

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kobishi America, Inc.		09/24/2004	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Potter Electric Signal Company
<b>Street Address:</b>	2801 Craig Road
<b>Internal Address:</b>	P.O. Box 28480
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63146
<b>Entity Type:</b>	CORPORATION: MISSOURI

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1102018	AMSECO
Registration Number:	2288992	SELECT-A-HORN/STROBE
Registration Number:	2292661	SELECT-A-STROBE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)698-2168
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-861-8686
<b>Email:</b>	lisa.parker.gates@bakernet.com
<b>Correspondent Name:</b>	Lisa Parker Gates
<b>Address Line 1:</b>	130 E. Randolph Drive
<b>Address Line 2:</b>	Suite 3500
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601

<b>NAME OF SUBMITTER:</b>	Lisa Parker Gates
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Total Attachments: 3  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of September 24, 2004 by Kobishi America, Inc., a California corporation ("Assignor") to Potter Electric Signal Company, a Missouri corporation ("Assignee").

**WHEREAS**, Assignor and Assignee have entered into an agreement, whereby Assignor sold certain assets to Assignee (the "Purchase Agreement");

**WHEREAS**, Assignor owns all right, title, and interest in and to the trademarks, service marks, brand names, trade dress, trade names, internet domain names, and other indications of origin set forth in Exhibit A hereto (the "Assigned Marks"); and

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and to the Assigned Marks together with the goodwill of the business in connection with which the Assigned Marks are used.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

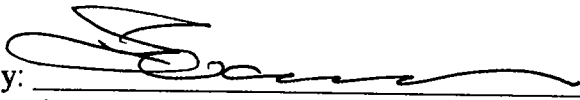
1. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all right, title, and interest in and to the Assigned Marks, including all registrations thereof and applications for registration thereof throughout the world, together with the goodwill of the business in connection with which the Assigned Marks are used.
2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to Assignor of any of the rights granted herein to Assignee hereunder, and no such rights shall revert to Assignor upon Assignee's failure to use an Assigned Mark in any given year.
3. Assignor expressly acknowledges that henceforth Assignee is the exclusive owner of the Assigned Marks and the goodwill they represent.
4. Assignor agrees to take such further action and to execute such additional documents as may be necessary to perfect Assignee's title in and to the Assigned Marks.
5. Assignor hereby warrants, covenants and represents to Assignee that: (a) there has been no abandonment of any of the Assigned IP from their respective dates of first use to the date of this Assignment; (b) Assignor is the lawful owner of the Assigned IP; (c) Assignor has the full right to assign the entire rights, title and interest in and to the Assigned IP; and (d) Assignor has not executed and will not execute any agreement or other instrument in conflict with this Assignment.
6. Assignor further covenants that Assignor will execute and deliver, from time to time after the date hereof upon the request of Assignee, such further documents, papers, forms, and authorizations, and will take all other actions that may be necessary for securing, completing, or vesting in Assignee all right, title, and interest in and to the Assigned

Marks, to the fullest extent possible. In addition, Assignor shall provide to Assignee and its successors, assigns, and legal representatives cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, and other documentation as may be reasonably required) in the prosecution of defense of any cancellation proceeding, infringement suit, or other proceeding that may arise in connection with any of the rights assigned herein, including without limitation testifying as to any facts relating to the rights assigned herein and to this Assignment.

7. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all right, title, and standing to (a) receive all rights and benefits pertaining to the Assigned Marks, (b) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Assigned Marks, and (c) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.
8. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

**IN WITNESS WHEREOF**, authorized representatives of the parties have executed this Assignment on the date first written above.

KOBISHI AMERICA, INC.

By:   
Yutaka Odawara  
President

POTTER ELECTRIC SIGNAL COMPANY

By:   
Bernard J. Lears  
President and Chief Executive Officer

**EXHIBIT A**

**TRADEMARKS**

AMSECO – U.S. Reg. No. 1,102,018

SELECT-A-HORN/STROBE – Canadian Reg. No. TMA537,628

SELECT-A-HORN/STROBE – U.S. Reg. No. 2,288,992

SELECT-A-STROBE – Canadian Reg. No. TMA537,627

SELECT-A-STROBE – U.S. Reg. No. 2,292,661

**TRADE NAMES**

American Sec Equip Co

Amseco