

**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>
CONTROL DEVICES, INCORPORATED		06/11/2007	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CDI HOLDCO, LLC		
<b>Street Address:</b>	711 Hanley Industrial Court		
<b>Internal Address:</b>	c/o Control Devices, Incorporated		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63144		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0832877	LOAD GENIE	
Registration Number:	0918849	CD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-393-2000		
<b>Email:</b>	daniel.erlikhman@bingham.com		
<b>Correspondent Name:</b>	Daniel Erlikhman, Bingham McCutchen LLP		
<b>Address Line 1:</b>	Three Embarcadero Center		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-4067		
<b>ATTORNEY DOCKET NUMBER:</b>	0000325326 - FIRST US TM		
<b>NAME OF SUBMITTER:</b>	Mary Dougherty		

CH \$65.00 0832877

Signature:

/Mary Dougherty/

Date:

06/13/2007

**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.) (this "Assignment") is made as of the 11th day of June, 2007 (the "Effective Date") by and among CONTROL DEVICES, INCORPORATED, a Missouri corporation (the "Assignor") and CDI HOLDCO, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor has adopted and used and is using the trademarks and service marks (the "Marks") identified on Exhibit A hereto, and is the owner of the registrations thereof identified on said Exhibit A;

WHEREAS, the Assignee desires to acquire from the Assignor the entire right, title and interest of Assignor in and to the Marks, the registrations thereof, and the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over, to the Assignee, its successors, legal representatives and assigns, all of the Assignor's right, title and interest in and to the Marks, as of the Effective Date, together with (a) the registrations of said Marks, (b) the goodwill of the business associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill, the same to be held and enjoyed by the Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale, assignment, transfer and setting over not been made.

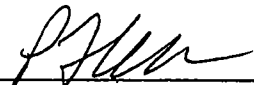
The Assignor hereby requests the Commissioner of Patents and Trademarks of the United States to record the Assignee as the assignee of the Marks and the registrations thereof. The Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as the Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks in the United States and all other rights hereby conveyed.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Assignor has each caused this Assignment of Trademarks and Service Marks to be executed and effective as of the Effective Date.

**ASSIGNOR:**

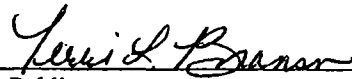
CONTROL DEVICES, INCORPORATED,

By: 

Name: P. Franklin Ross  
Title: Vice President and Secretary

STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
City

The foregoing instrument was acknowledged before me on June 7, 2007 by P. Franklin Ross, as Vice President and Secretary of Control Devices Incorporated, a Missouri corporation, who is personally known to me or who has produced MO. Drivers License as identification and who did/did not take an oath.

  
Notary Public

Terri L. Branson  
Print Name

My Commission Expires: 3/1/09

Terri L. Branson - Notary Public  
Notary Seal, State of  
Missouri - St. Charles County  
Commission #05499676  
My Commission Expires 3/1/2009

The foregoing Assignment of Trademarks and Service Marks, including the registrations thereof by the Assignor to the Assignee is hereby accepted as of the Effective Date.

**ASSIGNEE:**

CDI HOLDCO, LLC.

By: 

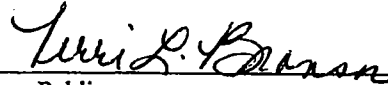
Name: P. Franklin Ross

Title: Vice President and Secretary

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

*City*

The foregoing instrument was acknowledged before me on June 7, 2007 by P. Franklin Ross, as Vice President and Secretary of CDI HOLDCO, LLC, a Delaware limited liability company, who is personally known to me or who has produced MO. Drivers License as identification and who did/did not take an oath.



Notary Public

Terri L. Branson

Print Name

My Commission Expires: 3/1/09

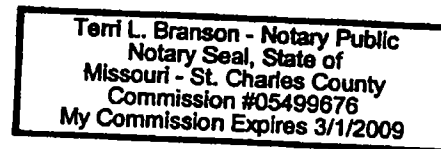


EXHIBIT A

TRADEMARKS AND SERVICE MARKS BEING ASSIGNED

<u>TRADEMARK OR SERVICE MARK</u>	<u>COUNTRY</u>	<u>UNITED STATES REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
LOAD GENIE	U.S.	832,877	August 1, 1967
CD LOGO (STYLIZED)	U.S.	918,849	August 24, 1971

ACTIVE/72035822.6

RECORDED: 06/13/2007

TRADEMARK  
REEL: 003560 FRAME: 0274