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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
Nova Electronics, Inc.		12/31/2008	CORPORATION: CONNECTICUT

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: 4

Property Type	Number	Word Mark
Registration Number:	3290800	BULL LED
Registration Number:	3432039	HIDE-A-LED
Registration Number:	3423393	DELIVERING SAFETY WORLDWIDE
Registration Number:	3485790	TRAFFIC BOSS

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:	32565-2
NAME OF SUBMITTER:	Terri J. Hanson

900128511 REEL: 003946 FRAME: 0145

Signature:	/Terri J. Hanson/
Date:	03/04/2009
Total Attachments: 5 source=NOVA - Trademark Assignment#page1.tif source=NOVA - Trademark Assignment#page2.tif source=NOVA - Trademark Assignment#page3.tif source=NOVA - Trademark Assignment#page4.tif source=NOVA - Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 31, 2008, is made and entered into between NOVA ELECTRONICS, INC., a Connecticut 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 have entered into an Asset Purchase Agreement, dated as of December 31, 2008 (the "Asset Purchase Agreement"); and

WHEREAS, as a condition to Closing, the Parties agreed to enter into this Assignment pursuant to which the Assignor will assign to the Assignee all of its right, title and interest in, to and under the trademarks and trademark applications listed on Schedule A attached hereto (collectively, the "Assigned Trademarks").

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:

- 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 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. <u>Due Authorization</u>. 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 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 Assignor and Assignee. In the event Assignee is unable, after reasonable effort, to secure 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, Assignor hereby irrevocably designates and appoints Assignee and its duly

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authorized agents as 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. <u>Governing Law.</u> 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. <u>Amendment; Waiver</u>. 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. <u>Conflict with Asset Purchase Agreement</u>. 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. <u>Counterparts</u>. 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]

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

NOVA ELECTRONICS, INC.

Name Stephen G. Hanley Title: President

ELECTRONIC CONTROLS COMPANY

By:______Name:

Title:

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

NOVA ELECTRONICS, INC.	
Ву:	
Name:	
Title:	

ELECTRONIC CONTROLS COMPANY

Name: Edward Zimmer Title: CEO

Schedule A

Assigned Trademarks

TRADEMARK	APPLICATION/ REGISTRATION NO.
BULL LED and design	Registration No. 3,290,800
HIDE-A-LED	Registration No. 3,432,039
DELIVERING SAFETY WORLDWIDE	Registration No. 3,423,393
TRAFFIC BOSS	Registration No. 3,485,790

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RECORDED: 03/04/2009