

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/29/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Preco Electronics, Inc.		02/20/2009	CORPORATION: IDAHO

RECEIVING PARTY DATA

Name:	Electronic Controls Company
Street Address:	833 W. Diamond Street
City:	Boise
State/Country:	IDAHO
Postal Code:	83705
Entity Type:	CORPORATION: IDAHO

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3249868	PREMIER
Registration Number:	2609204	BAC-A-LARM
Registration Number:	1102065	HUB-A-LARM

CORRESPONDENCE DATA

Fax Number: (503)220-2480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 503.294.9656
 Email: tm-pdx@stoel.com, tjhanson@stoel.com
 Correspondent Name: Gary W. Glisson
 Address Line 1: c/o Stoel Rives LLP
 Address Line 2: 900 SW Fifth Avenue, Suite 2600
 Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	32565-1
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NAME OF SUBMITTER:	Terri J. Hanson
Signature:	/Terri J. Hanson/
Date:	02/20/2009
Total Attachments: 4 source=Preco assignment#page1.tif source=Preco assignment#page2.tif source=Preco assignment#page3.tif source=Preco assignment#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on February 20 2009 by and between PRECO ELECTRONICS, INC., an Idaho corporation (the "Assignor"), and ELECTRONIC CONTROLS COMPANY, an Idaho corporation (the "Assignee") (each a "Party", and collectively, the "Parties"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Asset Purchase Agreement (defined below).

RECITALS

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of February 7, 2008 (the "Asset Purchase Agreement"), pursuant to which the Assignee acquired certain assets of the Assignor relating to the Business (as defined in the Asset Purchase Agreement) on February 29, 2008 (the "Effective Date"); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor assigned to the Assignee, effective as of the Effective Date, all of Assignee's right, title and interest in, to ^{Amended Initial} ~~date~~ ^{1/10/09} and under the trademarks and trademark registrations listed on ^{Initial} ~~Schedule A~~ attached hereto (collectively, the "Assigned Trademarks"), and therefore this Assignment is intended by the parties to be a confirmatory assignment for purposes of recording the ownership transfer with the U.S. Patent and Trademark Office *nunc pro tunc*.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. The Assignor hereby, effective as of the Effective Date, assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Assigned Trademarks, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration of the Assigned Trademarks to the Assignee.

3. Further Assurances. The Assignor covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with these presents, and that the Assignor will, upon the reasonable request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Assigned Trademarks

hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of the Assignor and the Assignee. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Assigned Trademarks, for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents as the Assignor's agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Assigned Trademarks.

4. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State.

5. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

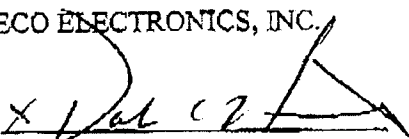
6. Conflict with Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

7. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

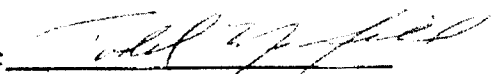
[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the date first written above.

PRECO ELECTRONICS, INC.

By: 
Name: DALE HESSING
Title: V.P. FOUND SPOT SAFETY

ELECTRONIC CONTROLS COMPANY

By: 
Name: TODD MANSFIELD
Title: SYSTEMS ENGINEERING TEAM LEAD

Amended
Schedule A

Assigned Trademarks

<u>TRADEMARK</u>		<u>APPLICATION/ REGISTRATION NO.</u>	initial
"PRECO" LOGO	<i>not assigned</i>	Registration No. 3,252,130	<i>initial</i> <u>DA</u> <i>date</i> <u>2/20/09</u>
"PREMIER"		Registration No. 3,249,868	
"PRECO"	<i>not assigned</i>	Registration No. 2,807,824	<i>initial</i> <u>DA</u> <i>date</i> <u>2/20/09</u>
"BAC-A-LARM"		Registration No. 2,609,204	
"HUB-A-LARM"		Registration No. 1,102,065	

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