

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APW North America Inc.		11/23/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Electronic Solutions		
<b>Street Address:</b>	14100 Danielson Street		
<b>City:</b>	Poway		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92064		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	845812	SCANBE	
Registration Number:	1087585	LOK-TAINER	
Registration Number:	2224920	WEDGE-LOK	
Registration Number:	2209775	DOT TEN	
Registration Number:	2133506	SMARTCHASSIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414.271.2400		
<b>Email:</b>	PTOMailMilwaukee@Foley.com		
<b>Correspondent Name:</b>	James A. Wilke		
<b>Address Line 1:</b>	777 East Wisconsin Avenue		
<b>Address Line 2:</b>	Foley & Lardner LLP		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	065215-0128		

CH \$140.00 845812

NAME OF SUBMITTER:	Jennifer Vandenplas
Signature:	/Jennifer Vandenplas/
Date:	12/22/2005
Total Attachments: 4 source=Assignment EE#page1.tif source=Assignment EE#page2.tif source=Assignment EE#page3.tif source=Assignment EE#page4.tif	

ASSIGNMENT OF REGISTERED TRADEMARKS

This Assignment is made effective December \_\_, 2005, by APW North America Inc., a Delaware corporation ("Assignor") having its principal place of business at N22 W23685 Ridgeview Parkway West, Waukesha, Wisconsin 53188, for the benefit of Electronic Solutions, a Nevada corporation ("Assignee") having its principal place of business at 14100 Danielson Street, Poway, California 92064.

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. Trademark Registrations listed on the attached Schedule of Trademarks, registered in the U.S. Patent and Trademark Office on the dates listed on the attached Schedule of Trademarks, which registrations are now valid and subsisting (the "Registrations"), and the corresponding trademarks listed on the attached Schedule of Trademarks (the "Trademarks"); and

WHEREAS, Assignee desires to acquire from Assignor the Trademarks, the Registrations, and the goodwill of the business in connection with which the Trademarks and the Registrations are used;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell, assign, and transfer to Assignee, its successors and assigns, and does hereby sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks, the Registrations, and the goodwill of the business symbolized by the Trademarks and the Registrations and in connection with which the Trademarks and the Registrations are used, and all claims and demands, if any, including all claims and demands for past infringement, that

Assignor may have in connection with the Trademarks or the Registrations arising before and as of the date of this Assignment.

Assignor agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights assigned hereunder. Assignor agrees to assist Assignee at Assignee's expense with all proceedings involving the Trademarks and the Registrations assigned hereunder, including but not limited to infringement suits, cancellation proceedings, and priority contests.

The terms and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on Assignor and its legal representatives and any corporation controlling Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized officer as of the date first stated above.

APW North America Inc.

By:

Rhonda Matschke

Name:

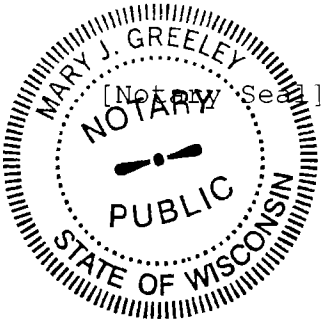
Rhonda Matschke

Title:

Vice President

STATE OF WISCONSIN )  
Waukesha ) ss  
~~MILWAUKEE~~ COUNTY )

Rhonda Matschke, known to me to be the Vice President of APW North America Inc., personally appeared before me this 23rd day of November, 2005, and executed or acknowledged to me that he executed the foregoing Assignment on behalf of APW North America Inc. and pursuant to authority duly received.



Mary J. Greeley  
Notary Public Mary J. Greeley

State of Wisconsin

My Commission is permanent/expires: 1/9/2009

Schedule of Trademarks  
for Assignment by  
APW North America Inc.  
to Electronic Solutions

Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SCANBEE	845,812	March 12, 1968
LOK-TAINER	1,087,585	March 21, 1978
WEDGE-LOK	2,224,920	February 23, 1999
DOT TEN and Design	2,209,775	December 8, 1998
SMARTCHASSIS	2,133,506	January 27, 1998