## -OP \$280,00 118466

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Despatch Industries, Inc.	11/19/2007

### **RECEIVING PARTY DATA**

Name:	Despatch Industries Limited Partnership
Street Address:	8860 207th Street West
City:	Lakeville
State/Country:	MINNESOTA
Postal Code:	55044

### PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	11846613
Application Number:	11297213
Patent Number:	4846669
Patent Number:	5263265
Patent Number:	5436569
Patent Number:	6455815
Application Number:	11768027

### **CORRESPONDENCE DATA**

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**PATENT** 

REEL: 020134 FRAME: 0813

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ATTORNEY DOCKET NUMBER:	60029-4
NAME OF SUBMITTER:	Ernest P. Shriver
Total Attachments: 8 source=Despatch - Assignment of Intellectus	al Property#page2.tif al Property#page3.tif al Property#page4.tif al Property#page5.tif al Property#page6.tif al Property#page6.tif

### ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is made and entered into as of November 19, 2007 (the "Effective Date") by and between Despatch Industries, Inc., a Minnesota corporation ("Assignor"), and Despatch Industries Limited Partnership, a Minnesota limited partnership ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to the Agreement to Purchase Partnership Interests of Despatch Industries Limited Partnership, dated November 19, 2007 (the "Purchase Agreement"), whereby Assignor is selling its limited partnership interests in Assignee to Despatch Industries, LLC, a Minnesota limited liability company, and Despatch GP, LLC, a Minnesota limited liability company, and whereby, pursuant to Section 2.12 of the Purchase Agreement, Assignor shall have assigned any and all of Assignor's registered and unregistered rights and trademarks, all upon the terms and conditions set forth in the Purchase Agreement;

WHEREAS, Assignor and Assignee desire that Assignor assign all its right, title and interest in and to the intellectual property used in Assignee's business, all as set forth on Schedule A attached hereto (the "Assigned IP"), to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

- 1. <u>Assignment of Patents</u>. With respect to Patents, Assignor hereby irrevocably assigns to Assignee, and its successors and assigns:
  - a) The entire right, title and interest to the Patents including the inventions described or claimed therein, and to each U.S. and foreign patent application and patent from which the Patents claim priority to in whole or in part; and
  - b) The entire right, title and interest to any United States or foreign patents that may issue with respect to the inventions described or claimed in the Patents;
  - c) The entire right, title and interest to any renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions of the Patents, and all foreign applications based thereon;
  - d) The right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise; and
  - e) The right to enforce patent rights to such Patents, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with all claims by Assignor for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect

- the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.
- f) Assignor agrees that all Patents shall belong exclusively to Assignee, with Assignee having the right to obtain and to hold in its own name such patents, or such other perfection, registration, certification, or protection as may be obtained or applicable to the subject matter, and any extensions and renewals thereof.
- g) Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment.
- 2. <u>Assignment of Trademarks</u>. With respect to trademarks, Assignor hereby irrevocably assigns to Assignee, and its successors and assigns:
  - a) The entire right, title and interest in and to (i) the trademarks listed on Exhibit A, and (b) all of Assignor's rights to the "Despatch" and "Ransco" trademarks, for the United States and throughout the world, together with the goodwill of the business associated therewith and the registrations thereof.
  - b) This Assignment includes all rights in the nature of trademark, service mark, and trade name rights, as well as the right to sue for past infringement by any third party.
- 3. <u>Assignment of Copyright</u>. With respect to copyrighted works, Assignor hereby irrevocably assigns to Assignee, and its successors and assigns all right, title and interest in and to such copyrighted works, together with the goodwill of the business connected with and symbolized by such copyrighted works, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such copyrights or injury to said goodwill and the right to sue for and recover the same in Assignee's own name.
- 4. Entire Agreement. The provisions of this Assignment and the Purchase Agreement contain the entire agreement between the parties, and they supersede all prior agreements with respect to the subject matter of this Assignment. This Assignment may not be changed or modified in any manner, and the observance of any provision of this Assignment may not be waived, except by an instrument in writing signed by the parties. In the event of conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.
- 5. <u>Successors and Assigns</u>. The provisions hereof shall inure to the benefit of and be binding upon Assignee and Assignor, and the successors and assigns of Assignee and Assignor.
- 6. <u>Governing Law; Disputes.</u> This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota without regard to any state's conflict of laws principles.

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- 7. <u>Section Headings.</u> The section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.
- 8. <u>Counterparts.</u> This Assignment may be executed in any number of counterparts, all of which taken together shall constitute the Assignment.
- 9. Further Assurances. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of the Assigned IP hereunder and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document it is entitled to under this Section 9, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

Assignor and Assignee further agree and acknowledge that the assignment hereunder is meant to assign to Assignee all of the intellectual property used in Assignee's business but titled in the name of Assignor, and Assignor hereby agrees to execute assignments of intellectual property in form and substance acceptable to Assignee of any intellectual property used in Assignee's business but titled in the name of Assignor which is not listed on Exhibit A hereto.

Remainder of page intentionally left blank; signature pages follow.

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### Signature page to Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as an instrument under seal as of the Effective Date.

**ASSIGNOR:** 

DESPATCH INDUSTRIES, INC.

Mary J.

Vice-Prevident

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF

COUNTY OF

SS.:

On this \_ day of November, 2007, before me, the undersigned, personally appeared Mary J. Herman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Vice-President of Despatch Industries, Inc., and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY SEAL

SYBIL T. SWANSON

NOTARY PUBLIC MINNESOTA

My Commission Expires Jan. 31, 2010

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**ASSIGNEE:** 

### DESPATCH INDUSTRIES LIMITED PARTNERSHIP

BY: DESPATCH HOLDINGS, LLC, its General Partner

By: Mary J. Herman

Vice-President

### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF

COUNTY OF

SS.

On this day of November 2007, before me, the undersigned, personally appeared Mary J. Herman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Vice-President of Despatch Industries, Inc., which is the sole general partner of Despatch Industries Limited Partnership, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[NOTARY SEAL]



### SCHEDULE A

# Assigned Intellectual Property

U.S. and International Patent Applications and Registrations

Patent No.	0643589		4,846,669	5,263,265	5,436,569	6,455,815	
Issue Date:	03/13/2002		07/11/1989	11/23/1993	07/25/1995	09/24/2002	
Serial No.	939107124	11/846,613 US2007/077098 11/297,213	07/193,836	07/671,175	08/316,562	10/008,040	11/768,027
Application	<u>Date</u> 04/22/1993	08/29/2007 08/29/2007 12/08/2005	05/13/1988	10/23/1989	09/30/1994	11/08/2001	06/25/2007
Country	European Patent Office	United States WIPO United States	United States	United States	United States	United States	United States
<u>Title</u>	Barrier Isolation System	Continuous Dopant Addition Continuous Dopant Addition Continuous Dopant Addition	Continuous Material Heating	Convection/Radiant Material Treatment Oven <sup>1</sup>	Electronic Component Testing Oven <sup>2</sup>	Magnetic Annealing Oven And Method	Radiant Shield

<sup>&</sup>lt;sup>1</sup> This issued patent is a continuation of the original US application No. 07/425,570, which is assigned to Despatch Industries, Inc. The assignment of the original application also assigned all continuations. The assignment was not recorded in the Patent Office for the patent that ultimately issued, but Despatch Industries Inc. is listed as assignee on the face of the patent so notice is sufficient.

<sup>&</sup>lt;sup>2</sup> This issued patent is a continuation of the original US application No. 07/591,193, which is assigned to Despatch Industries, Inc. The assignment of the original application also assigned all continuations. The assignment was not recorded in the Patent Office for the patent that ultimately issued, but Despatch Industries Inc. is listed as assignee on the face of the patent so notice is sufficient.

U.S. and International Trademark Applications and Registrations

and Unregistered Trademarks

Registration									520,896						
Registration Date									02/07/1950						
Serial Number	5614433	5614436	5614435	5614434	5706074	5706077	5706076	5706075	71/567,454	5614432	N/A	5614431	n/a		
Filing Date	09/18/2006	09/18/2006	09/18/2006	09/18/2006	11/06/2006	11/06/2006	11/06/2006	11/06/2006	10/22/1948	09/18/2006	09/17/2007	09/18/2006	09/17/2007		
Country	China	China	China	China	China	China	China	China	United States	China	China	China	China	Unregistered	Unregistered
<u>Trademark</u>	Despatch	Despatch	Despatch	Despatch	Despatch (Chinese Characters)	Despatch (Chinese Characters)	Despatch (Chinese Characters)	Despatch (Chinese Characters)	Despatch (Stylized)	Ransco	Ransco	Ransco (Chinese Characters)	Ransco (Chinese Characters)	Despatch	Ransco

U.S. Copyright Registrations

Title of Copyright	Status	Registration No.	Registration Date
De-gassing furnace: SK no. 2 / drawn, J. Stitz. [Degassing furnace]	Registered	VA383216	01/08/1990
De-gassing furnace: SK no. 1 / drawn, J. Stitz. [Degassing furnace]	Registered	VA383215	01/08/1990

**RECORDED: 11/20/2007**