

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Name of ASSIGNOR previously recorded on Reel 003112 Frame 0422. Assignor(s) hereby confirms the Assignment of Entire Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Designtech International, LLC		06/17/2005	LIMITED LIABILITY COMPANY: 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: (816)474-9057
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 816-474-9050
Email: vbs@hoveywilliams.com
Correspondent Name: Thomas B. Luebbering
Address Line 1: 2405 Grand Blvd., Suite 400
Address Line 4: Kansas City, MISSOURI 64108

ATTORNEY DOCKET NUMBER:	1680.211
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CH \$90.00 1593886

NAME OF SUBMITTER:	Thomas B. Luebbering
Signature:	/tbl/
Date:	11/30/2005

Total Attachments: 10

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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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

TRADEMARK
 REEL: 003112 FRAME: 0422

Date:

06/28/2005

Total Attachments: 4

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TRADEMARK
REEL: 003112 FRAME: 0423

TRADEMARK
REEL: 003201 FRAME: 0526

Execution Copy

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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TRADEMARK
REEL: 003112 FRAME: 0424

TRADEMARK
REEL: 003201 FRAME: 0527

IN WITNESS WHEREOF, the Parent, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 17th day of June, 2005.

DESIGNTECH INTERNATIONAL, INC.

By: Mark Gottlieb
Name: MARK Gottlieb
Title: President

COMMONWEALTH OR STATE OF Maryland)
COUNTY OF Montgomery) ss.

On this 17th day of June, 2005, before me appeared Mark Gottlieb, the person who signed this instrument, who acknowledged that he is the President of DesignTech International, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said company.

Meena Y. P.
Notary Public

[Seal]

My commission expires: 11/6/07

The foregoing assignment of the Marks and the registrations and applications thereof by the Seller to the Buyer is hereby accepted as of the 11th day of June, 2005.

HOPKINS MANUFACTURING CORPORATION

By: 

Name: Bradley T. Kraft
Title: President

[Signature page for Assignment of Trademarks]

TRADEMARK
REEL: 003112 FRAME: 0426

TRADEMARK
REEL: 003201 FRAME: 0529

Schedule A

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		

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RECORDED: 06/28/2005

TRADEMARK
REEL: 003112 FRAME: 0427

TRADEMARK
REEL: 003201 FRAME: 0530

ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

WHEREAS, DesignTech International, LLC, a limited liability company 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 "Seller"), 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 __, 2005 (the "Asset Purchase Agreement"), by and among the Seller, the Buyer, DesignTech International, Inc., a Virginia corporation, 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 Seller does hereby assign, sell and transfer unto the Buyer all of Seller's right, title and interest in and to the Marks, together with (i) the registrations and applications of the Marks, (ii) the Seller'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]

Schedule A

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		