

TRADEMARK ASSIGNMENT

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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 |
| Pensar Electronic Solutions, LLC | | 12/22/2008 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | LaBarge Acquisition Company, Inc. | | |
| Street Address: | 9900 Clayton Road | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63124 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2380916 | PENSAR P | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (314)667-3633 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3145526000 | | |
| Email: | ipdocket@thompsoncoburn.com | | |
| Correspondent Name: | Tiffany L. Schwartz | | |
| Address Line 1: | One US Bank Plaza | | |
| Address Line 4: | St. Louis, MISSOURI 63101 | | |
| ATTORNEY DOCKET NUMBER: | 299-31182 | | |
| NAME OF SUBMITTER: | Tiffany L. Schwartz | | |
| Signature: | /Tiffany L. Schwartz/ | | |
| Date: | 01/08/2009 | | |

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 22nd day of December, 2008 (the "Effective Date"), by and between PENSAR ELECTRONIC SOLUTIONS, LLC, a Wisconsin limited liability company ("Assignor"), and LABARGE ACQUISITION COMPANY, INC., a Missouri corporation ("Assignee"). Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party."

RECITALS

A. Pursuant to the Asset Purchase Agreement of even date herewith (the "Purchase Agreement") by and among Assignor, all of the members of Assignor and Assignee, Assignee has agreed to purchase substantially all of the assets of Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Purchase Agreement.

B. Assignor is the owner of that certain Assigned Trademark (as defined below).

C. Assignor desires to assign all of its rights, title, and interest in and to the Assigned Trademark to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration (including that recited in the Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademark. The term "Assigned Trademark" shall mean that trademark listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) to the extent they exist, all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademark. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademark, free and clear of all security interests, liens and encumbrances. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to transfer the Assigned Trademark to Assignee.

3. Further Assurances. Upon reasonable request by Assignee, Assignor shall take or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademark and to otherwise effectuate the transactions contemplated by this Assignment.

4. Representations and Warranties. Assignor expressly represents and warrants that (a) Assignor has taken no actions which adversely affect Assignee's rights under this Assignment; (b) Assignor has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that effect the Assigned Trademark; and (c) Assignor has the right to execute and enter into this Assignment, to perform its obligations hereunder, and to assign the Assigned Trademark and all other rights transferred hereunder. Assignee represents and warrants that it has the power to enter into this Assignment and perform the obligations assumed hereunder.

5. General Provisions.

5.1 Merger and Integration. This Assignment, together with the Purchase Agreement (including all exhibits, schedules, and disclosure schedules thereto), represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein.

5.2 Conflict. This Assignment has been delivered by Assignor to Assignee pursuant to the Purchase Agreement and nothing herein contained is intended to modify the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5.3 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable to any extent, then such provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms and provisions of this Assignment shall be enforced to the greatest extent permitted by law.

5.4 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that

Party from again enforcing such term or condition in the future with respect to subsequent events.

5.5 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

5.6 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.7 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.8 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.9 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

ASSIGNOR:

PENSAR ELECTRONIC SOLUTIONS,
LLC

BY David E. Steel
David E. Steel, Managing Member

ASSIGNEE:

LABARGE ACQUISITION COMPANY, INC.

BY [Signature]
Is _____

APPENDIX A

ASSIGNED TRADEMARK

U.S. Trademark Registration Number 2380916 "Pensar P" Stylized, registered
August 29, 2000.