

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
CDI HOLDCO, LLC		06/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CDI Acquisition, 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>	415-393-2051		
<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 - SECOND US TM		
<b>NAME OF SUBMITTER:</b>	Mary Dougherty		

**CH \$65.00 0832877**

Signature:	/Mary Dougherty/
Date:	06/13/2007
<b>Total Attachments: 4</b> source=cdi holdco - cdi acquisition tm assignment#page1.tif source=cdi holdco - cdi acquisition tm assignment#page2.tif source=cdi holdco - cdi acquisition tm assignment#page3.tif source=cdi holdco - cdi acquisition tm assignment#page4.tif	

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

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.) (this "Assignment") is made as of the 12th day of June, 2007 (the "Effective Date") by and among CDI HOLDCO, LLC (the "Assignor") and CDI Acquisition, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Control Devices, Incorporated, a Missouri corporation ("CDI") and CDEX, Inc., a Missouri corporation ("CDEX", and together with CDI, the "Contributors"), agreed pursuant to Section 2.3 of the Master Asset Contribution and Unit Purchase Agreement dated as of the date hereof (the "Master Agreement"), by and among the Contributors, the Assignor, the Assignee and certain other parties thereto, to contribute, sell, transfer, assign, convey, grant and deliver to the Assignor all of the Contributors' right, title and interest in and to all of the Contributed Assets, as defined in Section 2.3 of the Master Agreement, including all of CDI's right, title and interest in, to and under the trademarks and service marks (the "Marks") identified on Exhibit A hereto, the registrations thereof, and the goodwill of the business in connection with which the Marks are used;

WHEREAS, immediately following the transfer of the Contributed Assets, pursuant to Section 2.10 of the Master Agreement, the Assignor agreed to transfer, in the form of a capital contribution, all of the Contributed Assets, including the Marks, to the Assignee, in exchange for 100% of the membership interests of the Assignee, and the Assignee hereby acknowledges and confirms such transfer of the Contributed Assets to the Assignee, including the transfer of the Marks, as of the Effective Date;

WHEREAS, pursuant to Sections 2.3 and 2.10 of the Master Agreement, the Assignor wishes to assign and contribute to the Assignee, and the Assignee desires to acquire from the Assignor, all of the Assignor's right, title and interest in and to the Marks and the registrations thereof, and the goodwill of the business associated with the Marks, as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Company does hereby contribute, 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 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, contribution, 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.

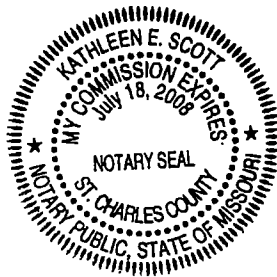
**ASSIGNOR:**

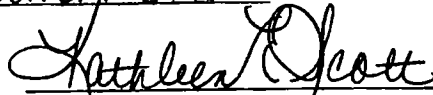
CDI HOLDCO, LLC,

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 Missouri Drivers Lic. as identification and who did/did not take an oath.



  
Notary Public  
Kathleen E. Scott  
Print Name  
My Commission Expires: July 18, 2008

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 ACQUISITION, LLC,

By: *P. Franklin Ross*

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 1, 2007 by P. Franklin Ross, as Vice President and Secretary of CDI Acquisition LLC, a Delaware limited liability company, who is personally known to me or who has produced Missouri Drivers Lic as identification and who did/did not take an oath.

*Kathleen Scott*

Notary Public

Kathleen E. Scott

Print Name

My Commission Expires: July 18, 2008

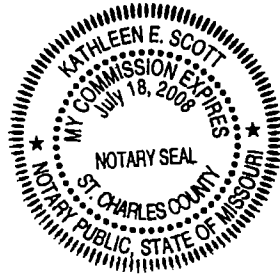


EXHIBIT A

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