

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
RS Enterprise Sales & Leasing, Inc.		05/21/2009	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Ceradyne, Inc.		
Street Address:	3169 Red Hill		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2470819	PRO-POLICE	
CORRESPONDENCE DATA			
Fax Number:	(949)955-2415		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-752-8525		
Email:	tachlaw@aol.com		
Correspondent Name:	Leonard Tachner, a professional law corp		
Address Line 1:	17961 Sky Park Circle, Suite 38-E		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	MOSK-DIAPHORM-TM2		
NAME OF SUBMITTER:	Leonard Tachner		
Signature:	/Leonard Tachner/		
Date:	07/02/2009		

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 REEL: 004016 FRAME: 0773

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of May 21, 2009 from RS Enterprise Sales & Leasing, Inc., a Utah corporation ("ASSIGNOR"), to Ceradyne, Inc., a Delaware corporation ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademark (the "Mark") as described in Exhibit A attached hereto and incorporated by reference herein, and has licensed the Mark to Diaphorm Technology, LLC, a Delaware limited liability company ("Diaphorm"), pursuant to the terms of a License Agreement, dated as of March 15, 2007;

WHEREAS, Diaphorm has entered into an Asset Purchase Agreement, dated as of May 21, 2009, with ASSIGNEE, pursuant to which ASSIGNEE will purchase and Diaphorm will sell substantially all of Diaphorm's assets to ASSIGNEE; and

WHEREAS, in connection with such purchase and sale of assets, ASSIGNOR desires to convey, transfer, sell and assign to ASSIGNEE all of its right, title, and interest in and to the Mark.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, sells and assigns, to ASSIGNEE all right, title, and interest in and to the Mark that it may have ever had or may ever have, including all common law rights, in and to the Mark, and the goodwill symbolized thereby, including all rights to sue and recover for past infringements thereof.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark and for filing and registering this assignment in all appropriate locations, including without limitation, the US Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

RS Enterprise Sales & Leasing, Inc.

By: _____

by Randy Smith, President

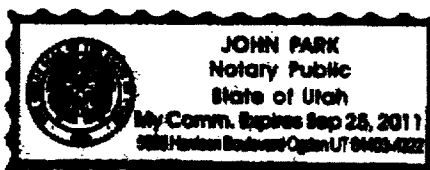
ACKNOWLEDGEMENT

State Of Utah)
County of Weber)

On May 21, 2009 before me, John Park, Notary Public, personally appeared Randy Smith, proved to me on the basis of satisfactory evidence, namely UT Driver's License, to bethe person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public



[SEAL]

EXHIBIT A
TRADEMARK ASSIGNMENT

Mark: "Pro-Police"

U.S. Trademark Registration No. 2,470,819

Class: 9

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