

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNMENT
-----------------------	------------

CONVEYING PARTY DATA	
Name	Execution Date
Martin L. Anderson	01/08/2007

RECEIVING PARTY DATA	
Name:	NCE Acquisition Corporation
Street Address:	6801 Winnetka Ave No.
City:	Brooklyn Park
State/Country:	MINNESOTA
Postal Code:	55428

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	7082686
Patent Number:	7080605
Patent Number:	6813834
Patent Number:	6609762
Patent Number:	6578931
Patent Number:	6135566
Patent Number:	5209171
Patent Number:	5190328
Patent Number:	4970790
Patent Number:	4970754
Patent Number:	4963224
Patent Number:	4748743
Patent Number:	4683657
Application Number:	11035865
Application Number:	11080585

OP \$720.00 7082686

Application Number:	11031404
Application Number:	11042230
PCT Number:	US0148110

**CORRESPONDENCE DATA**

Fax Number: (612)672-3777  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 612 672 3765  
Email: pcurran@mandklaw.com  
Correspondent Name: Pamela A. Curran  
Address Line 1: 150 South Fifth Street, Suite 1800  
Address Line 4: Minneapolis, MINNESOTA 55403

NAME OF SUBMITTER:	Pamela A. Curran
--------------------	------------------

Total Attachments: 5  
source=20070109120906#page1.tif  
source=20070109120906#page2.tif  
source=20070109120906#page3.tif  
source=20070109120906#page4.tif  
source=20070109120906#page5.tif

## PATENT AND TECHNOLOGY ASSIGNMENT AGREEMENT

This Patent and Technology Assignment Agreement (this "Agreement"), effective as of January 8, 2007 ("Effective Date"), is by and between Martin Anderson, an individual residing in Minnesota ("Anderson"), and NCE Acquisition Corporation, a Minnesota corporation (the "Company").

**WHEREAS**, Anderson is and has been the long-time majority shareholder, President, director and employee of National Carpet Equipment, Inc., a Minnesota corporation ("NCE"), and throughout his employment with NCE has created inventions for use in NCE's business and operations which such inventions and related rights have not been assigned or transferred to NCE;

**WHEREAS**, in connection with and as a condition to the consummation of a Stock Purchase Agreement dated of even date herewith, by and among the Company, NCE and the shareholders of NCE including Anderson ("Purchase Agreement"), Anderson agrees to assign directly to the Company, all of his right, title and interest, in and to the Inventions and Patents specified below and in and to Know-how and Technical Information in and to the Inventions and Patents specified below; and

**WHEREAS**, the Company desires to accept such assignment. **NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties, the parties agree as follows:

1. As used herein, the following terms shall have the meaning set forth below:
  - A. **Know-how** means factual knowledge known by Anderson related to the Inventions and Patents specified below, that is not capable of precise, separate description but which, when used in an accumulated form, gives to the one acquiring it an ability to produce something not otherwise known to produce the same accuracy or precision found necessary for commercial success.
  - B. **Inventions** means any and all conceptions and ideas for inventions, improvements, processes and valuable discoveries, whether patentable or not, conceived or made by Anderson as a result of and during Anderson's employment with NCE prior to the Effective Date, solely or jointly with another, which directly relate to the business of NCE, including but not limited to the inventions and subject matter identified in the Patents.
  - C. **Patents** means the U.S. and foreign patent applications and issued patents set forth on Exhibit A attached hereto, all continuations, divisions, extensions and refilings thereof, including any applications claiming priority thereto, and including all inventions and invention subject matter disclosed or claimed therein; and all patents, whether domestic or foreign, which issue for any such applications, continuations, divisions, extensions or refilings, or Inventions.
  - D. **Technical Information** means the complete written explanation of the Inventions and Patents, including drawings, specifications, research materials, notes, written observations, test results and any other documentation relating to the Inventions and Patents.

2. Anderson hereby sells, assigns, transfers and sets over to the Company, and the Company hereby accepts, all right, title and interest, of all kind whatsoever, in and to, the Inventions and Patents (including any reissues, continuations-in-part, revisions, extensions, and reexaminations thereof), and all Know-how and Technical Information related to the Inventions and Patents, throughout the world including the exclusive right to enforce said Patents in the United States and throughout the world, with the same to be held and enjoyed by the Company forever for its own exclusive use and benefit, and for the exclusive use and benefit of its successors and assigns.

3. Anderson represents and warrants to the Company that (i) he has the right and authority to enter into this Agreement and to carry out his obligations hereunder, (ii) the Inventions and Patents constitute all of the inventions and Patents created and owned by him throughout his relationship with NCE which have not already been transferred and assigned to NCE, (iii) except as otherwise set forth on the Disclosure Schedules provided in connection with the Purchase Agreement, he is the sole owner of and has good and marketable title to the Inventions and Patents, (iv) the Inventions and Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer; (v) to his knowledge, there are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Inventions or Patents; and (vi) except as otherwise set forth on the Disclosure Schedules provided in connection with the Purchase Agreement, there are no existing contracts, agreements, options, or rights with any person to acquire or use any of the Inventions or the Patents other than a royalty-free right and license of NCE to use and exploit the Inventions and Patents.

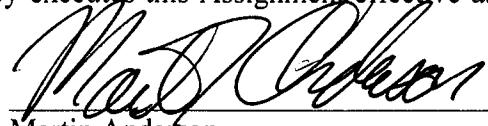
4. Anderson hereby agrees to communicate his Know-how and Proprietary Information to the Company through the delivery to the Company of any and all detailed drawings, specifications, notes, research materials and any other documentation under his control relating to the Inventions and Patents.

5. From and after the date hereof, at the request of the Company, Anderson shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for completing the consummation of the transactions contemplated hereby, including without limitation the execution, acknowledgment and recordation of other papers as necessary or desirable for fully perfecting and conveying unto the Company the benefit of the transactions contemplated hereby specifically including the Patents, Inventions, Know-how and Technical Information.

6. The rights granted to the Company herein shall inure to the Company's successors and assigns.

**signature page follows intentionally**

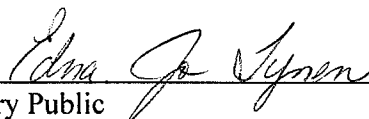
**IN WITNESS WHEREOF**, Anderson hereby executes this Assignment effective as of the Effective Date.

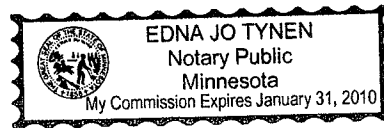
  
\_\_\_\_\_  
Martin Anderson

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

BEFORE ME, on this day personally appeared Martin Anderson, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on his behalf for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 8<sup>th</sup> day of January, 2007.

  
\_\_\_\_\_  
Notary Public



**Schedule 4.11(a)  
Owned Intellectual Property**

1. Martin Anderson owns the following patents:

<u>Country</u>	<u>Patent No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Status</u>
U.S.	7,082,686	10/980,586	11/03/2004	Angled Shank Blade	Issued 08/01/2006
U.S.	7,080,605	11/031,278	01/07/2005	Pivoting Feed Roller	Issued 07/25/2006
U.S.	6,813,834	10/305,216	11/26/2002	Angled Shank Blade	Issued 11/09/2004
U.S.	6,609,762	09/880,532	06/13/2001	Walk Behind Floor Stripping Machine With Hydraulic Drive	Issued 08/26/2003
U.S.	6,578,931	10/177,103	06/21/2002	Drive Wheel Roller	Issued 06/17/2003
U.S.	6,135,566	09/235,445	01/22/1999	Self-Propelled Floor Stripper	Issued 10/24/2000
U.S.	5,209,171	07/871,739	04/21/1992	Carpet Edge Binding Machine	Issued 05/11/1993
U.S.	5,190,328	07/734,622	07/23/1991	Carpet Stretching Tool	Issued 05/02/1993
U.S.	4,970,790	07/503,992	04/04/1990	Bas-relief Carving Plate Assembly	Issued 11/20/1990
U.S.	4,970,754	07/392,402	08/11/1989	Carpet Tack Strip with Urethane Base	Issued 11/20/1990
U.S.	4,963,224	07/457,193	12/26/1989	Motorized Carpet and Tile Stripping Tool	Issued 10/16/1990
U.S.	4,748,743	07/002,561	01/12/1987	Utility Knife with Improved Blade Locking Feature	Issued 06/07/1988
U.S.	4,683,657	06/838,154	03/10/1986	Cutting Blade for Carpet Removing Machines	Issued 08/04/1987
U.S.		11/035,865	01/10/2005	Strip Winding Machine	Office Action predicted for 03/2007
U.S.		11/080,585	03/15/2005	Combination Edger and Grinder for Floors	Pending
U.S.		11/031,404	01/07/2005	Battery Operated Sewing	Office Action due

<u>Country</u>	<u>Patent No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Status</u>
				Machine	
U.S.		11/042,230	01/25/2005	Battery Powered Riding Floor Stripping Machine	Office Action predicted for 01/2008
U.S.				Battery Powered Riding Floor Stripping Machine	Awaiting Signed Papers for Filing
U.S.				Four Wheel Drive Stripping Machine	Preparing Application for Filing
U.S.				Planetary Grinder	Preparing Application for Filing
PCT		US01/48110	12/11/2001	Walk Behind Floor Stripping Machine With Hydraulic Drive	Filed in Europe
Europe		01990158.6	12/11/2003	Walk Behind Floor Stripping Machine With Hydraulic Drive	Pending
Europe	1541782	03257818.9	12/12/2003	Angled Shank Blade	Issued 03/22/2006
Europe		05256789.8	11/2/2005	Angled Shank Blade	Granted

Patent No. 4970754 is co-owned with Ben Wood. Martin Anderson does not claim sole ownership in Patent No. 6500486.