

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Johnston International Corp. | 11/02/2009 |
| RECEIVING PARTY DATA | |
| Name: | Bedford Industries, Inc. |
| Street Address: | 1659 Rowe Avenue |
| Internal Address: | P.O. Box 39 |
| City: | Worthington |
| State/Country: | MINNESOTA |
| Postal Code: | 56187 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 6372068 |
| Patent Number: | 6673413 |
| Patent Number: | 7011879 |
| CORRESPONDENCE DATA | |
| Fax Number: | (612)334-3312 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Email: | mkosloski@wck.com |
| Correspondent Name: | James L. Young |
| Address Line 1: | 900 Second Avenue South |
| Address Line 2: | Suite 1400 |
| Address Line 4: | Minneapolis, MINNESOTA 55402 |
| ATTORNEY DOCKET NUMBER: | B372.11-0007 |
| NAME OF SUBMITTER: | James L. Young |
| Total Attachments: 2 | |

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment of Patents") is entered into as of October 8, 2009, (the "Effective Date") by and between Johnson International Corp. ("Johnston International") and Bedford Industries, Inc. ("Bedford"). This Assignment of Patents is being entered into pursuant to an Asset Acquisition Agreement (the "Agreement") dated as of October 8, 2009, by and between Johnston International, Plas-Ties, Inc. and Bedford.

For One Dollar (\$1.00 U.S.) and other good and valuable consideration as recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Johnston International hereby sells, transfers, assigns, conveys and delivers to Bedford, and its successors and assigns, all right, title, and interest worldwide of Johnston International in, to, and under the following patents: U.S. Patent Nos. 6,372,068, 6,673,413 and 7,011,879 (including without limitation, any continuations, divisions, continuation-in-part, reissues, reexaminations, extensions, or foreign equivalents, and the subject matter of all claims under the laws of any country, now or hereafter in effect), together with all rights to sue and recover for any past, present or future infringements, dilution, damage or injury to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Bedford for its own use and for the use of its successor and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment of Patents to be executed as of the Effective Date.

JOHNSTON INTERNATIONAL CORP.

BEDFORD INDUSTRIES, INC.

By: [Signature]

Lou Contreras
Title: CEO

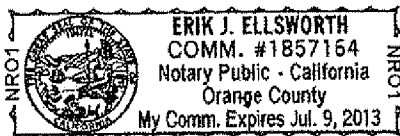
By: [Signature]

Robert Ludlow
Title: CEO

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On this 2nd day of ~~October~~ ^{November}, 2009 there appeared before me Lou Contreras personally known to me, who acknowledged that he signed this Assignment of Patents as his voluntary act and deed on behalf and with full authority of Johnston International Corp.

WITNESS my hand and notarial seal.



[Signature]
Notary Public

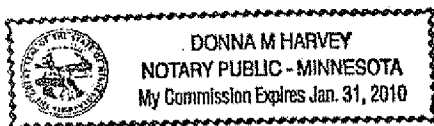
My commission expires: JUL 9, 2013

ERIK J. ELLSWORTH, Notary Public

STATE OF Minnesota)
COUNTY OF Nobles)

On this 8th day of October, 2009 there appeared before me Robert Ludlow personally known to me, who acknowledged that he signed this Assignment of Patents as his voluntary act and deed on behalf and with full authority of Bedford Industries, Inc.

WITNESS my hand and notarial seal.



[Signature]
Notary Public

My commission expires: January 31, 2010

[Assignment of Patents signature page]