

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
RO Associates Incorporated	FORMERLY a/k/a RO Associates, Inc., a California corporation	03/22/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Astrodyne Corporation
Street Address:	35 Hampden Road
City:	Mansfield
State/Country:	MASSACHUSETTS
Postal Code:	02048-1807
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2281762	MEGAVERTER
Registration Number:	1711279	MICROVERTER
Registration Number:	1951638	NANOVERTER
Registration Number:	1914092	PICOVERTER
Registration Number:	2482111	SUPERVERTER
Registration Number:	2281572	UNIVERTER
Registration Number:	1694114	μ VERTER

CORRESPONDENCE DATA

Fax Number: (612)492-7077
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6124927000
 Email: ip@fredlaw.com
 Correspondent Name: Patricia A. Larson
 Address Line 1: % Fredrikson & Byron, P.A.

OP \$190.00 2281762

Address Line 2: 200 S. Sixth Street, Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
Signature:	/Patricia A. Larson/
Date:	05/10/2010
Total Attachments: 5 source=TM Assign Astrodyne#page1.tif source=TM Assign Astrodyne#page2.tif source=TM Assign Astrodyne#page3.tif source=TM Assign Astrodyne#page4.tif source=TM Assign Astrodyne#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 22, 2010, is made and entered into between RO ASSOCIATES INCORPORATED, a California corporation (the "Assignor"), and ASTRODYNE CORPORATION, a Delaware 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).

Background

WHEREAS, Assignor, Assignee and EMRISE Electronics Corporation have entered into an Asset Purchase Agreement, dated as of March 22, 2010 (the "Asset Purchase Agreement");

WHEREAS, as a condition to Closing, the parties to the Asset Purchase Agreement agreed that the Assignor and the Assignee will 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 listed on Schedule A attached hereto (the "Assigned Trademarks").

Terms

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 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 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 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 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. 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 as of the date first written above.

ASSIGNOR

RO ASSOCIATES INCORPORATED

By: *Armine V. Oliva*
Name:
Its:

ASSIGNEE

ASTRODYNE CORPORATION

By: _____
Name:
Its:

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

ASSIGNOR

RO ASSOCIATES INCORPORATED

By: _____

Name:

Its:

ASSIGNEE

ASTRODYNE CORPORATION

By: 

Name:

Its:

PETER MURPHY

PRESIDENT

[Signature Page to Trademark Assignment]

Schedule A

Assigned Trademarks

Trademark	Registration No.
MEGAVERTER	2281762
MICROVERTER	1711279
NANOVERTER	1951638
PICOVERTER	1914092
SUPERVERTER	2482111
UNIVERTER	2281572
μVERTER	1694114

DMEAST #12217290 v2

RECORDED: 05/10/2010

**TRADEMARK
REEL: 004202 FRAME: 0653**