

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 |
| Transpo Electronics, Inc. | | 03/08/2004 | CORPORATION: FLORIDA |

| | |
|----------------------|----------------------------|
| RECEIVING PARTY DATA | |
| Name: | Wetherill Associates, Inc. |
| Street Address: | 1101 Enterprise Drive |
| City: | Royersford |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19468-4251 |
| Entity Type: | CORPORATION: DELAWARE |

| | | |
|---------------------------|---------|-----------|
| PROPERTY NUMBERS Total: 2 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 2578907 | TRANSPO |
| Registration Number: | 2576365 | TRANSPO |

| | |
|--|---------------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (215)979-1020 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 215-979-1191 |
| Email: | nkmclaughlin@duanemorris.com |
| Correspondent Name: | Duane Morris LLP |
| Address Line 1: | One Liberty Place |
| Address Line 2: | 36th Floor |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103-7396 |

| | |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | E0063-00015 |
|-------------------------|-------------|

| | |
|--------------------|----------------------|
| NAME OF SUBMITTER: | Nicole K. McLaughlin |
|--------------------|----------------------|

Total Attachments: 4
 source=Image001#page1.tif
 source=Image002#page1.tif

CH \$65.00 2578907

source=Image003#page1.tif
source=Image004#page1.tif

ASSIGNMENT OF TRADEMARKS

This Assignment, effective March 8, 2004, between the undersigned, **Transpo Electronics, Inc.**, a Florida corporation (the "Assignor"), and **Wetherill Associates, Inc.**, a Delaware corporation (the "Assignee"), transfers and assigns from Assignor to Assignee, for the United States, its territories and possessions, and worldwide, all right, title, and interest in and each of the trademarks, tradenames, service marks and domain names identified on Schedule A hereto (collectively, the "Marks").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in the United States of America and worldwide in and to the Marks, free and clear of all liens and encumbrances, together with all of the goodwill associated with and symbolized by such Marks, the applications and registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behoof of Assignee and its successors, assigns or other legal representatives and to prosecute such applications and registrations in the United States Patent and Trademark Office and other foreign trademark offices.

After the execution of this Trademark Assignment, at the request of the Assignee and without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW.]

SCHEDULE A

| <u>Mark</u> | <u>Country</u> | <u>Class</u> | <u>Reg. (Appl.) No.</u> | <u>Reg. (Appl.) Date</u> |
|--|-----------------------|---------------------|--------------------------------|---------------------------------|
| TRANSPO | U.S. | | 2,578,907 | 6/11/2002 |
| TRANSPO | Colombia | 9 | 260080 | 2/3/2003 |
| TRANSPO | Germany | 9 | 2 050 553 | 10/10/1992 |
| TRANSPO | Italy | 9 | 00653380 | 6/7/1995 |
| TRANSPO | U.K. | 9 | 1,514,818 | 10/5/1992 |
| TRANSPO and Design | U.S. | | 2,576,365 | 6/4/2002 |
| TRANSPO and Design | Colombia | 9 | 260081 | 2/3/2003 |
| TRANSPO ELECTRONICS | Florida | 19 | 920,930 | 6/22/1979 |
| TRANSPO ELECTRONICS CORPORATION T.E.C. | Peru | 9 | * | |

*Application filed. Pending receipt of certificate of registration by 4/7/04.

Unregistered Trademarks

| <u>Mark</u> | <u>Country</u> |
|--------------------|-----------------------|
| TEI SOLUTIONS | U.S. |

Internet Domain Names

www.transpo-usa.com

www.transpo.de

www.transpo-sha.cn

www.teisolutions.com