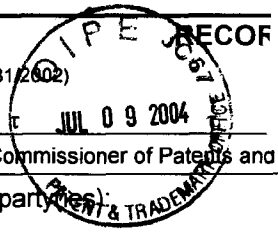


07-15-2004

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102792104

... documents or copy thereof.

1. Name of conveying party(ies):
IMPAXX MACHINE SYSTEMS, INC. (a Delaware corporation) and its division TRINE LABELING SYSTEMS

2. Name and address of receiving party(ies)
Name: ACCRAPLY, INC. (a Missouri corporation)

Internal Address: 3580 Holly Lane North

7.9.04

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

3. Nature of conveyance:

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

Street Address: 3580 Holly Lane North

City: Plymouth State: MN Zip: 55447

Execution Date: January 16, 2004

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) 5964975, 5964974, 5915612, 5863382, 5858168, 5855710, 5821724, 5779835, 5749990, 5688363, 5679209, 5569351, 5538575, 5522960, 5480502, 5441210, 5160570, 5045140, 4923557

Additional numbers attached? Yes No

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

Name: Clyde L. Smith

Internal Address: Thompson Coburn LLP

6. Total number of application and patents involved:

7. Total fee (37 CFR 3.41) \$ 760.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0823

(Attach duplicate copy of this page if paying by deposit account)

07/14/2004 6TUM11 00000039 5964975
01 FC:0021 760.00 DP

Street Address: One US Bank Plaza

City: St. Louis State: MO Zip: 63101-9928

DO NOT USE THIS SPACE

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.

Clyde L. Smith
Name of Person Signing

Signature

July 6, 2004
Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment") is made as of January 16, 2004 (the "Effective Date"), by and among IMPAXX MACHINE SYSTEMS, INC., a Delaware corporation, that includes a division known as TRINE LABELING SYSTEMS (the "Assignor") and ACCRAPLY, INC., a Missouri corporation (the "Assignee").

RECITALS

A. Assignor is the owner of certain patents and/or patent applications.

B. Pursuant to an Asset Purchase Agreement executed by Assignor and Assignee on January 5th, 2004 (the "Sale Agreement"), Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to such patents and/or patent applications from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to such patents and/or patent applications to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the recipient and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition. As used herein, the term "Assigned Patents" shall mean those patents and/or patent applications listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent.

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Assigned Patents. The assignment of the Assigned Patents granted by Assignor to Assignee in this Assignment is granted free and clear of all leases, liens, security interests, rights of first refusal, options or similar restrictions.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims and causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably

required): (i) in the prosecution and maintenance of pending applications included in the Assigned Patents, and (ii) in the implementation or perfection of this Assignment.

5. General Provisions.

5.1 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.2 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.3 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Missouri.

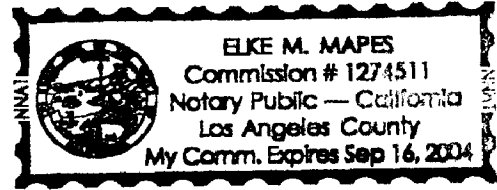
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

IMPAXX MACHINE SYSTEMS, INC., and its division, TRINE LABELING SYSTEMS

By: *[Signature]*
Name: Kenneth H Phillips
Title: CFO



STATE OF California)
COUNTY OF Los Angeles) SS.

On this 16th day of January, 2004, personally appeared Kenneth H. Phillips, the person above-named, and acknowledged that he/she executed the foregoing Assignment on behalf of Impaxx Machine Systems, Inc. and pursuant to authority duly received.

Elke M. Mapes
Notary Public

ASSIGNEE:

ACCRAPLY, INC.

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) SS.

On this ____ day of _____, 200__, personally appeared _____, the person above-named, and acknowledged that he/she executed the foregoing Assignment on behalf of Accraply, Inc. and pursuant to authority duly received.

Notary Public

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

IMPAXX MACHINE SYSTEMS, INC., and its division, TRINE LABELING SYSTEMS

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) SS.

On this ____ day of _____, 200__, personally appeared _____, the person above-named, and acknowledged that he/she executed the foregoing Assignment on behalf of Impaxx Machine Systems, Inc. and pursuant to authority duly received.

Notary Public

ASSIGNEE:

ACCRAPLY, INC.

By: James W. Lawson
Name: J W Lawson
Title: Vice President

STATE OF Missouri)
COUNTY OF St. Louis) SS.

On this 22nd day of January, 2007, personally appeared James W. Lawson, the person above-named, and acknowledged that he/she executed the foregoing Assignment on behalf of Accraply, Inc. and pursuant to authority duly received.

Notary Public



SHARON K. PRICE
St. Charles County
My Commission Expires
June 9, 2007