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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	
Ashcroft Inc.		07/06/2006	CORPORATION: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	ebro Electronic GmbH & Co. KG		
Street Address:	Peringerstrasse 10		
City:	Ingolstadt		
State/Country:	GERMANY		
Postal Code:	85055		
Entity Type:	LIMITED PARTNERSHIP: GERMANY		

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2883743	EBRO
Registration Number:	2737909	EBRO

#### **CORRESPONDENCE DATA**

Fax Number: (214)747-2091

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

 Phone:
 (214) 292-4031

 Email:
 tmdocdal@fr.com

Correspondent Name: Russell N. Rippamonti, Fish & Richardson

Address Line 1: P.O. Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 21199-178001

#### DOMESTIC REPRESENTATIVE

Name: Russell N. Rippamonti, Fish & Richardson

Address Line 1: P.O. Box 1022

TRADEMARK
REEL: 003351 FRAME: 0718

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Address Line 4: Minneapolis, MINNESOTA 55440-1022			
NAME OF SUBMITTER:	Russell N. Rippamonti		
Signature:	/rnr/		
Date:	07/20/2006		
Total Attachments: 3 source=ebro#page1.tif source=ebro#page2.tif source=ebro#page3.tif			

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#### TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2006, between ASHCROFT INC., a Delaware Corporation, (hereinafter "ASSIGNOR"), having a place of business at 250 E. Main Street, Stratford, Connecticut 06614, and ebro Electronic GmbH & Co. KG, a Limited Partnership organized Germany, (hereinafter "ASSIGNEE"), having a place of business at Peringerstrasse 10, 85055 Ingolstadt, Federal Republic of Germany.

WHEREAS, ASSIGNOR has adopted, intends to use and is using the trademarks listed in Schedule A ("Marks") attached hereto; and

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title and interest in the Marks, including but not limited to, the registrations thereof, together with the goodwill of the business symbolized by said Marks: and

WHEREAS, ASSIGNOR transferred to ASSIGNEE certain assets and businesses and the Marks pertaining to said assets and which business is ongoing and existing; and

WHEREAS, ASSIGNOR covenants that it will, at ASSIGNEE's expense, when requested, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as ASSIGNEE may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the said Marks; and

NOW, THEREFORE, in consideration of the sums set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in the Marks, including, but not limited to, the applications for and registrations thereof, together with the goodwill of the business symbolized by said Marks, together with the right to sue for past, present or future infringement of said Marks, and to collect and retain damages and profits therefor, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto;

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ASSIGNEE's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to the Marks assigned pursuant to this Trademark Assignment, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this Trademark Assignment.

IN WITNESS WHEREOF, I hereto set my h	and and seal at Stratford, CT, USA			
, this day o	f			
ASHCROFT INC.	EBRO ELECTRONIC GMBH & CO. KG			
By: Steven Culmone	By: Wolfsans 666			
Title: VP of Operations & Secretary	By: Wolfgang War Title: Managing Director			
	v			
State of Connecticut §  State of Fairfield §				
County of <u>Fairfield</u> §				
and acknowledged that he executed the same as contained.				
Notary Public				
My	Commission Expires: 3/2//69			
[Notary's Seal Here				

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### SCHEDULE A TO TRADEMARK ASSIGNMENT

### **U.S. REGISTRATIONS**

Trademark	F&R Ref.	Appln No	File Date	Reg No	Reg Date	Status
EBRO & Design	19875-178001	76/504,771	04/07/2003	2,883,743	09/14/2004	Registered
EBRO	19875-117001	76/220,399	02/28/2001	2,737,909	07/15/2003	Registered

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**RECORDED: 07/20/2006**