

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PRIMA NORTH AMERICA, INC.	04/30/2011
RECEIVING PARTY DATA	
Name:	PRIMA POWER LASERDYNE LLC
Street Address:	8600 109 Avenue North, Suite 400
City:	Champlin
State/Country:	MINNESOTA
Postal Code:	55316
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5428280
Patent Number:	6720567
CORRESPONDENCE DATA	
Fax Number:	(646)478-9147
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128250489
Email:	fcinotti@cbattorney.com
Correspondent Name:	Filippo Cinotti
Address Line 1:	11 Broadway, Suite 368
Address Line 4:	New York, NEW YORK 10004
NAME OF SUBMITTER:	Filippo Cinotti
Total Attachments: 4 source=Executed IP Assignment#page1.tif source=Executed IP Assignment#page2.tif source=Executed IP Assignment#page3.tif source=Executed IP Assignment#page4.tif	

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AGREEMENT ("Assignment") made as of this 30th day of April, 2011, by and between PRIMA NORTH AMERICA, INC., a Delaware corporation, having an address at 711 East Main Street, Chicopee, MA 01020 (hereinafter "**Assignor**") and PRIMA POWER LASERDYNE LLC, a Minnesota limited liability company, having an address at 8600 109th Avenue North, Suite 400, Champlin, MN 55316 (hereinafter "**Assignee**"). Assignor and Assignee are each referred to in this Agreement as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, Assignor, is the owner of those certain trademarks, patents, copyrights and/or other intellectual property set forth on Schedule "I" annexed hereto and made a party hereof (the "Intellectual Property Rights"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 30, 2011 (the "APA"); and

WHEREAS, in connection with the APA, Assignor desires to assign the Intellectual Property Rights to Assignee and Assignee wishes to acquire the Intellectual Property Rights.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Assignment of Exclusive Rights. Through this Assignment, the Assignor sells, grants, conveys and assigns to the Assignee, exclusively for the United States market, in and for all languages (including but not limited to computer and human languages whether now existing or subsequently developed) all of the Assignor's right, title and interest, including all rights of the Assignor under all United States, Federal, State or other "Governmental Authority" (as defined in Section 3 below), copyright, trademark, trade secret, trade name, service mark, service name, patent, and all other intellectual property or industrial property laws or rights of any type or nature. The foregoing assignment of rights by the Assignor to Assignee is all inclusive and is without reservation of any right, title, interest or use in the United States market, whether now existing or subsequently arising.

2. Further Instruments. The parties shall execute, acknowledge and deliver to the Assignee, within five (5) days of the Assignee's request for the same, such further instruments and documents as the Assignee may request from time to time to facilitate registration of any filings or record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of the Assignee's exclusive rights hereunder.

3. Governmental Authority Definitions. For purposes of this Assignment, the following terms shall have the following meanings: (i) the term "**United States**" shall mean the United States of America, and all geographical territories and subdivisions of the United States

of America; (ii) the term **"Governmental Authority"** shall mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States or (B) any state, municipality, county, parish, subdivision or territory of the United States.

4. Notices. All notices required or permitted to be given hereunder or under the Lease shall be in writing and each such notice shall be given to the party or person intended by certified mail or registered mail, return receipt requested, by personal delivery or by overnight courier with the receipt acknowledged. Notice shall be sent to such party at the address set forth below, or at such address that has been hereafter specified by proper notice pursuant to this paragraph. Notices sent by (a) certified or register mail shall be deemed received on the third (3rd) business day after mailing, (b) personal delivery shall be deemed received on the same day, or (c) overnight mail shall be deemed received on the next business day.

If to Assignor: At the address set forth at the beginning of this Agreement.

If to Assignee: At the address set forth at the beginning of this Agreement.

With copies to: Cinotti & Buck LLP
11 Broadway, Suite 368
New York, New York 10004
Tel (212) 825-0489
Fax (646) 478-9147

5. Invalidity and Governing Law. In case any one or more of the provisions contained in this Assignment shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not effect any other provision of this Assignment. This Assignment shall be governed by and construed according to the laws of the State of Minnesota. Any legal action, suit or other proceeding arising out of or in any way connected with this Assignment may only be brought in the Federal or State Courts located in the County of Hennepin, State of Minnesota, the parties hereto specifically acknowledge, agree and consent to jurisdiction in said Court.

6. Entire Agreement. This instrument embodies the entire agreement and understanding by and between the parties hereto with respect to the subject matters herein contained. This Assignment may not be changed, modified, terminated or discharged, in whole or in part, orally, but only by a writing signed by the parties to be charged therewith.

7. Binding on Successors and Assigns. The rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors, transferees and assigns of the respective parties.

8. Waiver and Miscellaneous. The waiver by either of the parties hereto of a breach of any provision of this Assignment shall not operate as or be construed as a waiver of any subsequent breach thereof.

9. Counterparts. This Agreement may be executed by facsimile or email (PDF) signature, in one or more counterparts, and may be separately executed by the parties hereto on separate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the date first above written.

ASSIGNOR:

ASSIGNEE:

PRIMA NORTH AMERICA, INC.

PRIMA POWER LASERDYNE LLC

By:



By:



SCHEDULE 1 – INTELLECTUAL PROPERTY

Registered Patents:

1. US Patent No. 5,428,280: Robotic Movement of Object Over a Workpiece Surface
2. US Patent No. 6,720,567: Apparatus and Method for Focal Point Control for Laser Machining

Registered Trademarks:

1. LASERDYNE (Registration Number 1980644)(Serial Number 74615143) – a trademark registration for laser machine tool systems comprising a laser, a positioning system, and a control system, sold together, up for renewal June 18, 2016;
2. LASERDYNE (Registration Number 1261159)(Serial Number 73373378) – a service mark registration for design and development of laser machines, up for renewal December 13, 2013; and
3. BEAMDIRECTOR (Registration Number 1841683)(Serial Number 74339544) – a trademark registration for laser machining positioning system comprised of computer controls, laser generator, and motion positioning devices, not for medical use, up for renewal June 28, 2014.