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03-07-2002

U.S. DEPARTMENT OF COMMERCE

OND N 0054 0007 (5/04/0000)	U.S. Patent and Trademark Office
OMB No. 0651-0027 (exp. 5/31/2002) Tab settings	6961 🔻 🔻
Tab settings V	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Starlink Special Assets, Inc. Suite 202, 6400 Hwy. 290 E. Austin, TX 78723	2. Name and address of receiving party(ies) Name: Raven Industries, Inc. Internal Address:
Additional name(s) of conveying party(les) attached? Yes X No	
3. Nature of conveyance: NRD 228/2 XX Assignment Merger	Street Address: 205 E. 6th St.
Security Agreement Change of Name Other	Street Address:
	City: Sioux Falls State: SD Zip: 57117
Execution Date:	Additional name(s) & address(es) attached? Yes X No
4. Application number(s) or patent number(s):	
	ication, the execution date of the application is:
A. Patent Application No.(s) 09/495265	B. Patent No.(s) 6,160,858; 6,104,979
09/263982; 09/766086	6,088,384; 5,999,795
Additional numbers att	tached? Yes X No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 7
Name:_William M. Mower	7. Total fee (37 CFR 3.41)\$280.00
Internal Address: 3300 Wells Fargo Center	× Enclosed
	Authorized to be charged to deposit account
Street Address: 90 S. 7th Street	8. Deposit account number: N/A RECORD
City: MinneapolisState: MN Zip: 55402	2 NO
	THIS SPACE
9. Signature.	2/19/02
Name of Person Signing DEVINE 11 60600209 09493265 Total number of pages including cover	Signature Date

280.00 Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

Intellectual Property Assignment Agreement Starlink Special Assets, Inc.

This Assignment is made by Starlink Special Assets, Inc., a Delaware corporation ("Assignor") to Raven Industries, Inc., a South Dakota corporation ("Assignee").

"Intellectual Property" means: (i) all inventions, discoveries, improvements, ideas, know-how, methodology, processes, and other proprietary technology (whether or not patentable), as well as all United States and foreign patents and patent applications (including all reissues, re-examinations, continuations, continuations-in-part, divisions, renewals or extensions thereof); (ii) all copyrights and copyrightable works, including but not limited to mask works, writings, designs, or other original works of authorship and derivative works thereof (including those for which registration has been applied, which are registered, or which are unregistered); (iii) all U.S., state and foreign trademarks, service marks, trade dress, trade and company names and other names, slogans and logos embodying indications of origin, and all goodwill associated therewith (including those for which registration has been applied, which are registered, or which are unregistered); (iv) all trade secrets including confidential and other non-public information for which there exists a right in any jurisdiction to limit the use or disclosure thereof, (v) all Internet web sites, domain names, and registrations or applications for registration thereof; (vi) all licenses, immunities, covenants not to sue and the like relating to any of the foregoing; and (vii) all books and records (including electronic) describing, recording or otherwise used in connection with any of the foregoing.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

- 1. Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee all right, title and interest in and to the Intellectual Property owned or claimed by Assignor, including without limitation, the items described on *Annex A* attached hereto.
- 2. At the request and expense of Assignee, its successors and assigns, Assignor, its successors and assigns, shall execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment
- 3. Assignor further covenants that Assignor, its successors and assigns, will not contest the validity or enforceability of any of the Intellectual Property rights conveyed herein.

This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Assignee and Assignor.

EXECUTED on the date indicated below.

Starlink Special Assets, Inc.

Date:

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Title:

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Annex A

Pending Patents

1.	Application No. 09/495,265	Integrated Swath Guidance System (Continuation)
2.	Application No. 09/263,982	Center Point Differential GPS Irrigation Control
3.	Application No. 09/766,086	Method and Apparatus for Receiving Signals in Two
		Different Frequency Bands Using a Single Antenna

Registered Patents

1.	Patent No. 6,160,858	MSK Signal Processing in a GPS Correlator Channel
2.	Patent No. 6,104,979	Integrated Swath Guidance System
3.	Patent No. 6,088,384	If-delay Narrow Correlation Tracking
4.	Patent No. 5,999,795	RF GPS Long Cable Driver

Pending Trademarks

1.	Reg. No. 2,103,132	STARLINK
2.	Reg. No. 2,065,497	STARLINK INVICTA

Pending Trademarks

1.	Serial No. 78/029614	GEON BY STARLINK
2.	Serial No. 78/029612	STARLINK GEON
3.	Serial No. 78/029606	GEON

PATENT REEL: 012631 FRAME: 0165

ASSIGNMENT OF PENDING PATENTS

WHEREAS, Starlink Special Assets, Inc., a Delaware corporation ("Assignor") is the owner of the following patent applications pending before the United States Patent and Trademark Office:

Pending Patents

App. No.	App. Title
09/263,982	Center Point Differential GPS Irrigation Control
09/766,086	Method and Apparatus for Receiving Signals in Two Different Frequency Bands Using a Single Antenna; and
09/495,265	Integrated Swath Guidance System (Continuation); and

WHEREAS, Raven Industries, Inc., a South Dakota corporation, having its principal place of business at 205 East 6th Street, Sioux Falls, South Dakota 57117 ("Assignee"), desires to acquire said pending patents;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Starlink Special Assets, Inc. hereby sells, assigns and transfers to Raven Industries, Inc., all right, title and interest in and to said pending patents, the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives and assigns, to the full end of the term for which said pending patents are granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made.

Signed at AUSTIN	_, Texas, this <u>5</u> day of <i>Decimber</i> , 2001.
	STARLINK SPECIAL ASSETS, INC.
	By Residents Its PRESIDENT
STATE OF TEXAS)
COUNTY OFTravis)ss)
	ledged before me on the <u>5th</u> day of <u>December</u>
2001,by <u>Gary A. Reynold</u> s w	ho represented himself as <u>President</u> of
Starlink Special Assets, Inc., and ac	knowledged that he executed the foregoing Assignment of
	ssignor and pursuant to authority duly received.
diam's ratement of contact of contact	

dary Public

PATENT REEL: 012631 FRAME: 0166

ASSIGNMENT OF REGISTERED PATENTS

WHEREAS, Starlink Special Assets, Inc., a Delaware corporation ("Assignor"), is the owner of the following patents registered with the United States Patent and Trademark Office:

Registered Patents

Patent No.	Patent Title / Inventor	Issue Date
6,160,858	MSK Signal Processing in a GPS Correlator Channel	12/12/2000
6,104,979	Integrated Swath Guidance System	08/15/2000
6,088,384	If-delay Narrow Correlation Tracking	07/11/2000
5,999,795	RF GPS Long Cable Driver	12/07/1999 and;

WHEREAS, Raven Industries, Inc., a South Dakota corporation, having its principal place of business at 205 East 6th Street, Sioux Falls, South Dakota 57117 ("Assignce"), desires to acquire said patents;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Starlink Special Assets, Inc. hereby sells, assigns and transfers to Raven Industries, Inc., all right, title and interest in and to said patents, the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives and assigns, to the full end of the term for which said patents are granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made.

Signed at AUSTIN	_, Texas, this _5 day of _DECEMBER, 2001.
	STARLINK SPECIAL ASSETS, INC.
	By The like Its
STATE OF TEXAS)
COUNTY OF)ss)
	rledged before me on the <u>5th</u> day of <u>December</u> , who represented himself as the <u>President</u>
of Starlink Special Assets, Inc., and	acknowledged that he executed the foregoing Assignment of
Registered Patents on behalf of said	Assignor, and pursuant to authority duly received.

Notary Public

RECORDED: 02/28/2002

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PATENT REEL: 012631 FRAME: 0167