

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	ASSIGNMENT																												
CONVEYING PARTY DATA																													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>BEST DIVERSIFIED PRODUCTS, INC.</td> <td>04/02/2012</td> </tr> <tr> <td>NORTHSTAR INDUSTRIES, INC.</td> <td>04/02/2012</td> </tr> </tbody> </table>		Name	Execution Date	BEST DIVERSIFIED PRODUCTS, INC.	04/02/2012	NORTHSTAR INDUSTRIES, INC.	04/02/2012																						
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<table border="1"> <tr> <td>Name:</td> <td>BEST CONVEYORS LLC</td> </tr> <tr> <td>Street Address:</td> <td>410 Horizon Drive, Suite 200</td> </tr> <tr> <td>City:</td> <td>Suwanee</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30024</td> </tr> </table>		Name:	BEST CONVEYORS LLC	Street Address:	410 Horizon Drive, Suite 200	City:	Suwanee	State/Country:	GEORGIA	Postal Code:	30024																		
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CORRESPONDENCE DATA																													

501874453

PATENT
 REEL: 027970 FRAME: 0817

OP \$520.00 4852712

Fax Number: (312)863-7806
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.103
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NAME OF SUBMITTER:	Nancy Brougher
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Agreement**”) is made by and between Best Conveyors LLC, a Delaware limited liability company, on the one hand (“**Assignee**”), and Best Diversified Products, Inc., a Georgia corporation (“**Best**”), and Northstar Industries, Inc., a Georgia corporation and the sole shareholder of Best, on the other hand (“**Northstar**” and, together with Best, the “**Assignor**”).

RECITALS

WHEREAS, Assignor controls and owns certain intellectual property and other proprietary rights (the “**Intellectual Property**”) relating to the business of manufacturing and distributing flexible and rigid conveyors used for material handling to a number of different end markets and customers (the “**Business**”);

WHEREAS, Best is selling to Assignee the Business, its operations, and substantially all of the assets of Best subject to the conditions set forth in a certain Asset Purchase Agreement dated April 2, 2012 by and among Assignee, Best, and Northstar (the “**Asset Purchase Agreement**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign all right, title and interest in and to the Intellectual Property relating to the Business to Assignee.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, assign, transfer, convey, contribute, and deliver to Assignee and its successors and assigns, and Assignee does hereby accept from Assignor, all right, title and interest in and to all of the following in any jurisdiction throughout the world: (i) patents, patent applications and patent disclosures (including divisions, continuations, and continuations-in-part, and reissues) listed on Schedule A hereto (“**Assigned Patent Rights**”); (ii) all trademarks, service marks, trade dress, trade names, corporate names, trade dress, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all goodwill associated with each of the foregoing, listed on Schedule B hereto (“**Assigned Trademark Rights**”); and (iii) copyrights and copyrightable works listed on Schedule C hereto (“**Assigned Copyright Works**”).

2. Assignor waives any and all moral rights Assignor may have to the Assigned Copyright Works in the United States of America and all other countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § 106A, including, without limitation, any and all rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. This Agreement shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent, trademark and copyright issues and in all other respects

including as to validity, interpretation and effect by the laws of the State of Georgia, without giving effect to the conflict of laws rules thereof.

4. This Agreement is an instrument of transfer contemplated by, and is executed and delivered pursuant and subject to, the Asset Purchase Agreement, and nothing contained herein shall be deemed to supersede, enlarge, modify or diminish any of the provisions of the Purchase Agreement or any rights or obligations of Assignor or Assignee under the Purchase Agreement. If any conflict exists between the terms of this Agreement and the Purchase Agreement, then the terms of the Purchase Agreement shall, as between Assignor and Assignee, govern and control.

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Intellectual Property Assignment and Consent Agreement is executed as of the day and year first written above.

ASSIGNOR

BEST DIVERSIFIED PRODUCTS, INC.

By: James E. Markley
Name: James E. Markley
Title: Chief Executive Officer

NORTHSTAR INDUSTRIES, INC.

By: James E. Markley
Name: James E. Markley
Title: President and Chief Executive Officer

ASSIGNEE

BEST CONVEYORS LLC

By: _____
Name: Jeffrey F. Reed
Title: Manager

Signature Page to IP Assignment

IN WITNESS WHEREOF, this Intellectual Property Assignment and Consent Agreement is executed as of the day and year first written above.

ASSIGNOR

BEST DIVERSIFIED PRODUCTS, INC.

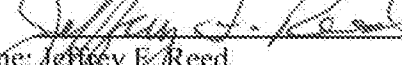
By: _____
Name: _____
Title: _____

NORTHSTAR INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE

BEST CONVEYORS LLC

By: 
Name: Jeffrey E. Reed
Title: Manager




SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Pat #	Title	Description	Patent #	Appl #	Issue Date	Issue Date	Term	Expires	Status	Comments
NSI-1	Conveyor	Best Flex - Gravity Feeder Secondary/Conveyor	5,852,712	555512	September 21, 1997	August 1, 1999	20	8/1/99	Expired	20 years from filing date or 17 yrs from issue date whichever is longer
NSI-2	Ramp	St Fold Ramp	5,896,862	561879	October 31, 1998	March 17, 1999	20	3/17/99	Expired	20 years from filing date or 17 yrs from issue date whichever is longer
NSI-3	Extendable Powered Roller Conveyor	Original Best Flex Power - Roller and Skate wheel	5,147,809	642611	April 15, 1993	September 13, 1992	20	9/13/92	Expired	20 years from filing date or 17 yrs from issue date whichever is longer
NSI-4	Superduty Powered Conveyors	Chain Driven Best Flex Power Skate wheel and Roller	5,224,861	551801	June 26, 1993	July 6, 1993	20	6/6/93	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NSI-5	Continuous Powered Roller Conveyors	Best Flex Power	5,426,587	541962	November 17, 1994	September 10, 1995	20	9/10/95	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NSI-6	Ramp	St Fold Ramp	5,229,887	543798	May 10, 1995	December 25, 1995	20	12/25/95	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NSI-7	Telescoping rigid Frame and actuator conveyor	UPS Unit	5,496,552	545268	December 5, 1994	February 13, 1996	20	2/13/96	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NSI-8	Superduty redundantly powered conveyor	Best Flex Power	5,632,371	549546	December 5, 1994	May 17, 1997	20	5/17/97	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NSI-9	Extendable conveyor with powered rollers	Power Train	5,676,720	549444	December 5, 1994	June 28, 1997	20	6/28/97	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NSI-10	Telescoping rigid Frame and Skater conveyor with suspension	UPS Unit Suspension	5,803,826	496251	May 11, 1998	December 21, 1999	20	12/21/99	Current	20 years from filing date or 17 yrs from issue date whichever is longer
NSI-11	Multiple Wheel Aisle Support	Web aisle support design	6,188,846	350866	March 6, 2001	July 6, 2003	20	7/6/03	Current	20 years from filing date
NSI-12	Multiple Wheel Aisle Support	Web aisle support design	6,475,637	438351	March 6, 2001	September 8, 2003	20	9/8/03	Current	Design patent - 15 yrs from date of issue
NSI-13	Conveyor Skid Aisle and Fork	Aisle Inserter and supported by upper drive support	6,831,595	425911	April 30, 2005	February 8, 2009	20	2/8/09	Current	20 years from filing date

SCHEDULE B
TRADEMARKS AND DOMAIN NAMES

TRADEMARKS

MARK	(WORDS ONLY)	SERIAL #	DATE ISSUED	LIFE	EXPIRES	STATUS	REGISTRATION #
BEST/FLEX	BEST/FLEX	75/275,831	05/19/98	RENEWABLE	10 YEAR RENEWAL DUE BY 05/19/18	LIVE	2,158,766
	BEST	75/276,043	02/09/99	RENEWABLE	10 YEAR RENEWAL DUE BY 02/09/19	LIVE	2,222,226
	BEST	75/829,073	04/17/01	RENEWABLE	10 YEAR RENEWAL DUE BY 04/17/21	LIVE	2,444,050
BESTREACH	BESTREACH	76/483,972	12/02/03	RENEWABLE	10 YEAR RENEWAL DUE BY 12/02/13	LIVE	2,788,638
	BESTREACH	N/A	N/A		N/A	COMMON LAW TM	N/A

DOMAIN NAMES

Bestconveyors.com
Bestconv.com
Bestconveyors.net
Bestconv.net

SCHEDULE C
COPYRIGHTS

None.