

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Delaware Capital Formation, Inc., a Delaware Corporation	08/10/2005

RECEIVING PARTY DATA

Name:	GTG Porfolio Holdings, Inc., a Delaware Corporation
Street Address:	82 Fitzgerald Drive
City:	Jaffrey
State/Country:	NEW HAMPSHIRE
Postal Code:	03452

PROPERTY NUMBERS Total: 22

Property Type	Number
Application Number:	10430727
Application Number:	10256757
Application Number:	10266305
Application Number:	10728620
Application Number:	10804325
Application Number:	11044658
Application Number:	11175469
Application Number:	11189396
Application Number:	10902528
Application Number:	11040398
Patent Number:	4655633
Patent Number:	4930935
Patent Number:	6227761
Patent Number:	6183160
Patent Number:	4978246

PATENT

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REEL: 016580 FRAME: 0769

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Patent Number:	6434893
Patent Number:	5556226
Patent Number:	6623208
Patent Number:	5234281
Patent Number:	6929420
Patent Number:	6588976
Patent Number:	6695532

CORRESPONDENCE DATA

Fax Number: (616)975-5505
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 616-975-5502
Email: mason@vglb.com
Correspondent Name: Donald S. Gardner
Address Line 1: P.O. Box 888695
Address Line 4: Grand Rapids, MICHIGAN 49588-8695

NAME OF SUBMITTER:	Donald S. Gardner
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Total Attachments: 14
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of August 10, 2005, by and among Delaware Capital Formation, Inc., a Delaware corporation ("DCF"), Somero Enterprises, LLC, a Delaware limited liability company ("Somero"), Somero Enterprises Limited, a United Kingdom private limited company ("Somero U.K."), Dover Industries, Inc., a Delaware corporation ("Dover Industries") and GTG Portfolio Holdings, Inc., a Delaware corporation ("Purchaser").

RECITALS

A. Purchaser is on the date hereof acquiring substantially all of the assets of Somero and all the share capital of Somero U.K., under the terms of that certain Asset and Share Purchase Agreement, dated as of August 10, 2005, by and among Purchaser, Dover Industries and Somero (the "Purchase Agreement").

B. DCF and Somero are parties to that certain Intellectual Property License Agreement, dated January 1, 2003, pursuant to which Somero licenses rights under certain Intellectual Property (as that term is defined in the Purchase Agreement), including patents, trademarks and trade secrets, from DCF and which will be terminated prior to the closing of the Purchase Agreement.

C. The provisions of the Purchase Agreement require Dover Industries to cause DCF to assign to Purchaser all Intellectual Property owned by DCF and used by Somero or Somero U.K., and DCF is willing to so assign such Intellectual Property on the terms provided for herein.

D. The provisions of the Purchase Agreement require Somero and Somero U.K. to assign to Purchaser all of Intellectual Property owned by Somero or Somero U.K.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. DCF hereby assigns and transfers to Purchaser all of DCF's rights, title and interest in and to the following Intellectual Property rights (collectively, the "IP Rights"):

a. Patents. The patents, patent applications, and patent disclosures identified on the attached Exhibit A, including any continuation, continuation-in-part, reissuance, reexamination or extension thereof.

b. Trademarks. The trademarks, trade dress, logos, slogans, trademark registrations and trademark applications identified on the attached Exhibit B, including any registrations thereof.

c. Trade Secrets. The trade secrets identified on the attached Exhibit C.

d. Copyrights. The copyrights, copyrights applications, copyright registrations, web pages, web sites and computer software identified on the attached Exhibit D.

e. Other Intellectual Property. (i) All other Intellectual Property owned by Somero; (ii) all other Intellectual Property owned by Somero U.K.; and, (iii) except for the Dover Assets (as such term is defined in the Purchase Agreement), all other Intellectual Property owned by DCF and used in the business of Somero or Somero U.K.

f. Associated Rights. All rights of enforcement and recovery for past, present and future infringement of any of the IP Rights.

2. Acceptance of Assignment. Purchaser hereby accepts such assignment and transfer of the IP Rights.

3. Further Assurances. DCF, Somero and Somero U.K. shall execute such other or additional instruments of transfer or conveyance in respect of the IP Rights as are reasonably requested by Purchaser, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions.

4. Disclaimer. OTHER THAN REPRESENTATIONS AND WARRANTIES OF DOVER INDUSTRIES AND SOMERO SET FORTH IN THE PURCHASE AGREEMENT, THE TRANSFER OF IP RIGHTS IS MADE WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. THE IP RIGHTS ARE TRANSFERRED WITH ALL FAULTS. The foregoing is not intended to limit any rights as between the parties under the Purchase Agreement.

5. Miscellaneous. This Agreement shall be governed by the internal laws of the state of Delaware. This Agreement may only be amended in writing signed by the parties. This Agreement is the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned to any party without the prior written consent of the other party. Any term of this Agreement that is found to be invalid or unenforceable shall not affect the validity and enforceability of the remaining terms of this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration held in Delaware in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument and the parties agree that the receipt of such executed counterparts shall be binding on such parties and shall be construed as originals. The parties shall promptly exchange original versions of this Agreement that were executed and exchanged by facsimile transmission.

[The Remainder of This Page Intentionally Left Blank and Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.,
A DELAWARE CORPORATION

By: Amy Ward

Print Name: Amy Ward

Title: President

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By: _____

Print Name: _____

Title: _____

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By: _____

Print Name: _____

Title: _____

SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By: _____

Print Name: _____

Title: _____

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By: _____

Print Name: _____

Title: _____

Intellectual Property Assignment
Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.,
A DELAWARE CORPORATION

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By: JOHN T COONEY

Print Name: JOHN T COONEY

Title: PRESIDENT

SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By: _____

Print Name: _____

Title: _____

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By: _____

Print Name: _____

Title: _____

Intellectual Property Assignment
Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.,
A DELAWARE CORPORATION

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By: _____

Print Name: _____

Title: _____

SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By: *R. C. Campbell*

Print Name: Richard C. Campbell

Title: SECRETARY

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By: _____

Print Name: _____

Title: _____

Intellectual Property Assignment
Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.,
A DELAWARE CORPORATION

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By: _____

Print Name: _____

Title: _____

SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By: _____

Print Name: _____

Title: _____

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By:  _____

Print Name: ROBERT F. SCHEUER

Title: SECRETARY

Intellectual Property Assignment
Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.,
A DELAWARE CORPORATION

By: _____

Print Name: _____

Title: _____

GTG PORTFOLIO HOLDINGS, INC.,
A DELAWARE CORPORATION

By: _____

Print Name: Eric R. Hattler

Title: Vice President

SOMERO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

By: _____

Print Name: _____

Title: _____

SOMERO ENTERPRISES LIMITED,
A UNITED KINGDOM PRIVATE LIMITED
COMPANY

By: _____

Print Name: _____

Title: _____

DOVER INDUSTRIES, INC.,
A DELAWARE CORPORATION

By: _____

Print Name: _____

Title: _____

Intellectual Property Assignment
Signature Page

EXHIBIT A

Patents

See attachment.

	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
2	Argentina			P990105389	10/26/1999	Apparatus and Method for Three-Dimensional Contouring
3	Australia	200145381	9/12/2001	200145381	3/1/2001	APPARATUS AND METHOD FOR PLACING ELEVATED CONCRETE SLABS (English)
4	Australia	9952585	5/4/2000	9952585	9/30/1999	APPARATUS AND METHOD FOR THREE-DIMENSIONAL CONTOURING (English)
5	Australia	200121063	6/25/2001	200121063	12/15/2000	CONCRETE PLACING AND SCREEDING APPARATUS AND METHOD (English)
6	Australia			2002334922	3/23/2004	LIGHTWEIGHT APPARATUS FOR SCREEDING AND VIBRATING UNCURED CONCRETE SURFACES (English)
7	Austria	118850	3/15/1995	89313606	12/27/1989	DECKEN-FERTIGUNGSMASCHINE UND VERFAHREN. (German)
8	Austria	209275	12/15/2001	96306613	2/16/1996	VERFAHREN UND VORRICHTUNG FÜR AUTOMATISCHE LASERAUSGERICHTETE NIVELLIERUNG (German)
9	Belgium			99308506		Apparatus and Method for Three-Dimensional Contouring
10	Belgium	376692		89313606		Improved Screeding Apparatus and Method
11	Brazil	9904700	8/29/2000	9904700	10/27/1999	APARELHO E METODO PARA NIVELAMENTO TRIDIMENSIONAL (Portuguese)
12	British Virgin Islands	195/6/1997	9/27/1997	376692	12/27/1989	Improved screeding apparatus and method
13	Canada	2405877	3/28/2003	2405877	9/30/2002	APPARATUS AND METHOD FOR IMPROVING QUALITY OF ELEVATED CONCRETE FLOORS (English#French)
14	Canada	2401656	9/7/2001	2401656	3/1/2001	APPARATUS AND METHOD FOR PLACING ELEVATED CONCRETE SLABS (English#French)
15	Canada	2391260	8/27/2003	2391260	6/25/2002	APPARATUS AND METHOD FOR SUBGRADE PREPARATION DISPOSITIF ET METHODE DE PREPARATION DE SOL D'ASSISE (English#French)
16	Canada	2252250	4/27/2000	2252250	10/30/1998	Apparatus and method for three-dimensional contouring
17	Canada	2390611	12/13/2002	2390611	6/13/2002	CONCRETE FINISHING APPARATUS (English#French)

Note: Shaded Items are Expired, Lapsed or Abandoned

	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
18	Canada	2395073	6/21/2001	2395073	12/15/2000	CONCRETE PLACING AND SCREEDING APPARATUS AND METHOD (English#French)
19	Canada	2188456	5/4/1999	2188456	2/16/1996	IMPROVEMENT IN AUTOMATED, LASER ALIGNED LEVELING APPARATUS AMELIORATION RELATIVE A UN APPAREIL DE MISE A NIVEAU AUTOMATIQUE A ALIGNEMENT PAR LASER (English#French)
20	Canada	2462885	4/17/2003	2462885	10/8/2002	LIGHTWEIGHT APPARATUS FOR SCREEDING AND VIBRATING UNCURED CONCRETE SURFACES (English)
21	Canada	2005242	1/16/1996	2005242	12/12/1989	SCREEDING APPARATUS AND METHOD (English#French)
22	Canada	2230558	10/1/1999	2230558	4/13/1998	Screeing apparatus with oscillating attachment and method therefor
23	China			02822460.4	5/12/2004	Lightweight Apparatus for Screeding and Vibrating Uncured Concrete Surfaces
24	European	997579	4/3/2002	99308506	10/27/1999	APPARATUS AND METHOD FOR THREE-DIMENSIONAL CONTOURING (English#French#German)
25	European	1267000	1/28/2004	2002254131	6/13/2002	Concrete finishing apparatus
26	European	1274550	1/15/2003	2000384448	12/15/2000	CONCRETE PLACING AND SCREEDING APPARATUS AND METHOD (English#French#German)
27	European	376692	2/22/1995	89313606	12/27/1989	IMPROVED SCREEDING APPARATUS AND METHOD. (English#French#German)
28	European			02800976.9	5/10/2004	LIGHTWEIGHT APPARATUS FOR SCREEDING AND VIBRATING UNCURED CONCRETE SURFACES (English)
29	European	756655	11/21/2001	96906613	2/16/1996	METHOD AND APPARATUS FOR AUTOMATED LASER ALIGNED LEVELLING (English#French#German)
30	European	953683	9/20/2000	99302550	3/31/1999	Screeing apparatus and method incorporating oscillating attachment
31	France			99308506		Apparatus and Method for Three-Dimensional Contouring

Note: Shaded Items are Expired, Lapsed or Abandoned

	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
32	France	376692		89313606		Improved Screeding Apparatus and Method
33	France	756655		96906613		Improvement in Automated Laser Aligned Leveling Apparatus
34	Germany			99308506		Apparatus and Method for Three-Dimensional Contouring
35	Germany	68921323	6/22/1995	68921323	12/27/1989	DECKEN-FERTIGUNGSMASCHINE UND VERFAHREN. (German)
36	Germany	69617129	7/18/2002	69617129	2/16/1996	VERFAHREN UND VORRICHTUNG FÜR AUTOMATISCHE LASERAUSGERICHTETE NIVELLIERUNG (German)
37	Italy			99308506		Apparatus and Method for Three-Dimensional Contouring
38	Italy	376692		89313606		Improved Screeding Apparatus and Method
39	Italy	756655		96906613		Improvement in Automated Laser Aligned Leveling Apparatus
40	Mexico	192124	5/25/1999			Improvement in automated laser aligned leveling apparatus
41	Mexico			2004/003256	4/6/2004	Lightweight Apparatus for Screeding and Vibrating Uncured Concrete Surfaces
42	Netherlands	376692		89313606		Improved Screeding Apparatus and Method
43	Spain	2068255	4/16/1995	89313606	12/27/1989	APARATO Y METODO PARA ENRASAR PERFECCIONADOS. (Spanish)
44	Spain			99308506		Apparatus and Method for Three-Dimensional Contouring
45	Spain	2169230	7/1/2002	96906613	2/16/1996	METODO Y APARATO PARA LA PUESTA A NIVEL AUTOMATICA EN ALINEACION POR LASER. (Spanish)
46	Sweden	376692		89313606.9		IMPROVED SCREEDING APPARATUS AND METHOD.
47	Switzerland	376692		89313606		Improved Screeding Apparatus and Method
48	United Kingdom					Apparatus and Method for Three-Dimensional Contouring

Note: Shaded Items are Expired, Lapsed or Abandoned

	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL #:	APPL DATE:	TITLE:
49	United Kingdom	376692		89313606		Improved Screeding Apparatus and Method
50	United Kingdom	756655		96906613	2/16/1996	Method and Apparatus for Automated Laser Aligned Leveling
51	United States	4978246	12/18/1990	381177	7/18/1989	APPARATUS AND METHOD FOR CONTROLLING LASER GUIDED MACHINES (English)
52	United States			60/325984	9/28/2001	APPARATUS AND METHOD FOR IMPROVING QUALITY OF ELEVATED CONCRETE FLOORS
53	United States	20030089050	5/15/2003	256757	9/27/2002	APPARATUS AND METHOD FOR IMPROVING QUALITY OF ELEVATED CONCRETE FLOORS (English)
54	United States			60/457260	3/19/2004	Apparatus and Method for Improving the Control of a Concrete Screed Head Assembly
55	United States	20040190991	9/30/2004	10/804325	3/19/2004	Apparatus and method for improving the control of a concrete screed head assembly (English)
56	United States	6434893	8/20/2002	09/517843	3/2/2000	APPARATUS AND METHOD FOR PLACING ELEVATED CONCRETE SLABS (English)
57	United States			60/359916	2/27/2002	APPARATUS AND METHOD FOR SUBGRADE PREPARATION
58	United States			60/521809	7/8/2004	Apparatus and Method for Subgrade Preparation
59	United States				7/6/2005	Apparatus and Method for Subgrade Preparation
60	United States	20030161684	8/28/2003	10/173372	6/17/2002	Apparatus and method for subgrade preparation (English)
61	United States			10/430727	5/6/2003	Apparatus and Method for Three-Dimensional Contouring
62	United States			11/040398	1/21/2005	Apparatus and Method for Three-Dimensional Contouring
63	United States	622761	5/8/2001	09/179648	10/27/1998	APPARATUS AND METHOD FOR THREE-DIMENSIONAL CONTOURING (English)
64	United States	20020098039	7/25/2002	09/792760	2/21/2001	APPARATUS AND METHOD FOR THREE-DIMENSIONAL CONTOURING (English)

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	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
65	United States	20050069385	3/31/2005	10/902528	7/29/2004	Apparatus for Screeding Uncured Concrete Surfaces
66	United States	5556226	9/17/1996	391200	2/21/1995	Automated, laser aligned leveling apparatus (English)
67	United States			11/044658	1/27/2005	Concrete Chute Strike-Off Device
68	United States			60/298054	6/13/2001	Concrete Finishing Apparatus
69	United States	6695532	2/24/2004	10/166507	6/10/2002	CONCRETE FINISHING APPARATUS (English)
70	United States			60/172499	12/17/1999	Concrete Placing and Screeding Apparatus and Method
71	United States	6623208	9/23/2003	738617	12/15/2000	Concrete placing and screeding apparatus and method (English)
72	United States	6588976	7/8/2003	41642	1/8/2002	CONCRETE PLACING AND SCREEDING APPARATUS AND METHOD (English)
73	United States			60/221765	7/31/2000	Concrete Placing Machine with Hydraulic and Concrete Swivel
74	United States			09/915885	7/26/2001	Concrete Placing Machine with Hydraulic and Concrete Swivel
75	United States	5234281	8/10/1993	821019	1/15/1992	DEFLECTION INDICATING ADJUSTABLE HIGHWAY STRAIGHT-EDGE (English)
76	United States			60/539775	1/27/2004	Laser Controlled Concrete Chute Laser Sensed
77	United States			60/327364	10/9/2001	LASER-CONTROLLED, LIGHT WEIGHT APPARATUS FOR SCREEDING AND VIBRATING CONCRETE FLOORS AND SURFACES
78	United States			60/341721	12/18/2001	LASER-CONTROLLED, LIGHT WEIGHT APPARATUS FOR SCREEDING AND VIBRATING CONCRETE FLOORS AND SURFACES
79	United States			60/354866	5/5/2002	LASER-CONTROLLED, LIGHT WEIGHT APPARATUS FOR SCREEDING AND VIBRATING CONCRETE FLOORS AND SURFACES
80	United States	20030068200	4/10/2003	10/266305	10/8/2002	Light weight apparatus for screeding and vibrating uncured concrete surfaces (English)
81	United States	20040086338	5/6/2004	10/728620	12/5/2003	Lightweight apparatus for screeding and vibrating uncured concrete surfaces (English)

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	A	B	C	D	E	F
1	COUNTRY	PATENT #	PATENT DATE:	APPL. #:	APPL. DATE:	TITLE:
82	United States			60/521950	7/26/2004	Powered Strike-Off Plow
83	United States			60/619672	10/18/2004	Powered Strike-Off Plow
84	United States			60/666672	3/30/2005	Powered Strike-Off Plow
85	United States					Powered Strike-Off Plow
86	United States	6129481	10/10/2000	09/385255	8/30/1999	SCREED ASSEMBLY AND OSCILLATING MEMBER KIT THEREFOR (English)
87	United States	4930935	6/5/1990	291678	12/29/1988	SCREEDING APPARATUS AND METHOD (English)
88	United States	4655633	4/7/1987	779258	9/23/1985	SCREEDING APPARATUS AND METHOD (English)
89	United States	6183160	2/6/2001	09-052193	3/31/1998	SCREEDING APPARATUS AND METHOD INCORPORATING OSCILLATING ATTACHMENT (English)
90	United States	6152647	11/28/2000	09/385266	8/30/1999	SCREEDING METHOD INCORPORATING OSCILLATING MEMBER (English)
91	WIPO	2004/94011	11/4/2004	2004US8463	3/19/2004	Apparatus and Method for Improving the Control of a Concrete Screed Head Assembly
92	WIPO	2001/65033	9/7/2001	2001US6542	3/1/2001	APPARATUS AND METHOD FOR PLACING ELEVATED CONCRETE SLABS (English)
93	WIPO	2001/43932	6/21/2001	2000US34111	12/15/2000	CONCRETE PLACING AND SCREEDING APPARATUS AND METHOD (English)
94	WIPO	9626320	8/29/1996	96US2487	2/16/1996	IMPROVEMENT IN AUTOMATED, LASER ALIGNED LEVELING APPARATUS (English)
95	WIPO	2003/1751	4/17/2003	2002US32205	10/8/2002	LIGHTWEIGHT APPARATUS FOR SCREEDING AND VIBRATING UNCURED CONCRETE SURFACES (English)
96	WIPO					Powered Strike-Off Plow

Note: Shaded Items are Expired, Lapsed or Abandoned