

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
Pole/Zero Corporation		02/27/2007	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Pole/Zero Acquisition, Inc.
Street Address:	267 Lowell Road
Internal Address:	c/o Vectron International, Suite 100
City:	Hudson
State/Country:	NEW HAMPSHIRE
Postal Code:	03051
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2895167	POWER-POLE
Registration Number:	2747421	TRAK-POLE
Registration Number:	2669380	MICRO-POLE
Registration Number:	1664864	MAXI-POLE
Registration Number:	1666543	POLE/ZERO
Registration Number:	1666542	MINI-POLE

CORRESPONDENCE DATA

Fax Number: (617)345-1300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-345-1341
 Email: matm@nixonpeabody.com
 Correspondent Name: Michelle A. Massicotte, Esq.
 Address Line 1: 100 Summer Street
 Address Line 2: Nixon Peabody LLP

CH \$165.00 2895167

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 036838/8

NAME OF SUBMITTER: Michelle A. Massicotte

Signature: /Michelle A. Massicotte/

Date: 03/13/2007

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made as of February 27, 2007 between Pole/Zero Corporation, an Ohio corporation having its principal place of business at 5530 Union Centre Drive, West Chester, Ohio, 45069, (the "Assignor") and Pole/Zero Acquisition, Inc., a Delaware corporation, having its principal place of business at c/o Vectron International, 267 Lowell Road, Suite 100, Hudson, New Hampshire, 03051, (the "Assignee").

WHEREAS, the Assignor is the proprietor in the United States of the Trademarks listed in Schedule A attached hereto.

WHEREAS, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept said assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts from the Assignor, all of the rights, title and interests of the Assignor in and to the Trademarks, together with all of the goodwill of the business with which the Trademarks are used or otherwise associated and with the right to recover for damages and profits and all other remedies for past infringements thereof effective as of the date hereof.

Assignee and Assignor covenant and agree that the representations, warranties, covenants and agreements of the parties contained in the Asset Purchase Agreement, dated as of January 16, 2007, by and between Assignor and Assignee (the "Agreement") shall not merge into or with this Assignment, but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Agreement as though set forth herein at length. Assignee and Assignor, by their execution of this Assignment, each acknowledge and agree that neither the representations and warranties nor the rights and remedies of the parties under the Agreement shall be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this Assignment. The parties acknowledge that the terms and conditions of the Agreement shall govern the transfer of the Trademarks including, without limitation, the rights of indemnification and limitations thereon as set forth in Article IX of the Agreement.

[signature page to follow]

POLE/ZERO CORPORATION

By: Robert G. Schumacher, Jr.
Robert G. Schumacher, Jr., President

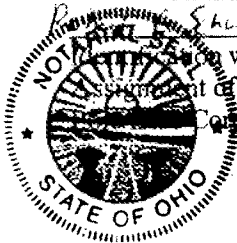
POLE/ZERO ACQUISITION, INC.

By: _____
Thomas Callahan, Secretary

STATE OF Ohio

COUNTY OF Hamilton

On this 21st day of February, 2007, before me, the undersigned notary public, personally appeared Robert G. Schumacher, Jr. of Pole/Zero Corporation, proved to me through satisfactory evidence of identification which was her/his driver's license, to be the person whose name is on the foregoing Assignment of Trademark, and acknowledged to me that she/he signed it voluntarily, for and on behalf of Pole/Zero Corporation, for its stated purpose.



D. BROCK DENTON
Notary Public, State of Ohio
My Commission has no expiration date

Daniel Brock Denton
Notary Public
My commission expires: Attorney-in-law
[AFFIX NOTARIAL SEAL] EXPIRES

STATE OF _____

COUNTY OF _____

On this ___ day of February, 2007, before me, the undersigned notary public, personally appeared _____ of Pole/Zero Acquisition, Inc., proved to me through satisfactory evidence of identification which was her/his driver's license, to be the person whose name is on the foregoing Assignment of Trademark, and acknowledged to me that she/he signed it voluntarily, for and on behalf of Pole/Zero Acquisition, Inc., for its stated purpose.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

[signature page for Trademark Assignment]

POLE/ZERO CORPORATION

By: _____
Robert G. Schumacher, Jr., President

POLE/ZERO ACQUISITION, INC.

By: TC CM
Thomas Callahan, Secretary

STATE OF _____

COUNTY OF _____

On this ___ day of February, 2007, before me, the undersigned notary public, personally appeared _____ of Pole/Zero Corporation, proved to me through satisfactory evidence of identification which was her/his driver's license, to be the person whose name is on the foregoing Assignment of Trademark, and acknowledged to me that she/he signed it voluntarily, for and on behalf of Pole/Zero Corporation, for its stated purpose.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

STATE OF New Hampshire

COUNTY OF Hillsborough

On this 27 day of February, 2007, before me, the undersigned notary public, personally appeared Thomas Callahan of Pole/Zero Acquisition, Inc., proved to me through satisfactory evidence of identification which was her/his driver's license, to be the person whose name is on the foregoing Assignment of Trademark, and acknowledged to me that she/he signed it voluntarily, for and on behalf of Pole/Zero Acquisition, Inc., for its stated purpose.

Kelly J. Mooshian
Notary Public
My commission expires: KELLY J. MOOSHIAN, Notary Public
[AFFIX NOTARIAL SEAL] My Commission Expires January 24, 2012

[signature page for Trademark Assignment]

SCHEDULE A

Trademark	Serial/Registration Number
POWER-POLE	2,895,167
TRAK-POLE	2,747,421
MICRO-POLE	2,669,380
MAXI-POLE	1,664,864
POLE/ZERO	1,666,543
MINI-POLE	1,666,542