

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
Delaware Capital Formation, Inc.		02/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Kurz-Kasch, Inc.
Street Address:	2271 Arbor Blvd.
City:	Dayton
State/Country:	OHIO
Postal Code:	45439
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2676682	KURZ-KASCH
Registration Number:	2690789	MAYFAIR
Registration Number:	2642145	KURZ-KASCH
Registration Number:	2676685	KURZ-KASCH
Registration Number:	2682592	KURZ-KASCH
Registration Number:	2642142	KURZ-KASCH
Registration Number:	0759128	WM
Registration Number:	2676684	KURZ-KASCH
Registration Number:	2642143	KURZ-KASCH
Registration Number:	2682590	KURZ-KASCH

CORRESPONDENCE DATA	
Fax Number:	(212)446-4900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2129093078

OP \$265.00 2676682

Email: szablocki@kirkland.com
Correspondent Name: Kirkland & Ellis LLP; Att:Susan Zablocki
Address Line 1: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	41912-24
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	03/28/2007

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement ("Agreement") is entered into by and between Delaware Capital Formation, Inc. ("DCF"), and Kurz-Kasch, Inc., a Delaware corporation ("Kurz-Kasch"), as of the 28th day of February, 2007.

RECITALS

A. K-K Acquisition, Inc., a Delaware corporation ("Buyer"), is on the date hereof acquiring from Dover Electronics, Inc. ("Seller") all of the stock of Kurz-Kasch and certain additional assets as defined under the terms of that certain Transaction Agreement dated February 28, 2007 ("Purchase Agreement").

B. DCF and Kurz-Kasch are parties to an Intellectual Property License Agreement, pursuant to which Kurz-Kasch licenses rights under certain intellectual property (including patents, trademarks, trade secret(s), domain name(s) and unregistered technology) from DCF.

C. It is a condition to closing under the Purchase Agreement that DCF assign to Buyer or its designee certain of that intellectual property (including certain patents, trademarks, trade secret(s), domain name(s) and unregistered technology) historically exclusively licensed by DCF to Kurz-Kasch and used in its business, and DCF is willing to so assign such assets on the terms provided for herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Purchase Price. The Purchase Price payable by Buyer to DCF for the IP Rights shall be [REDACTED] ("IP Purchase Price"). The IP Purchase Price shall be payable immediately upon execution hereof by wire transfer to the following account:

Account # [REDACTED]
Account Name: Delaware Capital Formation, Inc.
Bank Name: Wilmington Trust Company, Wilmington, DE
ABA#: [REDACTED]
Description: Proceeds from sale of Intellectual Property

2. Assignment. DCF hereby assigns and transfers to Kurz-Kasch all of DCF's right, title and interest (including all rights to Intellectual Property (as such term is defined in the Intellectual Property License Agreement) in any inventions, works of authorship, ideas, information, marks, logos and mask works conceived, reduced to practice or otherwise invented by Kurz-Kasch and assigned to DCF by Kurz-Kasch or its agents during the term of the Intellectual Property License Agreement by and between DCF and Kurz-Kasch, other than those items specifically excluded in the Purchase Agreement (collectively, "IP Rights"), including:

a. Patents. The patents identified on the attached Exhibit A, including any continuation, continuation-in part, reissuance extension, or the result of any reexamination thereof and the inventions described therein any jurisdiction.

- b. Trademarks. The trademarks, trademark registrations and applications for registration identified on the attached Exhibit B.
- c. Trade Secrets. The trade secret(s) identified on the attached Exhibit C.
- d. Domain Names. The domain name(s) identified on the attached Exhibit D.
- e. Unregistered Technology. The unregistered technology identified on the attached Exhibit E.

Kurz-Kasch hereby accepts such assignment and transfer of the IP Rights.

3. Further Assurances. DCF shall promptly execute and deliver to Kurz-Kasch such other or additional instruments of transfer or conveyance in respect of the IP Rights as are reasonably requested by Kurz-Kasch, including without limitation any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions. Further, if at any time after the Closing, as such term is defined in the Purchase Agreement, Buyer or Kurz-Kasch notifies Seller of any additional Intellectual Property exclusively used in or necessary to the Business, as such term is defined in the Purchase Agreement, as conducted as of the Closing, other than any trademarks, service marks, trade dress, logos, slogans, corporate symbols, trade names, corporate names, Internet domain names incorporating the term "Dover" or any deviation thereof, that is owned by DCF that was not transferred pursuant to this Agreement, DCF shall promptly execute and deliver to Kurz-Kasch such other or additional instruments of transfer or conveyance required to properly transfer and assign any such Intellectual Property to Kurz-Kasch. If within 36 months after the Closing, Kurz-Kasch identifies any additional Intellectual Property that was non-exclusively licensed to Kurz-Kasch under the Intellectual Property License Agreement that is necessary to conduct the Business as it is conducted as of the Closing, DCF will give Kurz-Kasch an unrestricted non-exclusive license to continue to use such Intellectual Property, but in no event would this include any trademarks, service marks, trade dress, logos, slogans, corporate symbols, trade names, corporate names, Internet domain names incorporating the term "Dover" or any deviation thereof, or the DCF Intellectual Property database.

4. Disclaimer. EXCEPT AS MAY BE PROVIDED IN THE PURCHASE AGREEMENT, THE TRANSFER OF IP RIGHTS IS MADE WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY BY DCF OF ANY KIND.

5. Miscellaneous. This Agreement shall be governed by the internal laws of the state of Delaware. This Agreement may only be amended in writing signed by the parties. This Agreement is the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned to any party without the prior written consent of the other party. Any term of this Agreement that is found to be invalid or unenforceable shall not affect the validity and enforceability of the remaining terms of this Agreement. To the extent there is any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.

By: Amy Ward

Print Name: Amy Ward

Title: President

KURZ-KASCH, INC.

By: TK Callahan

Print Name: Thomas Callahan

Title: Secretary

EXHIBIT A

Patents

Patents

COUNTRY	FAMILY ID	PATENT #	INVENTOR	APPL #	APPL DATE	APPL DATE	TITLE
United States	F2968	6086042		7/12/2000	57145	4/8/1998	FLUID RESISTANT SOLENOID ACTUATED VALVE
United Kingdom	F2968	1068465		5/12/2004	99915005		Fluid Resistant Solenoid Actuated Valve
Spain	F2968	2221375		12/16/2004	99915005		3/23/1999 VALVULA ACCIONADA POR SOLENIDE RESISTENTE A LOS FLUIDOS. (Spanish)
South Africa (Zaire)	F2968	20005437		4/23/2001	20005437		10/5/2000 Fluid resistant solenoid actuated valve
Italy	F2968	1068465		11/19/2004	99915005.5		3/23/1999 Fluid Resistant Solenoid Actuated Valve
Hong Kong	F2968	1036315		5/4/2005	99915005		7/11/2001 Fluid resistant solenoid actuated valve
Germany	F2968	69917246		5/12/2004	99915005		3/23/1999 FLUSSIGKEITSBESTANDIGES ELEKTROMAGNETISCHES VENTIL (German)
France	F2968	1068465		5/12/2004	99915005		Fluid Resistant Solenoid Actuated Valve
European	F2968	1068465		5/12/2004	99915005		Fluid Resistant Solenoid Actuated Valve
China	F2968	1243921		3/11/2006	99808990		3/23/1999 Fluid resistant solenoid actuated valve
Canada	F2968				2327666		3/23/1999 FLUID RESISTANT SOLENOID ACTUATED VALVE
Brazil	F2968	PI9909482-7		2/14/2006	95U9482		3/23/1999 VALVULA ACCIONADA A SOLENOIDE RESISTENTE A FLUIDOS (Portugese)
Australia	F2968	749080		6/20/2002	9533623		Fluid Resistant Solenoid Actuated Valve
United States	F2969	6720853		4/13/2004	619.872		7/15/2003 Electrically operated solenoid having an adjustable actuator pin length
United States	F2970	6864772		3/8/2005	358489		2/5/2003 Encapsulated solenoid assembly having an integral armor tube cable protector
United States	F2971	2005007117		1/13/2005	617641		7/11/2003 Transient protection of sensors
United States	F2971	2005007709		1/13/2005	899772		7/27/2004 Transient protection and current control of devices
European	F2971	1644961		4/12/2006	2004756842		7/12/2004 Transient protection and current control of devices
China	F2971						Electrically Operated Solenoid having a Latchable Plunger
Brazil	F2971						Electrically Operated Solenoid having a Latchable Plunger
United States	F2972						Electrically Operated Solenoid having a Latchable Plunger
United States	F2991	7100889		9/5/2006	10877173		6/25/2004 Miniature Electrically Operated Solenoid Valve
United States	F3161	7093529		8/22/2008	10964749		10/14/2004 Composite Piston
United States	F3161	20050236854		10/26/2006	11/473006		6/22/2006 Composite Piston
United States	F3164	2006105388		10/9/2006	US2006/011883		3/28/2006 Fuel Rail
WIPO	F3164	20060225705		10/12/2006	11/093829		3/30/2005 Fuel Rail
United States	F3164	WO2006/113		10/26/2006	US06/013387		4/11/2006 Over Molded Stator
WIPO	F3167	20060232143		10/19/2006	11/106652		4/15/2005 Over Molded Stator
United States	F3167						6/19/2006 Electric Motor Stator
WIPO	F3191						6/20/2005 Electric Motor Stator
United States	F3191						7/11/2006 Fluid Resistant Solenoid Actuated Valve
China	F3341						2005.10.135792.4

EXHIBIT B

Trademarks

Trademarks

Country	Serial Number	Registration Date	Trademark
United States	2676682	21-Jan-03	76-264077
United States	2690789	25-Feb-03	76-415572
United States	2642145	29-Oct-02	76-264631
United States	2676685	21-Jan-03	76-264632
United States	2682592	04-Feb-03	76-264633
United States	2642142	29-Oct-02	76-264075
United States	759128	29-Oct-03	72-121449
United States	unregistered		
United States	2676684	21-Jan-03	76-264465
United States	2642143	29-Oct-02	76-264079
United States	2682590	04-Feb-03	76-264080
Mexico	753954	28-Jun-02	548447
Korea Republic of	577995	19-Mar-04	40-2002-19130
Hong Kong	300080702	18-Sep-03	300080702
Hong Kong	300080711	18-Sep-03	300080711
Hong Kong	300088704	06-Oct-03	300088704
Hong Kong	300088696	06-Oct-03	300088696
European	002695641	27-Oct-03	2695641
European	002695674	14-Oct-03	2695674
China	3749670	14-Feb-06	3749670
China	3749669	21-Feb-06	3749669
China	3749668	14-Feb-06	3749668
China	3749667	21-Feb-06	3749667
Canada	TMA617864	27-Aug-04	1183805
Canada	TMA617191	20-Aug-04	1183806
Brazil			824559886

EXHIBIT C

Trade Secret(s)

Trade Secrets

COUNTRY United States of America
Epoxy Formula and Method of Manufacturing

EXHIBIT D

Domain Name(s)

Domain Names

www.wabashmagnetics.com

www.wabashmag.com

www.control-products.com

EXHIBIT E

Unregistered Technology

Unregistered Technology			
COUNTRY	LICENSEE	ID	FILE
United States	Kurz-Kasch	S001103	Kurz-Kasch Trade Secrets - Designs and Drawings - 2001 SBD Dwg Files with 2003 Revisions
United States	Kurz-Kasch	S001102	Kurz-Kasch Trade Secrets - Designs and Drawings - 2003 SBD Dwg Files
United States	Kurz-Kasch	S001101	Kurz-Kasch Trade Secrets - Designs and Drawings - 2000 SBD Dwg Files with 2003 Revisions
United States	Kurz-Kasch	S001099	Kurz-Kasch Trade Secrets - Designs and Drawings - 2002 SBD Dwg Files with 2003 Revisions
United States	Kurz-Kasch	S000118	Designs and Drawings
United States	Kurz-Kasch	S001100	Kurz-Kasch Trade Secrets - Unpatented Manufacturing Process Innovations - Detroit Diesel Reman Process
United States	Kurz-Kasch	S000124	Unpatented Machine Design Innovations
United States	Kurz-Kasch	S000123	Unpatented Manufacturing Process Innovations
United States	Kurz-Kasch	S000122	Unpatented Product Innovations
United States	Kurz-Kasch	S001104	Kurz-Kasch Trade Secrets - Production Machinery - Instruction Software - Newcomertown, OH - 1st Qtr 2003
United States	Kurz-Kasch	S001098	Kurz-Kasch Trade Secrets - Post Production QA Software - Cummins Engine Etamc - Job #98e42300
United States	Kurz-Kasch	S000121	Post-Production Quality Assurance Software
United States	Kurz-Kasch	S000120	Pre-Production Product Test Software
United States	Kurz-Kasch	S000119	Production Machinery Instruction Software
United States	Kurz-Kasch	S000117	Engineering Calculations Software