

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
DesignTech International, Inc.		06/17/2005	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Hopkins Manufacturing Corporation		
Street Address:	428 Peyton		
City:	Emporia		
State/Country:	KANSAS		
Postal Code:	60801		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1593886	BACKUP ALERT	
Registration Number:	1972237	LIGHTS ON!	
Registration Number:	2791274	BACK-UP ALERT	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8055		
Email:	julie.tamburo@bingham.com		
Correspondent Name:	Julie Tamburo		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	150 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Julie Tamburo		
Signature:	/Julie Tamburo/		

OP \$90.00 1593886

Date:

06/28/2005

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

WHEREAS, DesignTech International, Inc., a corporation organized and existing under the laws of the State of Virginia, having a place of business at 7955 Cameron Brown Court, Springfield, Virginia 22153 (the "Parent"), has adopted, used and is using the trademarks (the "Marks") identified on Schedule A attached hereto, and is the owner of the registrations and applications of such Marks in the United States Patent and Trademark Office identified on such Schedule A;

WHEREAS, Hopkins Manufacturing Corporation, a corporation organized and existing under the laws of the State of Kansas, having a place of business at 428 Peyton, Emporia, Kansas 60801 (the "Buyer"), is desirous of acquiring the Marks and the registrations thereof; and

WHEREAS, nothing contained in this Assignment of Trademarks and Trademark Applications shall expand, reduce or otherwise affect the indemnification rights of the parties under the Asset Purchase Agreement, dated as of June 17, 2005 (the "Asset Purchase Agreement"), by and among DesignTech International, LLC, a Virginia limited liability company, the Buyer, the Parent and Mark Gottlieb. In the event of a conflict between this Assignment of Trademarks and Trademark Applications and the Asset Purchase Agreement, the Asset Purchase Agreement shall control;

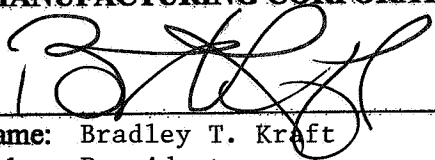
NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parent does hereby assign, sell and transfer unto the Buyer all of Parent's right, title and interest in and to the Marks, together with (i) the registrations and applications of the Marks, (ii) the Parent's goodwill of the business symbolized by and associated with the Marks and the registrations and applications thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations and applications thereof or such associated goodwill.

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The foregoing assignment of the Marks and the registrations and applications thereof by the Seller to the Buyer is hereby accepted as of the 17th day of June, 2005.

HOPKINS MANUFACTURING CORPORATION

By: _____


Name: Bradley T. Kraft

Title: President

[Signature page for Assignment of Trademarks]

Trademarks and Trademark Registrations

<u>Title</u>	<u>Registration No.</u>	<u>Issue Date</u>
Backup Alert	1,593,886	May 1, 1990
Lights On!	1,972,237	May 7, 1996
Back-up Alert	2,791,274	December 9, 2003

Trademark Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		