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

1. Name of conveying party(ies):

Worrell Design, Inc.

08/13/02

2. Name and address of receiving party(ies):

Linkup, Inc.
4301 Highway 7, Suite 155
St. Louis Park, MN 55416/USA

Additional name(s) of conveying party(ies) attached? Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: August 12, 2002

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: August 13, 2002

A. Patent Application No.(s)

29/165644

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert A. Kalinsky
Address: Merchant & Gould P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved: 1.

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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.

Robert A. Kalinsky

Name of Person Signing

Robert A. Kalinsky
Signature

August 13, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3.

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PATENT
REEL: 013204 FRAME: 0234

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29/165644
08/13/02

ASSIGNMENT

WHEREAS, Worrell Design, Inc., a Minnesota Corporation having its principal place of business at 6569 City West Parkway - Eden Prairie, Minnesota 55344/USA, (hereinafter called "Assignor"), is the owner of an application for Letters Patent of the United States filed on even date herewith, which is entitled **NEWSPAPER AND OTHER ARTICLE DISPENSING DEVICE**.

AND WHEREAS, Linkup, Inc., 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 4301 Highway 7, Suite 155 - St. Louis Park, Minnesota 55416/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 (\$1.00) and other good and valuable consideration delivered by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents do sell, assign and transfer and set over, unto Assignee, its successors or assigns, all of the Assignor's rights, title and interest in the patents, patent applications, and foreign patent applications, including any continuations, continuations-in-part, or divisions thereof, and any and all reissues and extensions of said Letters Patent, and including the subject matter of any and all claims that may be obtained in every such patent, both foreign and domestic, the same to be held and enjoyed by the said Assignee, its successors, assigns or other legal representatives, for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted or reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all rights to profits and damages by reason of past infringement of said Letters Patent by any party or parties, with the right to sue for and collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives.

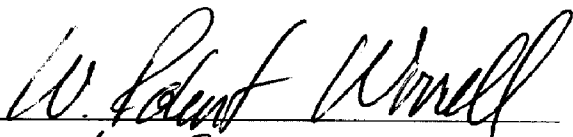
Assignor further covenants that it will, upon request to it, but without expense to it, do all other lawful acts necessary to enable Assignee to obtain, maintain, and enforce full benefits from and record the assignment to it of the rights and interests herein assigned.

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

ASSIGNOR:

WORRELL DESIGN, INC.


Date: 8/12/02

By: 
Name: W. ROBERT WORRELL
Title: PRESIDENT

ASSIGNEE:

LINKUP, INC.

Date: 8/12/02

By: 
Name: G. L. HOFFMAN
Title: CEO