

03-12-2002



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~~2-28-02~~

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

RECORDATION FORM COVER SHEET  
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non Recordation)
- Document ID#
- Correction of PTO Error
- Reel #  Frame #
- Corrective Document
- Reel #  Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/County

Zip Code

- Individual
  - General Partnership
  - Limited Partnership
  - Corporation
  - Association
  - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

03/11/2002  
01 FC:481

DBYRNE 00000229 1328183

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TRADEMARK  
REEL: 002458 FRAME: 0094

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
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| <input type="text" value="1,328,183"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                   | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                   | <input type="text"/> | <input type="text"/> |

**Number of Properties**

Enter the total number of properties involved.

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

(enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposition account are authorized, as indicated herein.*

Scott J. Slavick

2/8/02

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

FLEX-O-LITE, INC., a Delaware corporation ("Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER and DELIVER unto NATIONAL SIGNAL, INC., a California corporation ("Buyer"), its successors and assigns, all of Seller's right, title and interest in and to all patents, patent applications, trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names, copyrights, registered copyrights, copyright applications, listed on Schedule I, together with the goodwill appurtenant thereto (the "Intellectual Property").

TO HAVE AND TO HOLD, all and singular, full, indefeasible, merchantable, legal, equitable and beneficial title to the Intellectual Property to Buyer, its successors and assigns, to and for their own use forever, with full substitution and subrogation to all rights and actions of warranty, free and clear of all Liens.

Seller also assigns to Buyer all claims for past damages by reason of past infringement or misappropriation of any of the Intellectual Property, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Buyer's successors, assigns or other legal representatives.

Seller agrees that, at the request of Buyer, it will promptly take all action reasonably deemed necessary by Buyer to evidence, maintain, defend and/or perfect Buyer's ownership of the Intellectual Property, including without limitation providing testimony and executing documents reasonably deemed necessary by Buyer.

All of the terms and conditions contained in the Asset Purchase Agreement between Seller and Buyer dated as of January 14, 1997 (the "Agreement"), including the representations and warranties of Sellers with respect to the Intellectual Property, are incorporated herein by reference.

This Assignment of Intellectual Property is being executed and delivered by Seller as of the date set forth below pursuant to the terms of the Agreement.

IN WITNESS WHEREOF, Seller has caused this Assignment of Intellectual Property to be executed as of the 19 day of February, 1997.

FLEX-O-LITE, INC., a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
V.P. CFO

Schedule I

**Intellectual Property**

ARO-LITE  
Solar Pro  
Sun Up

U.S. Registration No. 1,328,183  
unregistered  
unregistered

501/017580-0001/3035467.X 02/19/97

-2-

RECORDED: 02/22/2002

TRADEMARK  
REEL: 002458 FRAME: 0097