

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRECO ELECTRONICS, INC.		03/12/2003	CORPORATION: IDAHO
RECEIVING PARTY DATA			
Name:	COMERICA BANK, successor by merger to Comerica Bank-California		
Street Address:	2321 ROSECRANS AVE		
Internal Address:	SUITE 5000		
City:	EL SEGUNDO		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Michigan banking corporation:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76566151	PRECISE	
Serial Number:	76566150	PRECO	
Serial Number:	76566199	PREMIER	
Serial Number:	76566198		
CORRESPONDENCE DATA			
Fax Number:	(858)677-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-638-6717		
Email:	Erin.O'Brien@dlapiper.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	4365 Executive Drive		
Address Line 2:	SUITE 1100		
Address Line 4:	san diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$115.00 76566151

Signature:	/Erin O'Brien/
Date:	03/01/2005
Total Attachments: 6 source=preco#page1.tif source=preco#page2.tif source=preco#page3.tif source=preco#page4.tif source=preco#page5.tif source=preco#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 12, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and PRECO ELECTRONICS, INC., an Idaho corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PRECO ELECTRONICS, INC.

Address of Grantor:

415 N. Maple Grove
Boise, Idaho 83704

Attn: Chief Executive Officer

By: *Ryan P. Custer*
Title: EVP & CFO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PRECO ELECTRONICS, INC.

Address of Grantor:

415 N. Maple Grove
Boise, Idaho 83704

Attn: Chief Executive Officer

By: _____

Title: _____

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By:  _____

Title: V.P. _____

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Intelligent strobe system for vehicle applications	6,014,596	01/11/00
Method and apparatus for driving a self-resonant acoustic transducer	5,596,311	01/21/97
Wireless communications system – tractor/trailer	10/430,553	11/11/04

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PRECO	76/362,551	1/25/2002
BAC-A-LARM	2,609,204	8/20/2002
PREVIEW	76/221,756	3/7/2001
PRECO	1,197,900	06/15/82
HUB-A-LARM	1,102,065	09/12/78
PREMIER	76/566,199	12/19/03
(DESIGN ONLY)	76/566,198	12/19/03
PRECISE	76/566,151	12/19/03
PRECO (AND DESIGN)	76/566,150	12/19/03