

01-15-2002



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To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Bruce Willard Hultgren (December 21, 2001) Timothy W. Vadnais (December 20, 2001) Michael Craig Marshall (December 20, 2001) Grant James Cermak (December 20, 2001)</p> <p style="text-align: right;"><i>1/2/02</i></p>	<p>2. Name and address of receiving party(ies):</p> <p>Geodigm Corporation 1630 Lake Drive West Chanhassen, Minnesota 55317/USA</p>
<p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: See above

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) B. Patent No.(s)

09/846,037

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Brian H. Batzli Address: Merchant & Gould P.C. P.O. Box 2903 Minneapolis, MN 55402-0903</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725</p>
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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James A. Larson _____
 Name of Person Signing

James A. Larson
 Signature

January 2, 2002
 Date

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ASSIGNMENT

WHEREAS, we, Bruce Willard Hultgren, residing at 7367 Lilac Lane, Victoria, Minnesota 55386/USA, Timothy W. Vadnais, residing at 8110 - 81st Street, Victoria, Minnesota 55386/USA, Michael Craig Marshall, residing at ~~14542 Joppa Avenue South, Savage, Minnesota~~ ^{313 Bluff Road, Carver, MN} ^{MEM} ^{12/20/01} 55378/USA and Grant James Cermak, residing at 3354 Thomas Avenue North, Minneapolis, Minnesota 55412/USA, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on April 29, 2001, application Serial No. 09/846,037 which is entitled METHOD AND APPARATUS FOR ELECTRONIC DELIVERY OF ELECTRONIC MODEL IMAGES.

AND WHEREAS, Geodigm Corporation, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 1630 Lake Drive West, Chanhassen, Minnesota 55317/USA (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

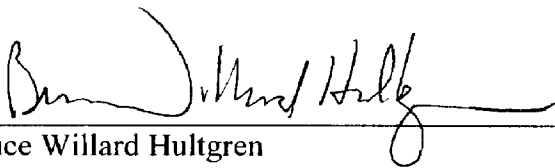
NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to

said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21st day of December, 2001.



 Bruce Willard Hultgren

STATE OF Minnesota)
) ss.
 COUNTY OF Carver)

On this 21st day of December, 2001, before me personally appeared Bruce Willard Hultgren to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



 Notary Public



IN TESTIMONY WHEREOF, I have hereunto set my hand this 20th day of

DECEMBER, 2001.

Timothy W. Vadnais
Timothy W. Vadnais

STATE OF MINNESOTA)
COUNTY OF CARVER) ss.

On this 20th day of December, 2001, before me personally appeared Timothy W. Vadnais to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Amy Moore
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20th day of

December, 2001.

Michael Craig Marshall
Michael Craig Marshall

STATE OF Minnesota)
COUNTY OF Carver) ss.

On this 20th day of December, 2001, before me personally appeared Michael Craig Marshall to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Amy Moore
Notary Public

