

8.9.00

To the Honorable Com  
Please record the attach



101480948

s  
of:

1. Name of Party(ies) conveying an Interest:

Edwards Systems Technology, Inc.

- Entity:  Individual(s)
- General Partnership
- Corporation-State: Delaware
- Merger
- Other: \_\_\_\_\_



2. Name and Address of Party(ies) receiving an interest:

GSBS Development Corporation  
700 Terrace Point Drive  
Muskegon, MI 49443-3301

- Entity:  Individual(s)
- General Partnership
- Corporation-State: Delaware
- Association
- Merger
- Other: \_\_\_\_\_

3. Interest Conveyed:

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other: \_\_\_\_\_

If not domiciled in U.S., a domestic representative designation is attached:

- Yes
- No

4. Application No. or Registration No. Additional sheet attached?  Yes  No

A. Trademark Application No.(s):

75-706,163; and 75-871,025.

B. Trademark Registration No.(s):

1,138,645; 318,385; 1,868,079; 1,638,958; 1,749,967; 1,185,574; 805,052; 278,382; 881,621; 806,314; 774,000; 737,072; 1,784,808; 518,319; 1,643,400; 1,656,443; 2,145,626; 590,791; 1,113,031; 828,484; 1,612,740; 2,217,527; 2,272,628; and 117,981

5. Name and Address of Party to Whom Correspondence concerning document should be mailed:

John H. Weber  
PEPPER HAMILTON LLP  
Hamilton Square  
600 Fourteenth Street, N.W.  
Washington, DC 20005-2004

6. Number of applications and registrations involved:

26

7. Amount of Fee Enclosed or Authorized to be Charged:

\$665.00

8. The Commissioner is hereby authorized to charge any deficiency in payment of the required fee(s) or credit any overpayment to Deposit Account No. 50-0436.

DO NOT USE THIS SPACE

9. Date of Execution of attached Document: July 31, 2000

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

\$ 7.00  
Date

John H. Weber

10/06/2000 MTHAI1 00000001 500436 75706163

01 FC:481 40.00 CH  
02 FC:102 61768 v1 (625.00 CH)

## ASSIGNMENT

**WHEREAS**, Edwards Systems Technology, Inc., a corporation duly organized and existing under the laws of the state of Connecticut, located at 700 Terrace Point Drive, Muskegon, Michigan 49443 (hereinafter "Assignor"), is the owner of the following trademarks and United States Patent and Trademark Office registrations therefor and/or applications to register same:

ADAPTABEACON reg. no. 1,138,645; ADAPTABEL reg. no. 318,385; ADAPTAHORN reg. no. 1,868,079; ADAPTALERT reg. no. 1,638,958; ADAPTALIGHT reg. no. 1,749,967; ADAPTATONE reg. no. 1,185,574; AUDIBELL reg. no. 805,052; BUZABEL reg. no. 278,382; DUOTRONIC reg. no. 881,621; DURABEL reg. no. 806,314; E (logo) reg. no. 774,000; E EDWARDS reg. no. 737,072; EST reg. no. 1,784,808; EDWARDS reg. no. 518,319; EDWARDS reg. no. 1,643,400; EDWARDS reg. no. 1,656,443; FIRE STATION PULL reg. no. 2,145,626; KEYNOTE reg. no. 590,791; LUMATONE reg. no. 1,113,031; MODUTONE reg. no. 828,484; PHONE-PAGE reg. no. 1,612,740; SIGNATURE SERIES reg. no. 2,217,527; SIGNAL SOLUTIONS 2,272,628; TELECODE reg. no. 117,981; SIGNAL SOLUTIONS appln no. 75-706,163; and FIREWORKS appln no. 75-871,025.

(hereinafter referred to collectively as "Assignor's Marks"); and

**WHEREAS**, GSBS Development Corporation, a corporation duly organized and existing under the laws of the state of Delaware, located at 700 Terrace Point Drive, Muskegon, Michigan 49443 (hereinafter "Assignee") is desirous of acquiring Assignor's Marks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, the entire right, title and interest in and to Assignor's Marks, and any and all United States Patent and Trademark Office registrations therefor and/or applications to register same as set forth herein, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration of the Assignor's Marks may be

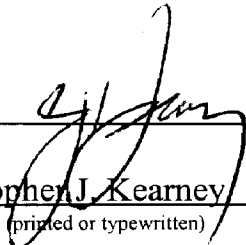
granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Assignor's Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

**IN TESTIMONY WHEREOF**, Assignor has caused it's name to be signed below, this

31st day of July, 2000.

EDWARDS SYSTEMS TECHNOLOGY, INC.

Signature:

  
\_\_\_\_\_  
Name: Christopher J. Kearney  
(printed or typewritten)  
Title: Vice President

Name:

Title: