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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Ronald J. Scherer Anchor Wall Systems, Inc. 5959 Baker Road Suite 390 Minnetonka, Minnesota 55345 Additional name(s) & address(es) attached?

Yes

No Nature of conveyance: Assignment Merger Security Agreement Change of Name Other: Execution Date: December 23, 2004 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) 10/940,062 Additional numbers attached?
Yes
No 5. Name and address of party to whom correspondence concerning 6. Total number of applications and patents involved: 1 document should be mailed: 7. Total fee (37 CFR 3.41): \$40.00 Name: James A. Larson Enclosed Address: Merchant & Gould P.C. Authorized to be charged to deposit account P.O. Box 2903 Minneapolis, MN 55402-0903 8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725 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. James A. Larson Name of Person Signing Total number of pages including cover sheet, attachments, and document: 3 Do not detach this portion Mail documents to be recorded with required over sheet information to: Mail Stop Assignment Recordation Services 00000053 10940062 01/05/2005 DBYRHE Director - U.S. Patent and Trademark Office

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Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT REEL: 016111 FRAME: 0920

ASSIGNMENT

WHEREAS, I, Ronald J. Scherer, residing at 1006 Lilac Court, Shakopee, Minnesota 55379, made certain new and useful inventions and improvements for which I filed an application for Letters Patent of the United States on September 13, 2004, application Serial No. 10/940,062 which is entitled BLOCK SPLITTING ASSEMBLY AND METHOD.

AND WHEREAS, Anchor Wall Systems, 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 5959 Baker Road, Suite 390, Minnetonka, Minnesota 55345 (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 and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, I have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, I do hereby agree that I and my executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire

PATENT REEL: 016111 FRAME: 0921 right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 23 day of December, 2004:

Ronald J. Scherer

STATE OF Minnesota)

COUNTY OF Hennepin)

On this $23^{\frac{1}{2}}$ day of December, $20^{\frac{1}{2}}$, before me personally appeared Ronald J. Scherer to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Notary Public



RECORDED: 01/03/2005