

TRADEMARK ASSIGNMENT

Electronic 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
Frederick Mining Controls, LLC		11/05/2010	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	Strata Proximity Systems, LLC		
Street Address:	960 Penn Avenue		
Internal Address:	Convention Tower, Suite 400		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3486540	HAZARDAVERT	
Registration Number:	3319049	TRAMGUARD	
CORRESPONDENCE DATA			
Fax Number:	(202)420-2201		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	parsonse@dicksteinshapiro.com		
Correspondent Name:	Dickstein Shapiro LLP		
Address Line 1:	1825 Eye Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	S0606.0001		
NAME OF SUBMITTER:	Elizabeth Parsons		
Signature:	/EP/		

OP \$65.00 3486540

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 REEL: 004429 FRAME: 0773

Date:

12/10/2010

Total Attachments: 4

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EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made by and between Frederick Mining Controls, LLC, an Alabama limited liability company (the "Assignor") and Strata Proximity Systems, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used herein have the meanings provided in that certain Asset Purchase and Sale Agreement entered into by and among Assignor, Assignee and solely with respect to Article III and Sections 1.5, 6.4, 7.6, 7.6, 7.7, 7.8, 7.9 Article X and Article XI, the Members in conjunction herewith (the "Purchase Agreement"), unless otherwise defined herein.

WHEREAS, Assignor is the owner of the trade names, trademarks, service marks, trade dress, trade styles, logos, designs and/or slogans, in word mark, stylized and/or design formats, which are described and/or otherwise the subject of the registrations and pending applications identified in Exhibit A, attached hereto and incorporated by reference herein (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's entire right, title and interest in and to the Marks and the goodwill associated with each, including Assignor's right to sue and collect for past infringement thereof.

NOW THEREFORE, for the Intangible Property Amount and other good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant and subject to the terms of the Purchase Agreement, Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignor hereby irrevocably sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, all of Assignor's right, title, and interest of whatever kind in and to the Marks, together with the goodwill of the Business symbolized by the Marks, any applications and registrations relating thereto, and any renewals that may be granted thereon, and all rights, claims and privileges pertaining thereto, including, without limitation, Assignor's right to sue for and collect damages and other recoveries for past, present and future infringement thereof and the right to prosecute and maintain trademark applications and the registrations for the Marks.

2. The terms of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

3. Assignor, at no additional cost or consideration, shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Agreement.

4. This Agreement shall be governed by, and construed in accordance with the law of the State of Delaware applicable to contracts to be performed therein, without regard to its rules on conflicts of laws.

5. In the event of any conflict or other inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall be the controlling document.

6. Assignee shall be responsible for any and all costs and expenses associated with recording this Agreement with the applicable trademark office(s).

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed this 5th day of November, 2010.

**FREDERICK MINING CONTROLS,
LLC**

By: Larry D. Frederick
Name: LARRY D. FREDERICK
Title: MANAGER

STATE OF ALABAMA .
COUNTY OF Madison, ss,:

I HEREBY CERTIFY that on this 5th day of November, 2010, before me, a Notary Public for the State and County aforesaid, personally appeared Larry D. Frederick, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the representative of Frederick Mining Controls, LLC, duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.

Christene M. Buchanan

Notary Public in and for the State of Alabama

My commission expires: 4/20/13

[Signature Page – Trademark Assignment Agreement]

EXHIBIT A

MARKS

Trademark Registrations and Applications

Country	Mark	Registration/Application Number
United States	HAZARDAVERT	3486540
South Africa	HAZARDAVERT	2009/17523
United States	TRAMGUARD	3319049