

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Northern Trust Company		04/20/2005	Illinois Banking Corporation:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LaSalle Bank National Association
<b>Street Address:</b>	135 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Serial Number:	78450713	BARRACUDA
Registration Number:	1126712	G-R-E-A-T
Registration Number:	1366317	HEX-FOAM
Registration Number:	1421723	ALPHA 1000 TMA
Registration Number:	1700568	MP-3
Registration Number:	1043547	ENERGITE
Registration Number:	1685732	BRAKEMASTER
Registration Number:	1826896	ALPHA 2001 MD TMA
Registration Number:	1766660	DURASHELL
Registration Number:	1733018	CERTIFIED LIFESAVER
Registration Number:	1796352	CERTIFIED LIFESAVER
Registration Number:	1800112	TRITON BARRIER
Registration Number:	1881398	ALPHA 60 MD
Registration Number:	1861513	BARRIERGATE

**CH \$915.00 78450713**

Registration Number:	1997325	N-E-A-T
Registration Number:	1021549	SAFETY-FLEX
Registration Number:	1029308	WORKING WITH IDEAS...MAKING IDEAS WORK
Registration Number:	1040139	HI-DRO CUSHION
Registration Number:	1045858	ENERGY ABSORPTION SYSTEMS, INC.
Registration Number:	2062308	QUADGUARD
Registration Number:	2585145	REGENT
Registration Number:	2369286	QUADTREND
Registration Number:	2394331	SAFE-STOP TMA
Registration Number:	2420973	CUSHIONWALL
Registration Number:	2508884	ALPHA 70K TMA
Registration Number:	2440658	ALPHA 100K TMA
Registration Number:	2766342	FREEZEFREE
Registration Number:	2858466	STOPGATE
Registration Number:	2701011	EASI-CELL
Registration Number:	2465358	DURA-POST
Serial Number:	76603296	SLED
Serial Number:	76385403	SENSIT
Serial Number:	76438844	MAKING THE WORLD A SAFER PLACE TO TRAVEL
Serial Number:	78226878	FAST BRAKE
Serial Number:	78226838	KONAPOST
Serial Number:	78379379	VULCAN

**CORRESPONDENCE DATA**

Fax Number: (312)236-8176  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3122368500  
Email: akolomayets@cammcm.com  
Correspondent Name: Andrew G. Kolomayets  
Address Line 1: 200 West Adams Street  
Address Line 2: Suite 2850  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Andrew G. Kolomayets
Signature:	/Andrew G. Kolomayets/
Date:	06/10/2005

**Total Attachments: 7**

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**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(TRADEMARK SECURITY AGREEMENT)**

This Assignment and Assumption Agreement is made and entered into as of this 20th day of April, 2005 by and between The Northern Trust Company, an Illinois banking corporation, as Agent for the benefit of Lenders under that certain Existing Credit Agreement (as defined herein) ("Northern") and LaSalle Bank National Association, a national banking association ("LaSalle").

RECITALS:

A. Quixote Corporation (the "Borrower"), Northern, individually and as Administrative Agent for certain Lenders, including without limitation, LaSalle ("Existing Lenders") entered into and are parties to that certain Credit Agreement, dated as of May 16, 2003, as amended by a First Amendment, dated as of December 9, 2003; by a Second Amendment, dated as of June 30, 2004; by a Third Amendment, dated as of September 10, 2004 and a Fourth Amendment dated as of February 9, 2005 ("Existing Credit Agreement"), pursuant to which the Existing Lenders have made, (i) Revolving Loans to the Borrower evidenced by certain Revolving Notes, dated as of September 10, 2004, in the maximum aggregate principal amount of Thirty Eight Million Dollars and 00/100 (\$38,000,000), executed by the Borrower and made payable pro rata to the order of the Existing Lenders (the "Revolving Notes") and (ii) Term Loans to the Borrower evidenced by certain Term Notes, dated as of May 16, 2003, in the aggregate original principal amount of Twenty Million Dollars and 00/100 (\$20,000,000), executed by the Borrower and made payable pro rata to the order of the Existing Lenders (the "Term Notes").

B. The Borrower, as of February 9, 2005, issued \$40,000,000 Convertible Senior Subordinated Notes, due February 15, 2025 (the "New Subordinated Notes"), the proceeds of which New Subordinated Notes (i) repaid in full Borrowers' obligations on the Term Loans and Term Notes and terminated the Existing Lender's Term Loan Commitment as defined in the Existing Credit Agreement and (ii) repaid a portion of the outstanding Revolving Loans thereunder.

C. Northern has agreed to resign as Administrative Agent under the Existing Credit Agreement and the Existing Lenders (including Northern) have agreed to sell to LaSalle their outstanding pro rata share of the Revolving Loans and to assign to LaSalle their rights and obligations under the Existing Credit Agreement.

D. LaSalle and Borrower have agreed to amend and restate the terms of the Existing Credit Agreement as amended by the Amended and Restated Credit Agreement, dated as of the date hereof (the "Amended and Restated Credit Agreement").

E. Northern, as Agent for the Existing Lenders to the Existing Credit Agreement, effective upon its resignation as Agent and its assignment of its pro rata share of the Revolving Loan Commitment and Revolving Loans under the Existing Credit Agreement, shall assign all of its right title and interest in certain Trademarks pledged as collateral, as defined, in and subject to the terms of that certain Trademark Security Agreement, dated as of September 10, 2004, between Energy Absorption Systems, Inc., as Pledgor, and Northern, as the Pledgee, as defined therein, (the " Trademark Security Agreement").

**WITNESSETH:**

**NOW, THEREFORE**, pursuant to the provisions of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment and Assumption. Northern hereby assigns and conveys to LaSalle, its successors and assigns all right, title and interest of Northern, as Agent for the Existing Lenders, in and to the Trademark Security Agreement and collateral secured thereby. LaSalle hereby accepts the assignment and assumption of the foregoing Trademark Security Agreement, and agrees that LaSalle or its successors or assigns will assume and perform the unperformed and partially performed obligations, liabilities and duties of Northern thereunder in accordance with the terms hereof and thereof. Northern hereby covenants and agrees, upon request of LaSalle or the successors or assigns of either of them, to execute and deliver to LaSalle or the successors or assigns of either of them such other and further assignment, documents or instruments of assignment and transfer and to do such actions, supplemental or confirmatory, as may be required by LaSalle or the successors or assigns of either of them in connection with the transfer of Northern's rights, title and interests pursuant to the foregoing Trademark Security Agreement, and to otherwise fulfill and discharge the obligations of assignment and transfer of the Trademark Security Agreement to LaSalle under the terms of this Agreement.

2. Miscellaneous.

(A) This Assignment and Assumption Agreement shall be governed by the internal laws of the State of Illinois.

(B) This Assignment and Assumption Agreement shall be effective when executed by the parties hereto and accepted by LaSalle.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment, Assumption and Amendment Agreement this 20<sup>th</sup> day of April, 2005.

**THE NORTHERN  
TRUST COMPANY, as Agent**

By: Erin Sullivan  
Name: Erin Sullivan  
Title: Vice President

Accepted and Agreed to this  
20<sup>th</sup> day of April, 2005.

**LASALLE BANK NATIONAL  
ASSOCIATION**

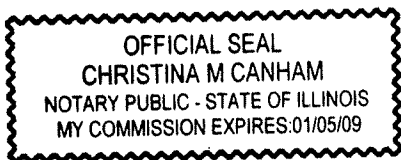
By: Stephanie Kline  
Name: Stephanie Kline  
Title: Vice President

STATE OF ILLINOIS            )  
                                          :  
COOK COUNTY                    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephanie Kline, whose name as Vice President of LaSalle Bank National Association, an Illinois banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 20<sup>th</sup> day of April, 2005.

[ NOTARIAL SEAL ]



Christina M. Canham  
Notary Public

Print Name: Christina M. Canham

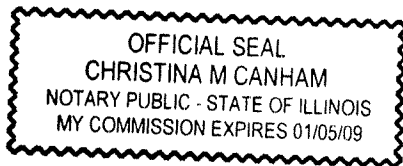
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS            )  
                                          :  
COOK COUNTY                    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Erin Sullivan, whose name as Vice President of The Northern Trust Company, an Illinois banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 20<sup>th</sup> day of April, 2005.

[ NOTARIAL SEAL ]



Christina M. Canham  
Notary Public

Print Name: Christina M. Canham

My Commission Expires: \_\_\_\_\_