


Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	<b>RECORDATION FORM COVERSHEET</b> <b>PATENTS ONLY</b>	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): <u>Innovative Technology, L.L.C., a New York Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Turbo Parts, LLC, a Minnesota limited liability company</u> Internal Address: _____ _____ Street Address: <u>29 British American Boulevard</u> _____ City: <u>Latham</u> State <u>NY</u> Zip: <u>12110</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	Execution Date: <u>January 29, 2004</u>	
4. Application number(s) or registration 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 Registration No.(s) <u>5,735,667 5,603,510 5,599,026 5,704,614</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning documents should be mailed: Name: <u>Connie R. Heikkila</u> Internal Address: _____ <u>Lindquist &amp; Vennum P.L.L.P.</u> Street Address: <u>4200 IDS Center, 80 So 8<sup>th</sup> St.</u> City: <u>Minneapolis</u> , State: <u>MN</u> Zip: <u>55402</u>	6. Total number of applications and registrations involved: <u>4</u> 7. Total fee (37 CFR 3.41).....\$ <u>160.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0837</u> (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>		
9. Statement and signature. <i>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.</i> <u>Connie R. Heikkila, Paralegal</u>  <u>2/23/04</u> Name of Person Signing Signature Date Total number of pages including coversheet, attachments, and documents: <u>4</u>		

Mail documents to be recorded with required coversheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

### ASSIGNMENT OF PATENTS

WHEREAS, Innovative Technology, L.L.C., a New York limited liability company, ("Assignor") is the owner of the patents listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Patents");

AND WHEREAS the Assignor has agreed to assign and does hereby assign to Turbo Parts, LLC, a Minnesota limited liability company ("Assignee") all rights and licenses, in and to, the Patents;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has sold, assigned and transferred and does hereby sell, assign and transfer to Assignee, all right, title and interest in and to the Patents, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Without limiting the foregoing, it is understood that the rights of the Patents include all re-issues, disclaimers, and re-examinations of the Patents.

3. Assignor further sells, assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Patents, with the right to sue and collect the same.

4. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

5. Assignor agrees that it will, upon request, and without further consideration, do such things and execute such further documents as may be necessary or desirable to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

6. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

7. This assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

Dated: January 23, 2004

**ASSIGNOR:**

**INNOVATIVE TECHNOLOGY, LLC**  
a New York Limited Liability Company

By: *Anthony Mitola*

Name: ANTHONY MITOLA

Title: PRESIDENT

STATE OF New York )  
 ) ss:  
COUNTY OF Albany )

On this 23rd day of January, 2004, personally appeared ANTHONY MITOLA to me known and known to be the President of Innovative Technology L.L.C., a New York Limited Liability Company, and acknowledged that he executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

*Howard M. Daffner*  
Notary Public

HOWARD M. DAFFNER  
Notary Public, State of New York  
Qualified in Albany County  
No. 5897865  
Commission Expires 6/24/06