

**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>
Impero Electronics, Inc.		03/17/2005	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Argus Camera Company, LLC		
<b>Street Address:</b>	1610 Colonial Parkway		
<b>City:</b>	Inverness		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60067		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2504047	ARGUS	
Registration Number:	0701327	ARGUS	
Registration Number:	0390487	ARGUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202 842 8800		
<b>Email:</b>	dctrademarks@dbr.com		
<b>Correspondent Name:</b>	Jennifer L. Dean		
<b>Address Line 1:</b>	1500 K Street NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	033326.302/222856		
<b>NAME OF SUBMITTER:</b>	Jennifer L. Dean		

OP \$90.00 2504047

Signature:

/jennifer l. dean/

Date:

03/05/2007

Total Attachments: 3

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## BILL OF SALE AND ASSIGNMENT AGREEMENT

This BILL OF SALE AND ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of this 17<sup>th</sup> day of March, 2005, by and between Impero Electronics, Inc. an Illinois corporation, ("**Impero**") and Argus Camera Company, LLC an Illinois limited liability company ("**Argus**").

### RECITALS

WHEREAS, Impero and Argus, have entered into an Asset Acquisition Agreement with Hartford Computer Group, Inc; and

WHEREAS, Impero and Argus desire to fulfill the intent of the Asset Acquisition Agreement by the execution and delivery of this Agreement.

### AGREEMENT


NOW THEREFORE, in consideration of the foregoing Recitals, and of the other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Impero hereby assigns, transfers, and delivers to Argus and Argus accepts from Impero, all of Impero's right, title and interest in and to the trade-names and trademarks identified on Exhibit A.
2. Further Assurance and Assistance. After the date hereof, each party from time to time shall, without further consideration, execute and deliver such further documents and instruments and take such other actions as may be reasonably requested by the other party hereto in order to carry out the intents and purposes of this Agreement.
3. Miscellaneous. This Agreement encompasses the entire understanding among the parties with respect to the subject matter of this Agreement and hereby supersedes any and all prior representations, understandings and agreements, both oral or written, heretofore made among the parties with respect to the subject matter of this Agreement. No change, modification or waiver of any provisions of this Agreement shall be valid or binding unless it is in writing and signed by the parties intended to be bound thereby. No waiver of any breach, term or condition shall constitute a subsequent waiver of the same or any other breach, term or condition. This Agreement shall be governed by and construed exclusively in accordance with laws of the State of Illinois without regard to the choice of law principles thereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and permitted assigns. For the convenience of the parties and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

IMPERO ELECTRONICS, INC.

By: 

Its: Vice President-Secretary

ARGUS CAMERA COMPANY, LLC.

By: 

Its: MANAGER

**EXHIBIT "A"**

<b>Country</b>	<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>
United States	ARGOFLEX	2,767,738	9/23/2003	Argus Industries, Inc. (Illinois corp.); Security interest by Hartford Computer Group, Inc. to LaSalle Bank NA dated 2/3/04 ("LaSalle Interest")
United States	ARGUS	2,504,047	11/6/2001	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	ARGUS	2,157,457	5/12/1998	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	ARGUS	701,327	7/19/1960	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	ARGUS (Stylized Letters)	390,487	9/23/1941	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	CINTAR	2,598,622	7/23/2002	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	JUST ONCE	1,885,914	3/28/1995	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	PHOTO PHAZER	2,705,390	4/8/2003	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
Canada	ARGUS	(1167,427)	(2/10/2003)	Argus Industries, Inc.
Canada	CINTAR	(1142,142)	(5/29/2002)	Argus Industries, Inc.
Canada	ARGOFLEX	(1142,141)	(5/29/2002)	Argus Industries, Inc.
Argentina	ARGUS	(624804)	(12/18/2001)	Not disclosed
Brazil	ARGUS	(823816273)	(8/31/2001)	Argus Industries, Inc.
Chile	ARGUS	(637410)	(7/25/2002)	Argus Industries, Inc.
Colombia	ARGUS	252,732	N/A	N/A
European Community (CTM)	ARGUS	1310903	1/30/2002	Argus Industries, Inc.
France	ARGUS	96 642723	(9/19/1996)	Argus Industries, Inc.
United Kingdom	ARGUS	2110366	9/8/2000	Argus Industries, Inc.
China	ARGUS	(200000557 38)	(4/26/2000)	Not provided
Taiwan	ARGUS	01012811	N/A	Not provided
Singapore	ARGUS	T7878648A	2/14/2000	Concord Camera Corp.
New Zealand	ARGUS	624604	5/13/2002	Argus Industries, Inc.
Israel	ARGUS	70664	(10/20/1988)	Optex Corporation.