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
AllStar Pro, LLC		1106/18/2008 I	LIMITED LIABILITY
			COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Linear LLC	
Street Address:	950 Camino Vida Roble, Suite 150	
City:	Carlsbad	
State/Country:	CALIFORNIA	
Postal Code:	92008	
Entity Type: LIMITED LIABILITY COMPANY: CALIFORNIA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2249234	ALLSTAR

CORRESPONDENCE DATA

Fax Number: (703)610-6200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-610-6100
Email: boxip@hhlaw.com

Correspondent Name: Valerie Brennan - HOGAN & HARTSON L.L.P.

Address Line 1: 8300 Greensboro Drive, Suite 1100

Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	89222.73
NAME OF SUBMITTER:	Valerie Brennan
Signature:	/vb/

TRADEMARK REEL: 003799 FRAME: 0747

900109450

Date:	06/20/2008
Total Attachments: 5 source=Allstar-assign#page1.tif source=Allstar-assign#page2.tif source=Allstar-assign#page3.tif source=Allstar-assign#page4.tif source=Allstar-assign#page5.tif	

TRADEMARK REEL: 003799 FRAME: 0748

PATENT AND TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of June 12, 2008 (this "Assignment") by and among AllStar Pro, LLC, a Delaware limited liability company ("Assignor") and Linear LLC, a California limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor has agreed to assign to the Assignee all of the Assignor's right, title, and interest in and to all of Assignor's trademarks, including, without limitation, trade names, service marks, brand names, patents, copyrights, pending applications for patents, pending applications for trademarks, expired patents and trademarks, inventions, processes, know-how, formulae, patterns, designs, trade secrets, domain names and other intellectual property and proprietary rights, including all associated goodwill and all royalties to which Assignor is entitled with respect hereto ("Intellectual Property"), including, without limitation, the patents and patent applications listed on Schedule A hereto, and all divisions, continuations, continuations-in-part, substitute applications, reissues, re-examinations, and extensions thereof, and the inventions embodied therein (collectively, the "Patents") and the trademarks and trademark applications listed on Schedule B (collectively, the "Trademarks").

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns, conveys, and transfers to Assignee all rights, titles, and interests in and to the Patents and Trademarks, including the goodwill associated with the Trademarks and any renewals and extensions of the Patents and Trademarks that are or may be secured under the laws of the United States and all foreign countries, 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, together with all income, royalties, or payments due or payable as of the effective date of this Assignment or thereafter, including, without limitation, all claims for damages or causes of action by reason of past, present, or future infringement or other unauthorized use of the Patents and Trademarks 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. This Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.
- 2. <u>Authorization</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record ownership of trademarks in the United States and in all foreign countries, to record the Assignee as the owner of the Trademarks.
- 3. <u>Further Assurances</u>. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Patents and Trademarks, including all correspondence to and from the U.S. Patent and Trademark Office, and any and all legal counsel advising on or assisting with the prosecution or maintenance of the Patents and the Trademarks. In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials in the

TRADEMARK REEL: 003799 FRAME: 0749 possession of the Assignor) to obtain, perfect, and defend the Patents and the Trademarks in this or any foreign country.

- 4. <u>Facsimiles</u>. For purposes of this Agreement, facsimile, scanned, or digitally transmitted signatures shall be deemed to be original signatures. In addition, if any of the parties sign facsimile or scanned copies of this Agreement, such copies shall be deemed originals.
- 5. <u>Governing Law</u>. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the laws of a jurisdiction other than Delaware.

IN WITNESS WHEREOF, the parties have duly executed this Patent and Trademark Assignment as of the date first written above.

ALLSTAR PRO, LLC

Name: Edward J. Cooney

Title: Vice President and Treasurer

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

This Patent and Trademark Assignment was executed before me on June 18, 2008 by Edward J. Cooney, Vice President and Treasurer AllStar Pro, LLC.

Notary Public, State of Rhode Island

My Commission Expires April 27, 2010

ACCEPTED:	
LINEAR LLC	
By: Lulay J Suddy Name: Richard L. Bready Title: Vice President	
STATE OF RHODE ISLAND) COUNTY OF PROVIDENCE)	
This Trademark Assignment was executed be Vice President of Linear LLC	fore me on June <u>//</u> , 2008 by Richard L. Bready,
	Notary Public, State of Rhode Island

SCHEDULE A

Issued and Pending Patents

Patent No.	Title	Country
6,611,205	GATE OPERATOR SAFETY SYSTEM	USA

REEL: 00,3799 FRAME: 0752

SCHEDULE B

Issued and Pending Trademarks

Trademark No.	Title	Country
2,249,234	ALLSTAR	USA

Patent and Trademark Assignment Page 5

TRADEMARK
RECORDED: 06/20/2008 REEL: 003799 FRAME: 0753