

05-16-2003



Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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RECORDED 102450352  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5.15.03  
Federal Signal Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: April 30, 2003

2. Name and address of receiving party(ies)

Name: Federal Sign, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 7501 South Quincy Drive

City: Willowbrook State: IL Zip: 60521

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Delaware

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0814194

1655994

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Todd Burkett

Internal Address: Leo & Brooks, LLC

Street Address: 200 Randolph Avenue, Suite 200

City: Huntsville State: AL Zip: 35801

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. 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.

Todd W. Burkett

Name of Person Signing

Todd W. Burkett

Signature

5/13/03

Date

4

Total number of pages including cover sheet, attachments, and document:

05/16/2003 BRYNE 00000017 0814194

01 FC:0521  
02 FC:0522

40.00  
25.00

All documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002733 FRAME: 0796**

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, dated as of April 30, 2003, is entered into by and between FEDERAL SIGNAL CORPORATION, a Delaware corporation ("Assignor") and FEDERAL SIGN, INC., a Delaware corporation ("Assignee").

### PRELIMINARY STATEMENT

Assignee is a party to the Asset Purchase Agreement dated as of December 30, 2002 (the "Agreement"), pursuant to which Assignee agreed to sell and assign certain Intellectual Property assets of Seller, including certain trademarks and to assign to Buyer its right, title and interest therein and all licenses therefor, together with all goodwill therein or associated therewith.

NOW, THEREFORE, in consideration of mutual promises herein contained in the respective representations, warranties, covenants and agreements enumerated in the Agreement and other good consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed in the Agreement.
2. **Assignment.** Assignor hereby assigns to Assignee all its right, title and interest in the trademarks described on the attached Schedule A ("Trademarks"), together with all goodwill therein or associated therewith. The present assignment includes all rights and interests associated with the Trademarks, including, without limitation, Assignor's common law rights and federal registration rights in the trademarks identified in Schedule A, the right to sue for past trademark infringement and the right to claim prior use of the Trademarks by Assignor as a basis for federal and/or state trademark registration or in connection with any infringement proceeding or claim of a third party with respect to any or all of the Trademarks. In addition, any continued use by Assignor of the Trademarks shall inure to the benefit of Assignee.
3. **Successors and Assigns.** This Assignment of Trademarks shall be binding upon Assignor and shall be to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Trademarks of the date first above written.

**ASSIGNOR:**

**FEDERAL SIGNAL CORPORATION**

By: Kim A. Wehrenberg (signature)  
Kim A. Wehrenberg (printed name)  
Vice President (title)

**ASSIGNEE:**

**FEDERAL SIGN, INC.**

By: Kim A. Wehrenberg (signature)  
Kim A. Wehrenberg (printed name)  
Vice President (title)

**Schedule A**

**Trademarks**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
FEDERAL	0814194	August 30, 1966
FEDERAL SIGN	1655994	September 10, 1991
FEDERAL MX (and Design)	2535775	February 5, 2002

**Schedule A**  
**Assignment from Federal Signal Corporation to Federal Sign, Inc.**

**Trademarks**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
FEDERAL	0814194	August 30, 1966
FEDERAL SIGN	1655994	September 10, 1991