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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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):

Jon Snyder, Inc., d/b/a JBS Technologies

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Ohio

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Trademark Agreement

Execution Date: 7/8/03

2. Name and address of receiving party(ies)

Name: JBS Technologies, LLC

Internal Address:

Street Address: 225 Technology Way

City: Steubenville State: OH Zip: 43952

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware limited liability company

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) 76/513294

B. Trademark Registration No.(s) n/a

Additional number(s) attached Yes No

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

Name: David L. McKee

Internal Address: Bodman, Longley & Dahling LLP

Refund Refs 08/08/2003 ECDOPER 0000129713

CHECK Refund Total: \$35.00 Street Address: 110 Miller, Suite 300

City: Ann Arbor State: MI Zip: 48104

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 200.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

ADDITIONAL FEES ONLY: 02-2880

DO NOT USE THIS SPACE

9. Signature.

David L. McKee Name of Person Signing

Signature

August 6, 2003 Date

Total number of pages including cover sheet, attachments, and document: 8

08/08/2003 ECDOPER 00000253 76513294

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

FC: 0321 FC: 0322

40.00 OP 125.00 OP

TRADEMARK REEL: 002798 FRAME: 0403

**Recordation Form Cover Sheet
Continuation of Section 4**

**Jon Snyder, Inc./JBS Technologies, LLC
Assignment of Trademarks**

A. Trademark Application Nos.:

| Serial No. | Mark |
|-------------------|-------------|
| 76/512134 | FIREHAWK |
| 76/512132 | PRESTIGE |
| 78/182015 | MAXIMUM |
| 78/182000 | MAGNUM |
| 78/181979 | MAGNUM |

TRADEMARK AGREEMENT

This Trademark License and Conditional Assignment, effective on the 8th day of July, 2003, is made and entered into between Jon Snyder, Inc., an Ohio corporation, having a principal place of business at 225 Technology Way, Steubenville, Ohio 43952 (hereinafter "Licensor"), and JBS Technologies, LLC, a Delaware limited liability company, also having a principal place of business at 225 Technology Way, Steubenville, Ohio 43952 (hereinafter "Licensee").

WHEREAS, this Trademark Agreement is entered into as part of a purchase of substantially all of the assets of Licensor by Licensee;

WHEREAS, Licensor is the owner of trademarks identified in the attachment hereto marked Exhibit A, and the associated trademark applications therefor (hereinafter "Licensed Marks");

WHEREAS, Licensor had and continues to have a bona fide intent to use the Licensed Marks in the United States and else-where in connection with the promotion, sale of the goods listed in the respectively associated trademark applications, namely, automobile security systems, namely anti-theft and burglar alarms for automobiles; internally mounted vehicular speakers and audio amplifiers; remote automobile starters; mobile video players and wiring and connectors therefore; and on-road and off-road motorbikes;

WHEREAS, Licensee desires an exclusive right to use, and Licensor desires to grant to Licensee the right to use the Licensed Marks in connection with the promotion and sale of goods to be rendered by Licensee; and

WHEREAS, Licensee desires to acquire the Licensed Mark and Licensor desires to assign the Licensed Mark to Licensee conditioned upon commencing use

of the Licensed Mark and the filing of an amendment under 15 U.S.C. Section 1051(c) or a verified statement of use under 15 U.S.C. Section 1051(d) by or on behalf of Licensor.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound, the parties hereby agree as follows:

1. Licensor hereby grants to Licensee an exclusive, irrevocable non-divisible, royalty-free, perpetual, worldwide license to use the Licensed Marks, and to enjoy the goodwill symbolized thereby in connection with the promotion and sale of automobile security systems, namely anti-theft and burglar alarms for automobiles, internally mounted vehicular speakers and audio amplifiers; remote automobile starters; mobile video players and wiring and connectors therefor, and on-road and off-road motorbikes.

2. Licensee shall have the right to assign, transfer, sub-license or otherwise encumber the license granted herein without prior written approval of Licensor.

3. Licensor shall assign and transfer to Licensee the rights, title and interests of each Licensed Mark upon commencing use of that Licensed Mark in connection with the goods listed in the respectively associated application by or on behalf of Licensor and the filing an amendment under 15 U.S.C. Section 1051(c) or a verified statement of use under 15 U.S.C. Section 1051(d) by or on behalf of Licensor. The license granted herein shall terminate upon the assignment and transfer from Licensor to Licensee of all rights, title and interests of the last remaining Licensed Mark listed on Exhibit A.

4. Licensee acknowledges that the continued maintenance of the significance and value of the Licensed Marks and their associated goodwill, the continued maintenance of the quality standards, and the merchandising of the products associated with the Licensed Marks are all essential elements of the license granted herein. Therefore, the quality, specifications, nature and all other aspects of the goods used in connection with the Licensed Marks and all media depicting the Licensed Marks shall at all times be subject to the complete control and approval of Licensor.

5. Licensee shall give Licensor notice of any known or presumed infringement of the Licensed Marks, and Licensee shall render Licensor full cooperation for the protection of the Licensed Marks. Licensor shall have the right, but not the duty, to bring or participate in any action it reasonably believes is necessary or beneficial to rights in the Licensed Marks. Should Licensor decide not to take any action against such known or presumed infringement, Licensee shall have the right, but not the duty, to bring or participate in any action it reasonably believes is necessary or beneficial to rights in the Licensed Marks, and Licensor shall render Licensee full cooperation for the protection of the Licensed Marks. The costs incurred and recoveries made in an action brought or participated in by Licensee shall be for the account of the Licensee.

6. In the event Licensee does not comply with any provisions of this Agreement and Licensor elects to give Licensee written notice of such noncompliance, Licensee shall have twenty (20) days from the receipt of such notice to remedy the non-compliance.

7. Licensor shall not indemnify or hold harmless Licensee against any claims, suits, loss or damage arising out of the use by Licensee of the Licensed Marks. Licensee agrees to indemnify Licensor and to defend Licensor against and

hold harmless Licensor from any claims, suits, liabilities, loss or damage (including without limitation, costs and expenses and reasonable attorneys' fees) by a third party arising out of Licensee's use of the Licensed Mark in connection with products licensed hereunder including any claims, suits, loss or damage arising out of alleged defects in Licensee's products.

8. Upon reasonable request by Licensor, Licensee shall provide access to its relevant records for inspection or auditing, for the purpose of permitting or assisting Licensor to determine compliance with the terms of this Agreement.

9. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants, or undertakings other than those contained in this Agreement, which represents the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof, and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights. No person, firm, group, or corporation other than Licensee and Licensor shall be deemed to have acquired any rights by reason of anything contained in this Agreement, except as provided in paragraphs 2 and 7.

10. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

11. The license granted herein is irrevocable and shall continue unless and until terminated in writing by either party, except as provided in paragraph 3.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio (exclusive of Ohio's conflict of laws principles).

14. In the event that any provision of this Agreement is deemed to be void and unenforceable, such provision shall be construed as having no effect, and the remainder of this Agreement shall remain otherwise enforceable.

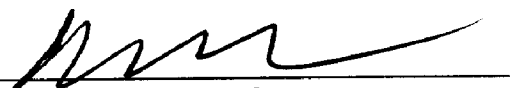
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LICENSOR:

LICENSEE:

JON SNYDER, INC.,
an Ohio Corporation

JBS Technologies, LLC
a Delaware Limited Liability Company

By: 
Name: Douglas Dan Snyder
Title: President
Date: 7/8/03


By: 
Name: Mark McCammon
Title: Managing Member
Date: 7/8/03

EXHIBIT A

| Mark | U.S. Application Serial No. | Filing Date |
|-------------|------------------------------------|--------------------|
| MAXIUM | 76/513,294 | May 12, 2003 |
| FIREHAWK | 76/512,134 | May 6, 2003 |
| PRESTIGE | 76/512,132 | May 6, 2003 |
| MAXIMUM | 78/182,015 | November 5, 2002 |
| MAGNUM | 78/182,000 | November 5, 2002 |
| MAGNUM | 78/181,979 | November 5, 2002 |