

**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>
Codespear LLC		01/15/2007	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Federal Signal Corporation		
<b>Street Address:</b>	1415 West 22nd Street		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	Oak Brook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60523		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3003831	CODESPEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)552-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(314)552-6000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Kevin M. Kercher		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 2:</b>	30		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	41111-65087		
<b>NAME OF SUBMITTER:</b>	Kevin M. Kercher		
<b>Signature:</b>	/Kevin M. Kercher/		

CH 3003831 \$40.00

Date:

01/17/2007

**Total Attachments: 2**

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## TRADEMARK ASSIGNMENT

**WHEREAS**, Codespear LLC (“Codespear”), a Michigan limited liability company with an address of 370 E. Maple Road, Suite 350, Birmingham, Michigan 48009, owns the entire right, title and interest in and to the trademark CODESPEAR for *computer programs for enabling communication between different digital devices*, and U.S. Trademark Registration No. 3,003,831 therefor, which was granted October 4, 2005 (hereinafter the trademark CODESPEAR and Registration No. 3,003,831 are referred to collectively as the “Trademark”); and

**WHEREAS**, Federal Signal Corporation (“FSC”), a Delaware corporation with an address of 1415 West 22<sup>nd</sup> Street, Suite 1100, Oak Brook, Illinois 60523, is desirous of acquiring all of Codespear’s right, title and interest in and to the Trademark, pursuant to the Asset Purchase Agreement, dated January 15, 2007, to which Codespear and FSC are parties (“Asset Purchase Agreement”).

**NOW THEREFORE**, in consideration of these premises, the covenants and obligations in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Codespear hereby sells, assigns and transfers unto FSC the entire right, title and interest in and to the Trademark and any registration(s) issuing therefrom, together with the goodwill of Codespear’s business associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by FSC, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Codespear had no sale and assignment of said Trademark been made.

2. Codespear shall, upon the request and at the expense of FSC, execute any further documents reasonably required by FSC to secure and enforce the rights granted to FSC under this Assignment.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this assignment, effective as of the 15<sup>th</sup> day of January, 2007.

Codespear LLC  
By:

Signature

Printed Name and Title

*[Handwritten Signature]*  
PAUL E. HODGES, III / CEO

STATE OF ILLINOIS :  
COUNTY OF DAVING : SS  
:

On this 15 day of January, 2007, before me, a Notary Public, within and for the County of DAVING, State of IL, personally appeared PAUL E. HODGES, to me known to be the person described in and who executed the foregoing Trademark Assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

*[Handwritten Signature]*  
Notary Public

My Commission Expires: 12/21/2007

