

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Development Specialists, Inc.		05/15/2003	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	Abd El & Larson Holdings, LLC
Street Address:	48205 Warm Springs Blvd.
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94539
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1412082	IEM
Registration Number:	1413122	IEM
Registration Number:	2044999	I E M

CORRESPONDENCE DATA	
Fax Number:	(650)213-0260
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-812-1300
Email:	patrademarks@manatt.com
Correspondent Name:	Paul E. Thomas, Esq.
Address Line 1:	1001 Page Mill Road, Bldg. 2
Address Line 4:	Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	21992.612
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NAME OF SUBMITTER:	Mary Figone
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Total Attachments: 3
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CH \$90.00 1412082

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 15th day of MAY, 2003, ("Effective Date") by and between Development Specialists, Inc., an Illinois corporation, solely in its capacity as Assignee for the Benefit of Creditors of Industrial Electric Mfg. Inc., (hereinafter "Assignor"), and Abd El & Larson Holdings (hereinafter, "Assignee").

WHEREAS, Assignor owns, has adopted, has used, is using or intends to use the trademarks, service marks and logos identified in Schedule A attached hereto and made a part hereof, and owns all right, title and interest in, to and under the registrations and applications for registrations for such trademarks, service marks and logos (collectively, the "Marks"); and

WHEREAS, the parties have agreed that Assignor shall assign to Assignee and Assignee shall own and hold all right, title, and interest in, to and under the Marks, together with all goodwill associated therewith, and all common law rights therein.

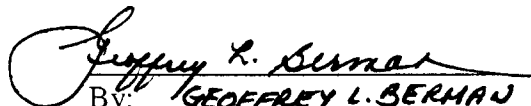
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

Assignor hereby sells, assigns, transfers to Assignee, all of its right, title, and interest, in and to said Marks, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

Assignor further agrees to execute or procure any further necessary assurance of title to the Marks; registrations and applications; and at any time, upon reasonable request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said Marks, registrations and applications in Assignee, its successors; assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, registrations, and applications, and any and all goodwill associated therewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer of this 14th day of MAY 2003.

Development Specialists, Inc., Solely
In its capacity as Assignee for the Benefit
of creditors of Industrial Electric Mfg, Inc.


By: GEOFFREY L. BERHAN
Title: VICE PRESIDENT

Schedule A

Trademark	Registration Number	Registration Date
IEM letters	No. 1,412,082	10/07/86
IEM logo	No. 1,413,122	10/14/86
IEM logo	No. 2,044,999	03/11/97
Application Pending for "CRITICAL LOAD TVSS" logo	Pending	Pending

