

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Industrial Technology, Inc.		03/30/2004	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Tempo Research Corporation		
Street Address:	1390 Aspen Way		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76356689	DISCRIMINATOR	
CORRESPONDENCE DATA			
Fax Number:	(858)509-4010		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(858) 509-4006		
Email:	gholley@pillsburywinthrop.com		
Correspondent Name:	Gabrielle A. Holley		
Address Line 1:	11682 El Camino Real		
Address Line 2:	Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	83277.305518		
NAME OF SUBMITTER:	Gabrielle A. Holley		
Total Attachments: 2			
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, Industrial Technology, Inc., a Texas corporation, ("Assignor") is the owner of the following trademark application (the "Application") in the U.S. Patent and Trademark Office, and the goodwill associated therewith (the "Mark"):

<u>TRADEMARK</u>	<u>APPL. NO.</u>
DISCRIMINATOR	76/356,689

WHEREAS, Assignor merged into Tempo Research Corporation, a Delaware corporation ("Assignee").

WHEREAS, pursuant to and as set forth in the Agreement of Merger between Assignor and Assignee dated December 16, 2002, Assignor assigns the Application and Mark to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign unto Assignee, all right, title and interest in and to the Application and the Mark, together with any common law rights and the goodwill of the business symbolized therewith, as well as the right (but not the obligation) to assert the Application and the Mark and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.
2. The portion of Assignor's business to which the Application and Mark pertain is an ongoing and existing business.
3. Assignee is the successor to the portion of Assignor's business to which the Application and Mark pertain.

4. This document may be executed in two counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

Dated: March 30, 2004

INDUSTRIAL TECHNOLOGY, INC.

By: Lawrence J. O'Connell

Name: Lawrence J. O'Connell

Title: Vice President

TEMPO RESEARCH CORPORATION

By: Steven Wein

Name: STEVEN WEIN

Title: VICE PRESIDENT