

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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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 |
| FEDERAL SIGNAL CORPORATION | | 07/16/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | E-ONE, INC. | | |
| Street Address: | 1601 S.W. 37th Avenue | | |
| City: | Ocala | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 34474 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2844955 | SAULSBURY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (703)744-8001 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 703-744-8000 | | |
| Email: | tcope@pattonboggs.com | | |
| Correspondent Name: | Scott A. M. Chambers | | |
| Address Line 1: | 8484 Westpark Drive | | |
| Address Line 2: | Suite 900 | | |
| Address Line 4: | McLean, VIRGINIA 22102 | | |
| ATTORNEY DOCKET NUMBER: | 027174.0135TMUS | | |
| NAME OF SUBMITTER: | Theresa Cope | | |
| Signature: | /Theresa Cope/ | | |

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**TRADEMARK
 REEL: 004226 FRAME: 0701**

Date:

06/17/2010

Total Attachments: 11

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ACQUISITION AGREEMENT

among

AIP/E1 HOLDINGS, INC.,

AIP/E1 ACQUISITION, INC.,

FEDERAL SIGNAL CORPORATION

and

E-ONE, INC.

Dated as of July 16, 2008

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (this "Agreement"), is made as of this 16th day of July, 2008, by and among AIP/E1 HOLDINGS, INC., a Delaware corporation ("Buyer"), AIP/E1 ACQUISITION, INC., a Delaware corporation ("Acquisition Sub"), FEDERAL SIGNAL CORPORATION, a Delaware corporation ("Seller"), and E-ONE, INC., a Delaware corporation ("Target," and together with Seller, the "FS Entities"). Definitions for capitalized terms used in this Agreement are cross-referenced in Section 12.18 hereof.

RECITALS

WHEREAS, Seller is the owner of 100 shares of common stock of Target (the "Seller-Owned Target Shares"), such Seller-Owned Target Shares being the only shares of capital stock of Target that are issued and outstanding;

WHEREAS, Target is engaged in the development, manufacture and marketing of mission critical vehicles throughout the United States and internationally (the "Business");

WHEREAS, Buyer owns all of the issued and outstanding stock of Acquisition Sub (the "Acquisition Sub Shares");

WHEREAS, the parties desire that Acquisition Sub merge with and into Target upon the terms and conditions set forth below; and

WHEREAS, each of the parties hereto desires to set forth certain representations, warranties and covenants, and to establish certain closing conditions, made to induce the others to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

ARTICLE 1

BASIC TRANSACTION

1.1 Merger of Target and Acquisition Sub: Closing. On and subject to the terms and conditions of this Agreement, Acquisition Sub will merge with and into Target (the "Merger") at the Effective Time (as defined in Section 1.1(e) hereof). Target shall be the corporation surviving the Merger (the "Surviving Corporation").

REDACTED

PAGES 2 – 8

REDACTED

REDACTED

REDACTED

2.5 Intellectual Property; Patents; Trademarks; Trade Names. All issued patents, registered trademarks (including logos), service marks (including logos), and copyrights, and all applications or registrations therefor, and all registered domain names, owned by or used by Target in the Business ("Intellectual Property") and all contracts, agreements, commitments and understandings relating to the use or license of technology, know-how or processes by Target that are known to Target and used in the Business (the "Intellectual Property Licenses") are listed in Schedule 2.5. Except as disclosed in Schedule 2.5: (a) Target owns (free and clear of all liens, claims and encumbrances, other than Permitted Encumbrances), or has the right to use, all Intellectual Property, whether under Intellectual Property Licenses or otherwise, used by Target in the ordinary conduct of the Business; (b) the consummation of the transactions contemplated by this Agreement will not materially alter or impair any such rights or require any consent or approval, except where the failure to obtain such consent or approval would have or would not reasonably be expected to have a Material Adverse Effect; (c) no Intellectual Property owned, licensed or used by Target in the Business, or Intellectual Property License, is the subject of a lawsuit or any other proceeding, nor, within the three (3) most recently completed fiscal years of Target, has any party challenged or, to the Knowledge of the FS Entities, threatened to challenge Target's right to use such Intellectual Property or Intellectual Property License or application for any of the foregoing; (d) to the Knowledge of the FS Entities, no Person or entity is infringing or misappropriating any Intellectual Property; (e) to the Knowledge of the FS Entities, the Business as it currently is conducted by Target, including but not limited to the design, development, use, import, manufacture and sale of the equipment, technology or services (including equipment, technology or services currently under development) of Target, does not and will not infringe or misappropriate the intellectual property rights of any Person or entity, or constitute unfair competition or trade practices under the laws of any jurisdiction, and (e) neither of the FS Entities has received notice from any Person claiming that Target infringes or misappropriates the intellectual property rights of any other Person.

REDACTED

**PAGES 10 – 45
OF AGREEMENT**

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

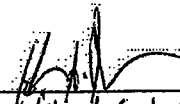
BUYER:

AIP/EI HOLDINGS, INC.

By: _____
Name: _____
Title: _____

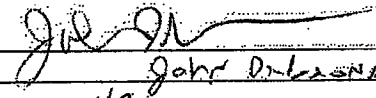
SELLER:

FEDERAL SIGNAL CORPORATION

By:  _____
Name: John A. Gruber
Title: VP - Corporate Development

TARGET:

E-ONE, INC.

By:  _____
Name: John D. Leonard
Title: VP

ACQUISITION SUB:

AIP/EI ACQUISITION, INC.

By: _____
Name: _____
Title: _____

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REDACTED

Schedule 2.5

Intellectual Property

Intellectual Property

Patents

1. U.S. Patents
 - a) 5,960,981 Water Tank Baffle – Issued 10-5-1999
 - b) 5,368,37 Fire Truck torque Box chassis Frame – Issued 11-29-1994
2. Canadian Patents
 - a) 2,263,632 Water Tank Baffle – Issued 5-28-2002
 - b) 2,105,939 Fire Truck torque Box Chassis Frame – Issued 6-23-1998
3. Mexican Patents
 - a) 186414 Fire Truck Torque Box Chassis Frame
4. In Process Patents
 - a) EzDraw, patent application number PTC/US2007/015935
 - b) Telescopic Aerial Ladders; Components; and, Method (M&G reference numbers 15729.3USP1)
 - c) Serial Link and Remotely Located Pump Control Systems (M&G reference numbers 15729.6US01 & 15729.6US02)

Trademarks

| Company | Country | Trademark | Reg. No. | Status |
|---------|----------------|---------------------|-----------|------------|
| E-One | Benelux | E-ONE | 517513 | Registered |
| E-One | Brazil | EMERGENCY ONE | 819633313 | Registered |
| E-One | European Union | E-ONE | 2753879 | Registered |
| E-One | Mexico | EMERGENCY ONE | 264753 | Registered |
| E-One | Mexico | EMERGENCY ONE | 264754 | Registered |
| E-One | Mexico | E-ONE | 416282 | Registered |
| E-One | Poland | E-ONE | 92576 | Registered |
| E-One | S. Korea | E-ONE | 282660 | Registered |
| E-One | Taiwan | E-ONE | 635408 | Registered |
| E-One | Turkey | E-ONE | 140325 | Registered |
| E-One | Uruguay | E-ONE | 364968 | Registered |
| E-One | USA | AMERICA'S FIRETRUCK | 2415206 | Registered |
| E-One | USA | COMMS-ONE | | Pending |
| E-One | USA | CREWGUARD | | Pending |
| E-One | USA | CYCLONE | 2360240 | Registered |
| E-One | USA | EMERGENCY ONE | 1137768 | Registered |

| Company | Country | Trademark | Reg. No. | Status |
|----------------|-----------|---------------------------|-----------|------------|
| E-One | USA | E-ONE | 1458984 | Registered |
| E-One | USA | EZ-ONE | 3189899 | Registered |
| E-One | USA | FEDERAL MOTORS | 2335484 | Registered |
| E-One | USA | FIRE LOCKER | 1886449 | Registered |
| E-One | USA | GATOR GRIP | 2580867 | Registered |
| E-One | USA | HURRICANE | 2332172 | Registered |
| E-One | USA | HUSH | 1466258 | Registered |
| E-One | USA | LIQUIDATOR | 2401808 | Registered |
| E-One | USA | POLAR BEAR | 2660100 | Registered |
| E-One | USA | PROTECTOR | 2332171 | Registered |
| E-One | USA | PUMA | 2885539 | Registered |
| E-One | USA | SENTRY | 1894597 | Registered |
| E-One | USA | SIDESTACKER | 2414756 | Registered |
| E-One | USA | SUPER TILLER V-MAX CAB | 2426857 | Registered |
| E-One | USA | THE QUEST | 3370108 | Registered |
| E-One | USA | THE TITAN | 1300325 | Registered |
| E-One | USA | THE TITAN FORCE | | Pending |
| E-One | USA | TRADITION | 3028462 | Registered |
| E-One | USA | TRIDENT | 2343802 | Registered |
| E-One | USA | TYPHOON | 2660305 | Registered |
| E-One | Venezuela | E-ONE | P-175949 | Registered |
| E-One Canada | Canada | PUMP & ROLL | TMA569421 | Registered |
| E-One Canada | Canada | SUPERIOR | TMA437313 | Registered |
| E-One Canada | USA | PUMP & ROLL | 2597315 | Registered |
| E-One New York | USA | SAULSBURY | 2844955 | Registered |
| E-One New York | USA | SCORPION | 2546369 | Registered |

Domain Names

1. www.americasfiretruck.com
2. <http://www.americasfiretruck.com>
3. www.emergencyone.com
4. <http://www.emergencyone.com>
5. www.e-one.com
6. <http://www.e-one.com>
7. www.e-one.us
8. <http://www.e-one.us>
9. www.e-onedealercentral.com
10. <http://www.e-onedealercentral.com>
11. www.firerescuegroup.net
12. <http://www.firerescuegroup.net>

13. www.firerescuegroup.org
14. <http://www.firerescuegroup.org>
15. www.frgna.com
16. <http://www.frgna.com/>
17. www.saulsburyfire.com
18. <http://www.saulsburyfire.com>
19. www.traditionseries.com
20. <http://www.traditionseries.com/>

Logos



Intellectual Property Licenses

1. E-One Applications

| Name | Use | Licensing | Maintenance | IT Support |
|-------------------------------|--------------------------|-------------------------------|-------------|------------|
| Microsoft Windows XP Pro | Desktop Operating System | OEM & MS Enterprise Agreement | Yes | Yes |
| Microsoft Windows 2000 Pro | Desktop Operating System | OEM & MS Enterprise Agreement | Yes | Yes |
| Microsoft Windows 2000 Server | Server Operating System | OEM & MS Enterprise Agreement | Yes | Yes |
| Microsoft Windows 2003 Server | Server Operating System | OEM & MS Enterprise Agreement | Yes | Yes |

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