

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/31/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADO, Inc.		08/31/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	ADO Products, LLC
Street Address:	21800 129th Avenue North
City:	Rogers
State/Country:	MINNESOTA
Postal Code:	55374-0236
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2479949	WINDBLOC
Registration Number:	3463188	ICPRO
Registration Number:	2412568	PROVENT

CORRESPONDENCE DATA

Fax Number: (952)563-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 952-563-3003
 Email: svidas@vaslaw.com
 Correspondent Name: Scott Q. Vidas
 Address Line 1: 6640 Shady Oak Road
 Address Line 2: Suite 400
 Address Line 4: Eden Prairie, MINNESOTA 55344-7834

ATTORNEY DOCKET NUMBER:	A23.1-5735-US01
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OP \$90.00 2479949

NAME OF SUBMITTER:	Scott Q. Vidas
Signature:	/Scott Q. Vidas/
Date:	10/16/2008
Total Attachments: 2 source=5735US01_20081014091209424#page1.tif source=5735US01_20081014091209424#page2.tif	

**INDENTURE OF GENERAL CONVEYANCE
AND
ASSUMPTION OF LIABILITIES**

This INDENTURE OF GENERAL CONVEYANCE AND ASSUMPTION OF LIABILITIES (this "Indenture"), dated August 31, 2008, is entered into by and between ADO, Inc., a Minnesota corporation (the "Transferor"), and ADO Products, LLC, a Minnesota limited liability company (the "Company").

RECITALS

A. The Transferor is the owner of certain business assets and associated goodwill utilized by it in the operation of a corporation (the "Business") prior to the date hereof.

B. It is the intent of the Transferor to transfer all of the assets of the Business to the Company in exchange for the issuance by the Company of membership interests as provided herein, and the assumption by the Company of the ongoing business obligations associated with the Business.

AGREEMENT

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

1. The Transferor does hereby, effective as of the date hereof, grant, bargain, sell, assign and convey unto the Company and its successors and assigns, forever, all of the Transferor's interest in and to all property and assets, real or personal, tangible or intangible, including any and all goodwill, cash in bank, unexpired insurance, prepaid licenses, automobiles, utility deposits, notes receivable, tax refunds, items of personal property and accounts receivable (the "Assets"), to have and to hold forever the Assets and every part thereof for its own use and for the use of its successors and assigns; all in consideration for:

a. The issuance by the Company to the Transferor of 1000 Units (as defined in that certain Member Control Agreement of the Company), constituting all of the issued and outstanding Membership Interests of the Company; and

b. The assumption by the Company of all liabilities associated with the Business being transferred, whether or not accrued on the books and records of the Transferor, and whether known or unknown, contingent or matured, and the agreement by the Company, for itself, its successors and assigns, to assume and agree to pay all such liabilities and take all of the Business subject to such liabilities.

2. The Transferor hereby covenants with the Company that the Transferor or their successors or assigns will at any time and from time to time, at the request of the Company, execute and deliver or cause to be executed and delivered such other and further deeds, bills of sale, assignments and other confirmatory instruments and assurances as may be necessary or proper to vest in the Company, their successors and assigns, full and complete right, title and interest in and to all of the Business and the Assets and rights hereby conveyed, or to enable the Company to realize upon or to carry into effect the intent and purpose of this instrument.

3. The Transferor and the Company hereby agree that, to the extent legal title to any of the Assets is not immediately transferred as of the date hereof, that equitable ownership is intended to be transferred and the Business and Assets are owned by the Company as of the date hereof.

IN WITNESS WHEREOF, the undersigned have executed this Indenture as of the date and year first set forth above.

TRANSFEROR:

ADO, INC.

By:

Karl Obergmeyer, CEO
[name, title]

COMPANY:

ADO PRODUCTS, LLC

By:

Karl Obergmeyer, Governor
[name, title]

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