

01-10-2003



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Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Oystein Mikkelsen

1-7-03

2. Name and address of receiving party(ies)

Name: Hemlock Partners, LLC

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

12/16/2002

Execution Date:

Street Address: 4929 Dodd Road

City: Eagan State: MN Zip: 55123

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

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) 6,071,110

Additional numbers attached? Yes No

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

Name: Thomas J. Oppold

Internal Address: 1500 Wells Fargo Plaza

Street Address: 7900 Xerxes Avenue South

City: Bloomington State: MN Zip: 55431

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. Deposit account number:

12-0449

DO NOT USE THIS SPACE

9. Signature.

Thomas J. Oppold

Name of Person Signing

Signature

Signature

December 31, 2002

Date

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

01/09/2003 DBYRME 00000175 6071110 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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40.00 OP

PATENT REEL: 013634 FRAME: 0311

ASSIGNMENT OF PATENT

THIS ASSIGNMENT is made on December 16, 2002 from Oystein Mikkelsen, having a residence at 1970 E. Osceola Parkway # 370, Kissimmee, Florida 34743-8629 (hereinafter, "Assignor"), to Hemlock Partners, LLC, a Minnesota limited liability corporation organized and existing under the laws of the State of Minnesota, and having a principal place of business at 4929 Dodd Road, Eagan, Minnesota 55123 (hereinafter "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of record of the invention entitled:

"POLISHING ROLL AND METHOD FOR MAKING SAME"

filed in the United States Patent and Trademark Office on September 11, 1997 as Application No. 08/927,940, now United States Patent No. 6,071,110 dated June 6, 2000.

WHEREAS, Assignor and Assignee are parties to an agreement whereby Assignor agreed to sell all right, title and interest in and to said invention, any application therefor, and any Letters Patent granted thereon by the United States of America and any and all foreign countries, including any continuation, continuations-in-part, divisional, reexamination, reissue and extension thereof, along with the right to sue and recover damages, profits and any other available remedies for any past, present or future infringement thereof, and Assignor covenants that it has the full right to do so.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt of which is hereby acknowledged by Assignor:

Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee the entire right, title and interest in and to said invention, any patent applications therefor, and any Letters Patent granted thereon by the United States of America and any and all foreign countries, including any continuing application, re-examination, reissue or extension thereof, along with the right to sue and recover damages, profits and any other available remedies for any past, present or future infringement thereof for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives. Assignor further agrees upon request, without additional compensation but at no expense to Assignor, to execute or assent to foreign applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the said entire right, title and interest hereby transferred to Assignee, its legal representatives, successors and assigns, or as the Assignee may direct.

Assignor covenants that it has not executed any instrument or taken any action contrary to this Assignment, nor will Assignors do so in the future, and further covenants that at the

request of Assignee, Assignor, or its executors, administrators, representatives or assigns will execute all papers, assignments or other documents as requested by Assignee, will provide testimony by affidavit or otherwise on behalf of Assignee in any proceeding before the United States Patent and Trademark Office, foreign patent office, state or federal court, or other decision-making body, and will cooperate fully with Assignee, or its successors and assigns in the endeavor to secure, perfect, maintain or enforce any rights under said invention, applications, or patents of the United States or any foreign countries which have issued or may be issued for said invention.

The Assignor represents and warrants that the Assignor is the owner of all right, title, and interest in and to said invention, and said invention is not subject to any liens, security interests, encumbrances, or restrictions of any kind whatsoever.

This Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor and Assignor's successors, assigns, and legal representatives.

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

OYSTEIN MIKKELSEN



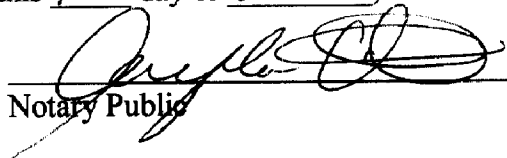
(signature)

Acknowledgements

STATE OF FLORIDA)
) SS.
COUNTY OF OSCEOLA)

I, the undersigned, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that, Oystein Mikkelsen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and that he signed and delivered the said instrument on behalf of himself personally as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 16th day of Dec, 2002.


Notary Public

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