

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
Vision Trading, LLC.	09/17/2008
RECEIVING PARTY DATA	
Name:	Ledin & Hofstad, Ltd.
Street Address:	539 Main Street South
City:	Pine City
State/Country:	MINNESOTA
Postal Code:	55063
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7047578
CORRESPONDENCE DATA	
Fax Number:	(320)629-2479
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	320-629-7537
Email:	khofstad@ledinhofstad.com
Correspondent Name:	Ledin & Hofstad, Ltd.
Address Line 1:	539 Main Street South
Address Line 4:	Pine City, MINNESOTA 55063
NAME OF SUBMITTER:	Kevin A. Hofstad
Total Attachments: 3 source=Vision lien order#page1.tif source=Vision lien order#page2.tif source=Vision lien order#page3.tif	

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PATENT  
REEL: 022380 FRAME: 0492

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

Vision Trading, LLC,

Civil No. 06-3775 (DWF/RLE)

Plaintiff,

v.

**ORDER**

Todd C. Spanton, as Personal Representative  
of the estate of John B. Stanton; John M. Spanton;  
and Anna Spanton Hopton,

Defendants.

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Barbara A. McFadden, Esq., and Kevin A. Hofstad, Esq., Ledin & Hofstad, Ltd., counsel for  
Plaintiff.

John F. Alden, III, Esq., Alden Law Office, and R. J. Zayed, Carlson Caspers  
Vandenburgh & Lindquist, counsel for Defendants.

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The above-entitled matter came before the Court pursuant to a Motion for Attorney Fees brought by Ledin & Hofstad, Ltd., attorneys for Plaintiff Vision Trading, LLC (“Vision Trading”). Ledin & Hofstad, Ltd., requests that a judgment for attorney fees be granted in its favor against Vision Trading’s interests in the U.S. Patent No. 7,047,578 (the “578 Patent”).

Previously, the Court entered a lien in favor of Mr. Alden, counsel for Defendants Todd C. Spanton, as Personal Representative of the estate of John B. Stanton; John M. Spanton; and Anna Spanton Hopton (collectively, “Defendants”). Mr. Alden now objects to Ledin & Hofstad, Ltd.’s motion, asserting that, under the parties’ settlement agreement,

Ledin & Hofstad, Ltd., does not have a lienable interest in the '578 Patent. Rather, Mr. Alden contends that the settlement agreement does not grant any ownership interest to Vision Trading; instead, he explains that the settlement agreement requires that Vision Trading be dissolved and that an exclusive license be given to a new entity, which is to be formed with Vision Trading's members and Defendants.

Based upon the files and proceedings herein, and upon the arguments of counsel,

**IT IS HEREBY ORDERED** that:

1. Vision Trading, LLC's Motion for Attorney Fees (Doc. No. 83) is **GRANTED.**
2. Consistent with the express terms of the parties' settlement agreement and pursuant to Minnesota Statutes Section 481.13(a) and (c), Ledin & Hofstad, Ltd., is entitled to and has an Attorney's lien in the amount of \$38,318.29 on any interests that its client, Vision Trading, LLC, may have in any property involved in or affected by the above-captioned matter, including but not limited to U.S. Patent Number 7,047,578 and any proceeds therefrom.
3. This Attorney's Lien is secondary to and shall be paid only after Mr. Alden's lien, as described in the Court's May 9, 2008 Order (Doc. No. 87), is satisfied in full.
4. Judgment shall be entered in favor of Ledin & Hofstad, Ltd., in the amount of \$38,318.29.

**LET JUDGMENT BE ENTERED ACCORDINGLY.**

Dated: September 17, 2008

s/Donovan W. Frank

DONOVAN W. FRANK

Judge of United States District Court