

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Anchor Bank National Association		04/27/2005	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	SmartSet Automation
<b>Street Address:</b>	2155 Niagara Lane North
<b>Internal Address:</b>	Suite 110
<b>City:</b>	Plymouth
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55447
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1207981	EPIC
Registration Number:	1486796	SCOREMASTER
Registration Number:	2383976	SMARTSET
Registration Number:	2150550	TRAILBLAZER

**CORRESPONDENCE DATA**

**Fax Number:** (612)492-7077  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 612-492-7284  
**Email:** rkraft@fredlaw.com  
**Correspondent Name:** Renee S. Kraft  
**Address Line 1:** 200 South Sixth Street  
**Address Line 2:** Suite 4000  
**Address Line 4:** Minneapolis, MINNESOTA 55402

OP \$115.00 1207981

ATTORNEY DOCKET NUMBER:	31497.6
NAME OF SUBMITTER:	Renee S. Kraft
Signature:	/Renee S. Kraft/
Date:	02/03/2006

Total Attachments: 8  
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## BILL OF SALE

FOR VALUABLE CONSIDERATION, Anchor Bank National Association, a national banking association ("Seller"), hereby sells and conveys to Smartset Automation, LLC, a Minnesota limited liability company ("Buyer"), the following personal property located at 2155 Niagara Lane North, Suite 110, Plymouth, Minnesota, and other locations:

Former assets of Solid Controls, Inc., a Minnesota corporation, as foreclosed in the Agreement of Voluntary Surrender dated April 27, 2005, by and between Anchor Bank National Association, a national banking association (the "Bank") and Solid Controls, Inc., a Minnesota corporation (the "Debtor") including, but not limited to:

All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles (collectively "Collateral").

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

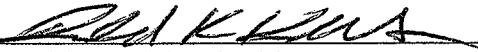
- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

All inventories and unfinished work, goods, and materials in progress for the above collateral.

Seller agrees that Seller is the owner of the personal property described above, that the personal property is free from all encumbrances and that Seller has the right to sell and convey the personal property to Buyer. Seller agrees to warrant and defend the sale of the personal property to Buyer against any and all persons who claim title to the personal property described above, subject only to the encumbrances listed above. This Bill of Sale shall bind the Seller and benefit the Buyer and their successors and assigns.

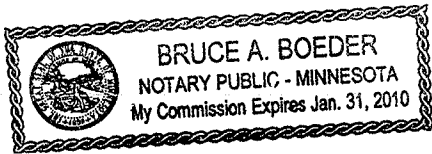
Date: April 27, 2005


ANCHOR BANK NATIONAL ASSOCIATION  
A National Banking Association

By:   
Donald K. Kleinschmidt  
Its: Vice President

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2005, by Donald K. Kleinschmidt, the Vice President of Anchor Bank National Association, a national banking association, on behalf of the association.



  
Notary Public

## AGREEMENT FOR VOLUNTARY SURRENDER OF COLLATERAL

THIS AGREEMENT (the "Agreement") is made and entered into this 27<sup>th</sup> day of April, 2005, by and between Solid Controls, Inc., a Minnesota corporation (the "Debtor"), and Anchor Bank National Association, a national banking association (the "Bank").

### RECITALS:

FIRST: Debtor and the Bank have entered into those certain Business Loan Agreement, Promissory Note, Commercial Security Agreement, Assignment of Life Insurance, and Trust Certificate as Collateral (the "Loan Agreements") as follows:

October 10, 2003	Loan No. 502027502	\$400,000.00
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and other documents delivered in connection therewith (collectively, the "Loan Documents"). As of April 27, 2005, the Debtor is indebted to the Bank under the terms and conditions of the Loan Documents principal in the amount of Two Hundred Forty-Eight Thousand Two Hundred Eighty-Seven and 55/100 Dollars (\$248,287.55), accrued interest in the amount of Four Thousand Five Hundred Seven and 10/100 Dollars (\$4,507.10), together with costs and expenses of collection including reasonable attorney's fees (the "Indebtedness").

SECOND: To secure repayment of all obligations of Debtor to the Bank, including without limitation the Indebtedness, the Bank holds, inter alia, a security interest in all equipment, inventory, contract rights, and general intangibles of the Debtor (the "Collateral").

THIRD: Debtor has defaulted in its obligations to the Bank under the Loan Documents and the Debtor and the Bank have determined that the Collateral is of a type that threatens to decline speedily in value and is of little value without Debtor's knowledge and expertise.

FOURTH: Debtor has represented to the Bank its belief that upon liquidation of the Collateral, it or the Bank would be unable to obtain in excess of one hundred percent (100%) of the book value of its inventory or in excess of one hundred percent (100%) of the face amount of the accounts of the Debtor. Debtor has further represented to the Bank its belief that upon liquidation of the Collateral, it is unlikely that the Bank would receive an amount in total in excess of Forty Thousand and no/100 Dollars (\$40,000.00) (the "Liquidation Value").

FIFTH: The Bank has the right to dispose of the collateral pursuant to Minn. Stat. §336.9-620 and wishes to both maximize its recovery from the Collateral and otherwise proceed in a commercially reasonable manner and in accordance with the provisions of the Uniform Commercial Code now in effect in the State of Minnesota.

NOW, THEREFORE, in consideration of the above recitals, as well as the covenants and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and Debtor agree as follows:

1. Surrender of Collateral, Insurance and Waiver of Rights.

- (a) At the time this Agreement is executed, the Debtor has voluntarily surrendered to the Bank all of the Collateral together with all of its right, title and interest therein. The Collateral will remain subject to the Bank's security interests.
- (b) Debtor shall deliver to the Bank all documents necessary to effectuate and facilitate Debtor's voluntary surrender of all of the Collateral to the Bank hereunder and shall take such action as the Bank may reasonably require to carry out the transfer of the Collateral contemplated in this Agreement, any disposition of all or any part thereof to a third party and any protection of the right, title or interest of the Bank therein.
- (c) Debtor waives and renounces any rights in or to the Collateral, including without limitation any right to redeem the Collateral and any right to further notice of the disposition thereof, whether under Minn. Stat. §336.9-611 or otherwise, Debtor acknowledges and agrees that the Collateral is declining speedily in value and that it will continue to do so unless the Bank immediately disposes of the Collateral.

2. Reduction of Indebtedness.

As consideration for this Agreement, the Indebtedness of Debtor to the Bank is hereby paid in full.

3. Representations, Warranties and Agreements of Debtor.

To induce the Bank to enter into this Agreement and to accept the voluntary surrender of all of Debtor's right, title and interest in and to the Collateral, Debtor represents and warrants the following to the Bank and agrees that:

- (a) Title To and Condition of Collateral. Debtor has good and marketable title to and owns the Collateral, free and clear of all security interests, liens or encumbrances other than those in favor of the Bank being foreclosed hereby and those set forth on Exhibit "A" attached hereto. The Bank has a valid, perfected, first priority security interest in all of the Collateral. In view of such valid, perfected security interest and lien on Debtor's assets, Debtor acknowledges that the voluntary surrender of the Collateral to the Bank under this Agreement will not result in the Bank receiving more than it would have received if there had been a case under Chapter 7 of the

Bankruptcy Code, the conveyance had not been made, and the Bank had received payment to the extent provided by the provisions of the Bankruptcy Code.

- (b) Fair Market Value. The Bank, by reducing the Indebtedness as provided herein, will have provided a full, fair, equivalent and adequate consideration to Debtor for the Collateral.
- (c) Residence/Principal Place of Business of Debtor and Location of Collateral. The address specified on Exhibit "A" attached hereto constitutes the "residence" or "principal place of business" of Debtor for purposes of all state or federal laws, statutes or regulations relating to the payments of or assessment for taxes of all types (and the reporting of income or filing of returns relating thereto).
- (d) Further Disposition. The Collateral will be disposed of by the Bank by private sale, and said private sale of the Collateral may be held by the Bank on any real property owned, occupied, leased or controlled by Debtor without charge to the Bank for use of such real property.
- (e) Books and Records. The Bank shall be entitled to reasonable access to the books and records of Debtor.
- (f) Consent. The Debtor acknowledges that it has executed this Agreement freely and voluntarily after it was reviewed and that the Debtor has been provided with ample opportunity to have this document reviewed by its legal counsel and has freely and voluntarily waived the same.

4. Mutual Covenants.

- (a) Effect of Surrender. The voluntary surrender of the Collateral by Debtor hereunder is intended to be, and shall constitute, a voluntary surrender of the same in connection with the Bank's foreclosure of its security interests in the Collateral. Debtor shall not have any right whatsoever to redeem or repurchase such Collateral, it being understood that Debtor reserves no rights whatsoever in connection with such voluntary surrender.
- (b) Amendments, Waivers, Etc.. No amendment, modification or waiver or any of the provisions of this Agreement shall be effective unless the same shall be in writing and signed by the Bank and Debtor, and then such waiver shall be effective only in the specific instance and for the specific purpose for which given.
- (c) The Bank's Covenant Not To Sue. In consideration of the Debtor's execution and delivery of this Agreement and full performance thereunder, the Bank hereby covenants for itself, its successors and assigns, that it will forever refrain from instituting, proceeding with, asserting or otherwise prosecuting against Debtor or any third party or their respective successors and assigns, any and all claims, demands, actions or causes of action at law or in equity whatsoever, whether accrued or

unaccrued, fixed or contingent, known or unknown, liquidated or unliquidated, for amounts accruing or payable under the Loan Documents, whether by claim, cross-claim, counterclaim, third-party claim or otherwise. The foregoing is intended to operate as a covenant not to sue in favor of the Debtor and such third parties and is not intended to release any third party from any liability whatsoever.

- (d) Debtor's Covenant Not To Sue. In consideration of the Bank's execution and delivery of this Agreement, the Debtor covenants for itself, its successors and assigns, that it will forever refrain from instituting, proceeding with, asserting or otherwise prosecuting against the Bank, its successors and assigns, any and all claims, demands, actions or causes of action at law or in equity whatsoever, whether accrued or unsecured, fixed or contingent, known or unknown, liquidated or unliquidated, for amounts accruing or payable under the Loan Documents, whether by claim, cross-claim, counterclaim, third-party claim or otherwise. The foregoing is intended to operate as a covenant not to sue in favor of the Bank and is not intended to release any third party from any liability whatsoever.

5. Miscellaneous.

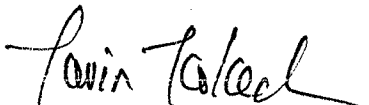
- (a) Survival of Representations and Warranties. Each and every representation and warranty made by Debtor in this Agreement shall survive the date hereof and shall be deemed to be made for the benefit of any purchaser acquiring all or any part of the Collateral from the Bank.
- (b) Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Minnesota.
- (c) Notices. Any notices or other communications required or permitted hereunder shall be in writing and shall be considered delivered in all aspects when it has been delivered by hand or mailed by certified mail, return receipt requested, first class postage prepaid, addressed to the addresses set forth on Exhibit "A" attached hereto or to such other address as Debtor may provide in writing.
- (d) Entire Agreement, Binding Effect. This instrument contains the entire agreement between the parties hereto with respect to the transactions contemplated herein, and shall be binding upon the parties hereto and their respective legal representatives, successors and assigns. There are no agreements or understandings between the parties other than those set forth herein or executed simultaneously herewith.
- (e) Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable in the State of Minnesota, the United States Federal District Court, United States Bankruptcy Court, or elsewhere, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision(s) shall be deemed modified to the extent necessary to render it valid and enforceable; and if no modification shall render it valid and enforceable, then the Agreement shall be construed as if not containing such



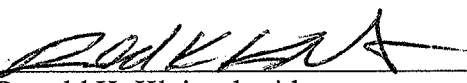
provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

- (f) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument.
- (g) Headings. Section and paragraph headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
- (h) Nature of Agreement. Notwithstanding the requirement of performance by any party subsequent to the date hereof, this Agreement shall constitute a binding contract for the surrender of the Collateral enforceable as between the parties hereto upon execution hereof, subject only to satisfaction of the terms set forth herein.
- (i) No Agency or Joint Venture. Neither the execution of this Agreement nor any action taken by parties hereto is intended to be, nor shall it be construed to be, the formation of any agency relationship, any partnership or joint venture. No party shall have the right to obligate or otherwise bind any other party hereunder. No third party beneficiary rights are created hereunder.
- (j) Rights of Third Parties. The parties hereto do not intend to create any rights in any third parties.

SOLID CONTROLS, INC.

By:   
Kevin Kokesh  
Its: Vice President

ANCHOR BANK NATIONAL ASSOCIATION

By:   
Donald K. Kleinschmidt  
Its: Vice President

**EXHIBIT "A"**

**TO**

**AGREEMENT FOR VOLUNTARY SURRENDER OF COLLATERAL**

1. Security interests, liens or encumbrances held by other than the Bank are the following:

<u>Secured Party</u>	<u>Address</u>	<u>Interest</u>
Principal Resources, LLC	5217 Wayzata Boulevard Suite 120 Minneapolis, MN 55416	Blanket
Kevin Kokesh	2155 Niagara Lane North Suite 110 Plymouth, MN 55447	Blanket

2. The principal place of business of the Debtor is:

2155 Niagara Lane North  
Suite 110  
Plymouth, MN 55447

3. The principal place of business of the Bank is:

ANCHOR BANK NATIONAL ASSOCIATION  
1055 Wayzata Boulevard East  
Wayzata, MN 55391