

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
Adams Rite Manufacturing Co.		09/12/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Arens Controls Company, L.L.C.
Street Address:	855 Commerce Parkway
City:	Carpentersville
State/Country:	ILLINOIS
Postal Code:	60110
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3009098	FORCEPRO
Registration Number:	1212985	Q
Registration Number:	0998137	QUADCO
Registration Number:	2682820	QUADCO
Registration Number:	2806183	QUADRASTAT
Registration Number:	0736755	QUADRASTAT
Registration Number:	1178849	QUADCO

CORRESPONDENCE DATA

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-258-5724
 Email: cbollinger@schiffhardin.com
 Correspondent Name: Chris L. Bollinger
 Address Line 1: P.O. Box 06079
 Address Line 2: Schiff Hardin LLP

CH \$190.00 3009098

Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER: 30322-0005

NAME OF SUBMITTER: Chris L. Bollinger

Signature: /Chris L. Bollinger/

Date: 09/26/2007

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, Adams Rite Manufacturing Co., a California corporation (“Assignor”), and Arens Controls Company, L.L.C., an Illinois limited liability company (“Assignee”), are, contemporaneously herewith, entering into an Asset Purchase Agreement dated as of the date hereof (the “Agreement”); and

WHEREAS, under the Agreement, Assignee is purchasing substantially all of the assets of the Business (as that term is defined in the Agreement) of Assignor; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various United States federal and state trademark and service mark registrations and applications therefor that are used in connection with the operation of the Business (collectively, the “Domestic Trademarks”), including, but not limited to, the federal and state registrations and applications listed in Schedule A; and

WHEREAS, outside the United States of America, Assignor is the owner of all right, title and interest in and to various foreign trademark and service mark registrations and applications therefor that are used in connection with the operation of the Business (collectively, the “Foreign Trademarks”), including the foreign trademark and service mark registrations and applications listed in Schedule A; and

WHEREAS, in the United States of America, Assignor is the owner of all right, title and interest in and to various ideas, inventions, patents and utility models and applications therefor that are used in connection with the operation of the Business, including the patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the “Domestic Patents”); and

WHEREAS, outside the United States of America, Assignor is the owner of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are used in connection with the operation of the Business, including the foreign patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the “Foreign Patents”); and

WHEREAS, Assignor is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames, and other similar proprietary rights that are used in connection with the operation of the Business and required to be transferred under the Agreement (collectively, the “Other IP Assets”), including the unregistered trademarks and domain names set forth on Schedule C; and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to all Domestic Trademarks, Foreign Trademarks, Domestic Patents, Foreign Patents and the Other IP Assets (collectively, the “Business Intellectual Property”), and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Agreement, acknowledged by Assignor to have been received in full:

1. Assignor does hereby sell, convey, assign and transfer to Assignee the entire right, title and interest in, to and under all Business Intellectual Property together with the goodwill of the Business

symbolized by such Business Intellectual Property, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Business Intellectual Property, these rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment of Intellectual Property Assets and sale had not been made.

2. Assignor hereby covenants and agrees that it shall execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignee may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee any of the Business Intellectual Property, or to enable Assignee to exercise and enjoy all rights and benefits of Assignor with respect thereto, including execution of any country-specific assignments necessary to record transfer of title. The expense incurred by Assignor in providing such cooperation shall be paid for by Assignee except as otherwise provided in the Agreement.

3. The terms and covenants of this Assignment of Intellectual Property Assets shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor and its heirs, legal representatives and assigns.

4. Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment of Intellectual Property Assets and issue a new certificate of registration in Assignee's name.

6. This Assignment of Intellectual Property Assets does not (a) convey any rights of Assignor other than those required to be transferred under the Agreement, (b) create any obligations for Assignor in addition to those provided under the Agreement, or (c) relieve Assignor of any obligations under the Agreement.

[SIGNATURE PAGE FOLLOWS]

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of Los Angeles } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

Subscribed and sworn to (or affirmed) before me on this

11th day of September, 2007, by
Date Month Year

(1) Dean L. Arnold
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)
(and

(2) _____
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Kathleen V. Simonton
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.
Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
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RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

IN TESTIMONY WHEREOF, Assignor has executed this Assignment of Intellectual Property Assets this ____ day of _____ 2007.

ADAMS RITE MANUFACTURING CO.

By: _____

Its: _____

ARENS CONTROLS COMPANY, L.L.C.

BY: EKM II, INC.

ITS: SOLE MANAGER

By: Jens A. Milling

Its: Vice President

STATE OF _____)
) SS:
COUNTY OF _____)

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this ____ day of _____, 2007, before me appeared _____, who, being by me duly sworn, did say that he/she is the _____ of ASSIGNOR, a corporation of the State of California, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

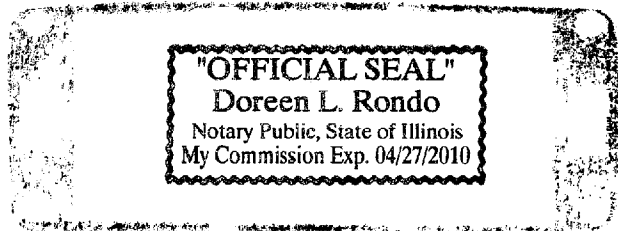
On this 12th day of September, 2007, before me appeared Jens A. Milling, who, being by me duly sworn, did say that he/~~she~~ is the Vice President of ASSIGNEE, a limited liability company of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/~~she~~ signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such limited liability company and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public _____

My commission expires: _____

Notary Public Doreen L. Rondo

My commission expires: 4-27-2010



SCHEDULE A

DOMESTIC TRADEMARKS

DOCKET NO.	DESCRIPTION	SERIAL/ APPL. NO.	COUNTRY	DATE	EXPIRES	CLASS
12,362	QUADCO	50270/17144	California	8/17/02	8/17/12	
12,388	Forcepro	3,009,098	US	10/25/05	10/25/15	21,23,26,36,38
12,397	Q Logo	1,212,985	US	10/19/02		
12,311	QUADCO	998,137	US	11/12/04	11/12/14	Class 23
12,313	QUADCO	2,682,820	US	2/4/03	2/4/13	
12,314	QUADRASTAT	2,806,183	US	1/20/04	1/20/14	Class 6,7,9,20
	QUADRASTRAT	0,736,755	US	08/28/62	7/30/12	Class 9
	QUADCO	1,178,849	US	11/24/81	1/14/12	Class 7

FOREIGN TRADEMARKS

DOCKET NO.	DESCRIPTION	SERIAL/ APPL. NO.	COUNTRY	DATE	EXPIRES	CLASS
12,388-CA	Forcepro	1,154,619	Canada	10/3/02		Application only
12,313-CA	QUADCO	TMA 614,724	Canada	7/13/04	7/13/19	
	QUADCO	TMA 301,833	Canada	4/12/85	4/12/15	
12,314-CA	QUADRASTAT	TMA 636,927	Canada	4/7/05	4/7/20	
12,313-CN	QUADCO	3154790 3323528	China (PRC)	6/21/03 5/07/04	6/20/13 5/06/14	Class 9 Class 6
	QUADCO	3154791	China (PRC)	10/7/03	10/6/13	Class 7
12,314-CN	QUADRASTAT	3154792 3323529	China (PRC)	6/14/03 3/07/04	6/13/13 3/6/14	Class 9 Class 6
	QUADRASTAT	3154793	China (PRC)	10/7/03	10/6/13	Class 7
12,313-EC	QUADCO	2,660,058	Euro Comm	4/18/02	4/18/12	Class 7&9
12,311-EM	QUADCO	301,622	Euro Comm	6/12/96	6/12/16	Class 7 & 9
12,314-EM	QUADRASTAT	2,660,264	Euro Comm	3/11/04	4/18/12	Class 7 & 9
	QUADRASTAT	301,572	Euro Comm	6/12/96	6/12/16	Class 7 & 9
	QUADCO	742752	Mexico	1/21/02	1/21/12	Class 6
	QUADCO	742751	Mexico	1/21/02	1/21/12	Class 9
	QUADRASTAT	735754	Mexico	1/21/02	1/21/12	Class 6
	QUADRASTAT	735753	Mexico	1/21/02	1/21/12	Class 9

12,313-SG	QUADCO	TO2/05456J & TO2/05458G	Singapore	10/26/04	10/26/11	7 & 9
12,314-SG	QUADRASTAT	TO2/05460I & TO2/05462E	Singapore	10/22/01	10/22/11	7 & 9
12,313-TW	QUADCO	1158021 1157954	Taiwan (ROC)	6/16/05 6/16/05	6/15/15 5/15/15	Class 9 Class 7
12,314-TW	QUADRASTAT	1158020 1157953	Taiwan (ROC)	6/16/05 6/16/05	6/15/15 5/15/15	Class 9 Class 7
12,313-TH	QUADCO	TM185382 TM186241	Thailand	9/22/03 10/06/03	4/21/12 4/21/12	Class 7 Class 9
12,314-TH	QUADRASTAT	TM185381 TM186242	Thailand	9/23/03 10/06/03	4/21/12 4/21/12	Class 7 Class 9

SCHEDULE B

DOMESTIC PATENTS

DOCKET NO.	DESCRIPTION	PATENT/ APPL. NO.	COUNTRY	DATE	EXPIRES	INVENTOR	PRODUCT
10,741	Valve Control for Vehicle & Stationary Equipment	5235869	US	8/17/93	8/17/10	Nyezdatny	C61035
11,987	Friction Control Mechanism	6314832-B1	US	11/13/01	7/30/19	Graber/Harris	Caterpillar joystick
12,935	Floating Joystick Position Sensing Pick-up Device	Application only—filed 5/07	US			Wheeler/Hay/Burge/ Gibson/ Nyezdatny	ForcePro

FOREIGN PATENTS

NONE

UNEXAMINED FOREIGN PATENT APPLICATION

NONE

SCHEDULE C

DOMAIN NAMES

QUADRASTAT.COM

UNREGISTERED TRADEMARKS

NONE

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