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Form PTO-1594

(Rev. 10/02)

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Tab settings

OFFICE



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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):

Acton Mobile Industries, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois
- 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: 08/22/2003

2. Name and address of receiving party(ies)

Name: New Acton Mobile Industries LLC

Internal

Address: _____

Street Address: P.O. Box 8009

City: Elburn State: Illinois 60119

- 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)

B. Trademark Registration No.(s)

1,003,211

Additional number(s) attached Yes No

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

Name: Tracy A. Bacigalupo

Internal Address: _____

Piper Rudnick LLP

Street Address: _____

6225 Smith Avenue

City: Baltimore State: MD Zip: 21209

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Tracy A. Bacigalupo

Name of Person Signing

Signature

09/23/2003

Date

5

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

09/29/2003 LMUELLER 00000013 1003211

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

01 FC:8521

40.00 OP

TRADEMARK
REEL: 002833 FRAME: 0716

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into on this 22nd day of August, 2003, by Acton Mobile Industries, Inc., an Illinois corporation (the "Assignor"), to and for the benefit of New Acton Mobile Industries LLC, a Delaware limited liability company (the "Assignee").

Preliminary Statements:

WHEREAS, the Assignee and the Assignor, together with William S. Yeaman, Jr. and, for the limited purposes set forth therein, Hampshire Equity Partners III, L.P., Great Southern Enterprises, Inc. and Barry P. Gossett have entered into an Asset Purchase Agreement, dated as of June 24, 2003 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell, assign, grant, transfer, convey and set over to the Assignee the Purchased Assets and, in connection with such sale and transfer, the Assignee has agreed to assume the Assumed Liabilities;

WHEREAS, the Purchased Assets include all of the Assignor's right, title and interest in and to the Intellectual Property (as defined in the Purchase Agreement), including, without limitation, the Intellectual Property described on Exhibit A attached hereto; and

WHEREAS, in order to facilitate the transfer and assignment of the Intellectual Property, the Assignor has agreed to execute, and deliver to the Assignee, this Assignment.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, intending to be legally bound, hereby makes the following agreements, covenants and promises for the benefit of the Assignee:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings given them in the Purchase Agreement.

2. Assignment. The Assignor does hereby sell, assign, grant, transfer, convey and set over to and for the Assignee all of the Assignor's right, title and interest in and to the Intellectual Property, including, without limitation, the Intellectual Property described on Exhibit A attached hereto, together with the goodwill associated therewith, including any causes of action and rights to profits and damages, due or accrued, relating to the foregoing, and the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilutions.

3. No Effect on Purchase Agreement. Nothing contained herein shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the Purchase Agreement, each of which is hereby incorporated herein by this reference. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail.

4. Further Assurances. The Assignor hereby covenants that at any time and from time to time after the date hereof, it shall, upon the written request of the Assignee, promptly execute and deliver, or cause to be executed and delivered to the Assignee, all such other documents as the Assignee may reasonably request in order to carry out or evidence the terms of this Assignment.

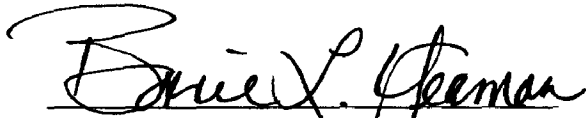
5. Successors and Assigns. All of the terms and provisions of this Assignment shall remain in full force and effect until the obligations of the Assignor hereunder have been fully satisfied and discharged, shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Assignee and its successors, transferees and assigns. The Assignor may not assign this Assignment or any of its obligations hereunder without the prior written consent of the Assignee.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first above written.

ACTON MOBILE INDUSTRIES, INC.


Bonnie L. Yeaman, Secretary

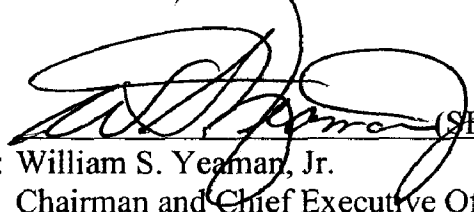
By:  (SEAL)
Name: William S. Yeaman, Jr.
Title: Chairman and Chief Executive Officer

EXHIBIT A

INTELLECTUAL PROPERTY

REGISTERED TRADEMARKS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>	<u>Date of Renewal</u>
United States	"AMI" logo*	1,003,211	January 28, 1975	January 28, 1995

TRADEMARKS, TRADE NAMES AND TRADE DRESS

1. Acton Mobile Industries, Inc.
2. Acton Mobile Industries
3. AMI
4. Any variations of the trademarks, trade names or trade dress listed above in 1-3.

DOMAIN NAMES

actonmobile.com

LICENSES

<u>Name of Document</u>	<u>Date of Document</u>	<u>Licensor</u>	<u>Term</u>	<u>Licensed Intellectual Property</u>
End User License Agreement		MicroSoft	The earlier of licensee's termination of use of software or termination by MicroSoft	a. MicroSoft Office 2000 Professional (25 licenses) b. MicroSoft Office XP Professional (6 licenses) c. MicroSoft Windows ME (4 licenses) d. MicroSoft Office 2000 Small Business (3 licenses) e. MicroSoft Office Streets and Trip 2001 (3 licenses)

* See attached.