

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Optimization, Inc.		07/16/2007	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wasber Industries LLC		
<b>Street Address:</b>	3820 S. Union St.		
<b>City:</b>	Independence		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64055		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2356846	OPTIMATION	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(913)647-9057		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9136479050		
Email:	tmdocketing.burbach@hoveywilliams.com		
Correspondent Name:	Cheryl L. Burbach		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	41659		
NAME OF SUBMITTER:	Cheryl L. Burbach		
Signature:	/CLB/		
Date:	04/15/2010		

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Total Attachments: 6

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EXHIBIT 1

**ASSIGNMENT**

On this 16 day of July, 2007, for good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, including without limitation the execution of that certain Agreement dated July 16, 2007, Optimization, Inc. ("Assignor") hereby irrevocably grants, transfers, assigns, and sells to Wasber Industries LLC and its successors and assigns all rights, title, and interests it owns and possesses in and to the following property:

- (a) all intellectual property, domestic or foreign, developed, created or owned by Optimization;
- (b) all software, source codes, object codes, product executable codes, directories, programs, files, documentation and backup, and all copyrights therein, related to any and all of the following:
  - (i) Optimization HP UNIX specific objects and binaries;
  - (ii) Optimization AIX Unix specific objects and binaries;
  - (iii) Optimization sun Unix Specific objects and binaries;
  - (iv) Optimization Windows specific objects and binaries;
  - (v) Development Sources Codes O0805-O0900;
  - (vi) TC/TKL Source code for Optimization Agent System (OAS) system;
  - (vii) Optimization VMS specific objects and binaries;
  - (viii) Box of 4MM tapes with NT and UNIX backups;
- (c) all copyrights, trademarks, trade names, and service marks in and to:
  - (i) ASOP®; ASOP™; V2450 P308 through 331 ((COHD)
  - (ii) OptiPunch®, OptiPunch™TXu-330-738; TXu-760-042
  - (iii) OptiNest® ; OptiNest™ TXu-330-739; TXu-760-041
  - (iv) OptiRout™
  - (v) OptiComp™
  - (vi) Plug & Lase™, Registration Number 2316032; Serial Number 75578943
  - (vii) Optilaser™
  - (vii) OptiShip™
  - (viii) OptiBlank™
  - (ix) Axiom™
  - (x) AxiomAE™
  - (xi) Virtual Factory™ (including proprietary techniques of on-line implementation and all other rights under the trademark)
  - (xii) Virtual Emulation™, Registration Number 75746893
  - (xiii) Optimization®; Registration Number 2356846; Serial Number 75578272
  - (xiv) Plug & Punch; Serial Number 75578274
  - (xv) Plug & Compcut; Serial Number 75578273
  - (xvi) Plug & Rout; Serial Number 75578255

- (xvii) Plug & Burn; Serial Number 75578248
- (xviii) designs (including all trade dress and packaging artwork and logos presently or historically used in promoting Optimization's brands;
- (d) all trade secrets, all know-how, technical or other information, drawings, materials, marketing materials, confidential data, and proprietary information;
- (e) all test data;
- (f) all agreements, contracts, contract rights, licenses, understandings, commitments and arrangements of Optimization related to the Optimization Property, whether oral or written (the "Contracts"), including copies and, if available, electronic versions of all related files and data, and any and all open customer purchase orders of Optimization taken in the ordinary course of business that have not been fulfilled as of the Effective Date of this Agreement, all product inventories;
- (g) all means of expression by any method now known or hereafter developed related to the above;
- (h) all rights to derivative works or derivative uses related to the above;
- (i) all rights to the registrations, renewals or extensions of the above;
- (j) all goodwill including all goodwill related to the trademarks, trade names, and service marks of Optimization;
- (k) all moral rights;
- (l) all royalties and similar income related to the above;
- (m) all causes of action, either at law or in equity, for past, present or future infringement or unlawful dissemination or use of the above; and
- (n) all customer data, lists and contact information.

all collectively referred to as the "Optimization Property."

IN WITNESS WHEREOF, the said Assignor has caused this Assignment to be executed on the day and year first written above.

OPTIMIZATION, INC., ACTING PURSUANT TO SHAREHOLDER  
RESOLUTION DATED DECEMBER 19, 2006

BY:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

STATE OF MISSOURI     )  
  )  
COUNTY OF JACKSON    )     SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2007 before me, a notary public, personally appeared \_\_\_\_\_ AND \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument, and each of whom declared and acknowledged that he is acting as a director of Optimization, Inc. and that he executed the same as his free act and deed and pursuant to specific authorization on behalf of Optimization, Inc.

\_\_\_\_\_

Notary Public

My Commission Expires:

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S. TURNER ALLEN, INDIVIDUALLY

OPTIMATION, INC., BY AND THROUGH ITS  
BOARD OF DIRECTORS, PURSUANT TO THE SHAREHOLDER  
RESOLUTIONS DATED DECEMBER 19, 2006

*JOHN BOYD John R. Boyd*  
AS DIRECTOR  
Printed Name: JOHN BOYD

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AS DIRECTOR  
Printed Name: PETE McARTHUR

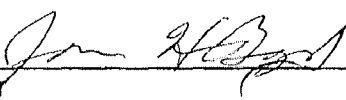
- (xvii) Plug & Burn; Serial Number 75578248
- (xviii) designs (including all trade dress and packaging artwork and logos presently or historically used in promoting Optimization's brands;
- (d) all trade secrets, all know-how, technical or other information, drawings, materials, marketing materials, confidential data, and proprietary information;
- (e) all test data;
- (f) all agreements, contracts, contract rights, licenses, understandings, commitments and arrangements of Optimization related to the Optimization Property, whether oral or written (the "Contracts"), including copies and, if available, electronic versions of all related files and data, and any and all open customer purchase orders of Optimization taken in the ordinary course of business that have not been fulfilled as of the Effective Date of this Agreement, all product inventories;
- (g) all means of expression by any method now known or hereafter developed related to the above;
- (h) all rights to derivative works or derivative uses related to the above;
- (i) all rights to the registrations, renewals or extensions of the above;
- (j) all goodwill including all goodwill related to the trademarks, trade names, and service marks of Optimization;
- (k) all moral rights;
- (l) all royalties and similar income related to the above;
- (m) all causes of action, either at law or in equity, for past, present or future infringement or unlawful dissemination or use of the above; and
- (n) all customer data, lists and contact information.

all collectively referred to as the "Optimization Property."

IN WITNESS WHEREOF, the said Assignor has caused this Assignment to be executed on the day and year first written above.

OPTIMIZATION, INC., ACTING PURSUANT TO SHAREHOLDER  
RESOLUTION DATED DECEMBER 19, 2006

BY:

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

STATE OF MISSOURI    )  
                                  )    SS.  
COUNTY OF JACKSON    )

On this 16<sup>th</sup> day of July, 2007 before me, a notary public, personally appeared John Boyd AND \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument, and each of whom declared and acknowledged that he is acting as a director of Optimization, Inc. and that he executed the same as his free act and deed and pursuant to specific authorization on behalf of Optimization, Inc.

Tamara J. De Maria  
Notary Public

My Commission Expires: 11-06-2009

**TAMARA J. DE MARIA**  
Notary Public - Notary Seal  
State of Missouri, Jackson County  
Commission # 05793639  
My Commission Expires: Nov. 06, 2009