

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Duncan Industries Parking Technologies, Inc.		06/20/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Duncan Parking Technologies, Inc.
Street Address:	Three Centennial Drive
Internal Address:	c/o Metapoint Partners
City:	Peabody
State/Country:	MASSACHUSETTS
Postal Code:	01960
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number
Registration Number:	750156
Registration Number:	966013
Registration Number:	1813581
Registration Number:	2280940
Registration Number:	2249564
Registration Number:	1596135
Registration Number:	623772

CORRESPONDENCE DATA

Fax Number: (617)951-8736

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

CH \$190.00 750156

Phone: 617-951-8000  
Email: eileen.sullivan@bingham.com  
Correspondent Name: Eileen Sullivan  
Address Line 1: 150 Federal Street  
Address Line 2: Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

DUNCANTRADEMARK

NAME OF SUBMITTER:

Eileen Sullivan

Total Attachments: 4

source=duncantrademark#page1.tif

source=duncantrademark#page2.tif

source=duncantrademark#page3.tif

source=duncantrademark#page4.tif

## **TRADEMARK ASSIGNMENT**

**THIS ASSIGNMENT OF TRADEMARK**, is entered into by and between Duncan Industries Parking Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware, having an address of 340 Industrial Park Road, Harrison, Arkansas 72601 ("Assignor"), and Duncan Parking Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware, having an address of c/o Metapoint Partners, Three Centennial Drive, Peabody, MA 01960 ("Assignee"), and is effective as of the last date of signature.

WHEREAS, Assignor has adopted, is using and is the owner of all right, title, interest, and goodwill in and to the trademarks, service marks, trade names, common-law marks, and other indicia of origin listed in the attached Schedule A (the "Marks");

WHEREAS, Assignor has entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") dated June 20, 2003 with Assignee;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, any registrations therefor, and all benefit of the Marks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

*[Remainder of Page Intentionally Left Blank]*

SCHEDULE A

Trademarks Owned by Duncan Industries Parking Control Systems Corp

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
VIP	750,156	5/28/1963
Duncan	966,013	8/14/1973
EAGLE	1,813,581	12/28/1993
Duncan Systems Integrate	2,280,940	9/28/1999
Duncan and Design	2,249,564	6/1/1999
Design only	1,596,135	5/15/1990
Fine-o-meter	623,772	3/27/1956

**DUNCAN INDUSTRIES PARKING  
CONTROL SYSTEMS CORP.**

“Assignor”

By: *L.R. Armstrong*  
Name: *Loren R. Armstrong*  
Title: *Vice President*

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

SUBSCRIBED AND SWORN to before me on this *20th* day of June, 2003,  
appeared *L.R. Armstrong* the person who signed this instrument, who acknowledged  
that he is the *Vice President* of Duncan Industries Parking Control Systems Corp. and  
that being duly authorized he signed such instrument as a free act on behalf of Duncan  
Industries Parking Control Systems Corp.

*Elizabeth T. Kelsen*  
Notary Public  
My Commission Expires: \_\_\_\_\_

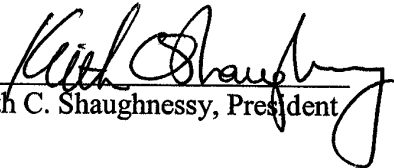
ELIZABETH T. KELSEN, NOTARY PUBLIC  
MY COMMISSION EXPIRES SEPTEMBER 26, 2008

BUSDOCS:1225981

TRADEMARK  
REEL: 002673 FRAME: 0477

The foregoing assignment by Duncan Industries Parking Control Systems Corp. to Duncan Parking Technologies, Inc. is hereby accepted as of the 24th day of June, 2003.

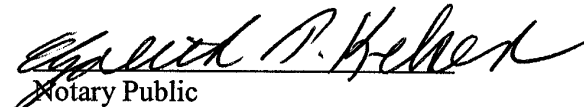
**DUNCAN PARKING  
TECHNOLOGIES, INC.**  
"Assignee"

By:   
Keith C. Shaughnessy, President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

SUBSCRIBED AND SWORN to before me on this 20th day of June, 2003, appeared Keith C. Shaughnessy, the person who signed this instrument, who acknowledged that he is the President of Duncan Parking Technologies, Inc. and that being duly authorized he signed such instrument as a free act on behalf of Duncan Parking Technologies, Inc.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

ELIZABETH T. KELSEN, NOTARY PUBLIC  
MY COMMISSION EXPIRES SEPTEMBER 26, 2008

BUSDOCS:1225981

RECORDED: 06/24/2003

TRADEMARK  
REEL: 002673 FRAME: 0478