

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
Stemco Delaware LP		03/18/2005	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Stemco LP		
Street Address:	300 East Industrial Boulevard		
City:	Longview		
State/Country:	TEXAS		
Postal Code:	75606		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78521744	BAT RF	
Serial Number:	78528479	AIRTRAC	
CORRESPONDENCE DATA			
Fax Number:	(336)607-7500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	336-607-7308		
Email:	wstrademarks@kilpatrickstockton.com		
Correspondent Name:	Andrew Roppel, Esq.		
Address Line 1:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
NAME OF SUBMITTER:	Andrew Roppel		
Signature:	/Andrew Roppel/		
Date:	05/20/2005		

OP \$65.00 78521744

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Stemco Delaware LP, a Delaware limited partnership having a principal place of business at 300 East Industrial Boulevard, Longview, Texas 75606 (hereinafter, "ASSIGNOR"), has intended, and currently intends, to use in commerce the trademarks AIRTRAC and BAT RF (hereinafter, the "Marks") and has filed Application Serial Nos. 78/528,479 and 78,521,744 (the "Applications") in the United States Patent and Trademark Office indicating that intention, but has not yet filed allegations of use under Sections 1(c) or 1(d) of the Trademark Act for the Applications;

WHEREAS, Stemco LP, a Texas limited partnership having a principal place of business at 300 East Industrial Boulevard, Longview, Texas 75606 (hereinafter, "ASSIGNEE"), is desirous of acquiring said Marks and the Applications as successor to the ongoing and existing business or portion thereof to which the Marks pertain;

WHEREAS, this Trademark Assignment is proposed in furtherance of the Asset Purchase Agreement, effective January 1, 2005, entered into by ASSIGNOR and ASSIGNEE, wherein ASSIGNOR agrees to sell, transfer, convey, assign, and deliver to ASSIGNEE all Purchased Assets, as defined therein, including the Marks and the Applications.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, conveys, and transfers unto ASSIGNEE the entire right, title, and interest in and to the Marks and the Applications, together with the goodwill of the business symbolized thereby as successor to the ongoing and existing business or portion thereof to which the Marks pertain, and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and legal representative. This Trademark Assignment is expressly made *nunc pro tunc*, effective January 1, 2005.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Stemco Delaware LP (a Delaware limited partnership) has caused this Trademark Assignment to be executed by the undersigned authorized representative.

STEMCO DELAWARE LP

By: *John R. Mayo*

Printed Name: John R. Mayo

Title: President

State of NC

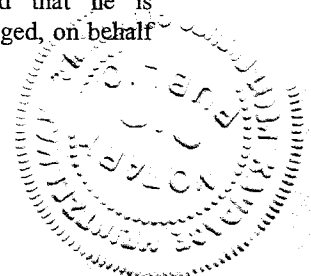
County of MECKLENBURG

I, KANDACE HEINTZELMAN, a Notary Public for said County and State, do hereby certify that JOHN R. MAYO personally came before me this day and acknowledged that he is PRESIDENT of Stemco Delaware LP, a Delaware limited partnership, and acknowledged, on behalf of Stemco Delaware LP (Delaware), the due execution of the foregoing instrument.

Witness my hand and official seal, this the 18th day of MARCH, A.D. 2005.

Kandace Heintzel
Notary Public

My Commission Expires November 1, 2006



IN WITNESS WHEREOF, Stemco LP (a Texas limited partnership) has caused this Trademark Assignment to be executed by the undersigned authorized representative.

STEMCO LP

By: *Richard L. Magee*

Printed Name: Richard L. Magee

Title: Vice President

State of NC

County of MECKLENBURG

I, KANDACE HEINTZELMAN, a Notary Public for said County and State, do hereby certify that RICHARD L. MAGEE personally came before me this day and acknowledged that he is VICE PRESIDENT of Stemco LP, a Texas limited partnership, and acknowledged, on behalf of Stemco LP (Texas), the due execution of the foregoing instrument.

Witness my hand and official seal, this the 18th day of MARCH, A.D. 2005.

Kandace Heintzel
Notary Public

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My Commission Expires November 1, 2006

