

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kings Electronics Co., Inc.		05/08/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Winchester Electronics Corporation
Street Address:	62 Barnes Industrial Road North
City:	Wallingford
State/Country:	CONNECTICUT
Postal Code:	06492
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0800236	K-GRIP JR
Registration Number:	0995593	K-LOC
Registration Number:	0912608	
Registration Number:	0912023	TR-4
Registration Number:	0912024	TR-5
Registration Number:	1063194	TRI-LOC
Serial Number:	78859507	KINGS

CORRESPONDENCE DATA

Fax Number: (312)427-6663
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 427-1300
 Email: CHIUSTM@LADAS.NET
 Correspondent Name: Ladas & Parry LLP
 Address Line 1: 224 South Michigan Avenue
 Address Line 2: 1600

CH \$190.00 0800236

Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER: /JOHN E. MCKIE/

Signature: /JOHN E.MCKIE/

Date: 11/09/2007

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 8, 2007 ("Effective Date") by and between Kings Electronics Co., Inc., a New York corporation, with its principal office at 1685 Overview Drive, Rock Hill, South Carolina 29730 ("Assignor"), and Winchester Electronics Corporation, a Delaware corporation, with its principal office at 62 Barnes Industrial Road North, Wallingford, Connecticut 06492 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 17, 2007 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto, and the foreign trademark registrations set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths,

samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; and (3) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

KINGS ELECTRONICS CO., INC.

WINCHESTER ELECTRONICS CORPORATION

Robert Dock

Name: Robert Dock

Name: _____

Title: President

Title: _____

samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

KINGS ELECTRONICS CO., INC.

WINCHESTER ELECTRONICS CORPORATION

Franklin Foster

Name: _____

Name: Franklin Foster

Title: _____

Title: Secretary

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations

Mark	Registration No.	Registration Date
K-GRIP JR.	0800236	12/14/1965
K-LOC	0995593	10/15/1974
Three Crown Design	0912608	6/8/1971
TR-3	2102173	9/30/1997
TR-4	0912023	6/8/1971
TR-5	0912024	6/8/1971
TRI-LOC	1063194	4/12/1977

Applications

Mark	Serial No.	Filing Date
KINGS	78/859,507	4/12/2006