overhead and underground power and communications lines	2,184,687	August 25, 1998
EASEOUT	Class 9: Software used in connection with preparing legal descriptions of legal property and legal documents for purposes of conveyance	2,605,760	August 6, 2002

II. Common Law Trademarks

LOOKOUT LINKOUT

RECORDED: 08/05/2008

TRADEMARK REEL: 003829 FRAME: 0401