

## 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
Bosch Security Systems, Inc.		11/22/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DAS Distributors, Inc.		
Street Address:	724 Lawn Road		
City:	Palmyra		
State/Country:	PENNSYLVANIA		
Postal Code:	17078		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1582356	TURNER	
CORRESPONDENCE DATA			
Fax Number:	(717)238-8623		
Phone:	717 237 6702		
Email:	kgold@rroads-sinon.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kevin M. Gold, Esquire		
Address Line 1:	One South Market Square, PO Box 1146		
Address Line 2:	12th Floor		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108-1146		
ATTORNEY DOCKET NUMBER:	10893/19		
NAME OF SUBMITTER:	Kevin M. Gold		
Signature:	/kmg/		

OP \$40.00 1582356

Date:

01/04/2012

**Total Attachments: 8**

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DATED NOVEMBER 22, 2011

DAS DISTRIBUTORS, INC.

BOSCH SECURITY SYSTEMS, INC.

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TRADE MARK ASSIGNMENT AGREEMENT

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TRADE MARK ASSIGNMENT AGREEMENT

**BETWEEN:**

- (1) DAS Distributors, Inc., a Pennsylvania corporation, (Assignee)
- (2) Bosch Security Systems, Inc., a Delaware corporation, (Assignor)

agree as follows:

**PREAMBLE**

- (A) The Parties have entered into a Letter of Intent dated October 11, 2011 under which Assignee agreed to purchase the Assignor's CB microphone business related to Roadking, RK56 and Turner branded products (the "Business") for a total amount of 750,000 US dollars, with \$700,000 being allocated to the Trademarks (as defined below) and \$50,000 being allocated to the equipment, products, inventory and supplies related to or used in connection with the Business, specifically including, without limitation, those items set forth on Schedule "A" attached hereto and made a part hereof (collectively the "Equipment"). By this Trade Mark Assignment Agreement, the acquisition of the assigned Trademarks shall be completed and the sale of the Equipment shall be completed by a separate purchase order.

**1. DEFINITIONS**

In this Agreement, capitalized terms and abbreviations shall have the meaning set forth below. Unless otherwise indicated, the definition of a term in the singular shall include the definition of such term in the plural and *vice versa*.

- 1.1 "Agreement" shall mean this Trade Mark Assignment Agreement.
- 1.2 "Assignor" or "Assignors" shall mean Bosch, as applicable, as assignor and transferor of the Trademarks.
- 1.3 "Closing Date" shall mean the date this Assignment Agreement is mutually executed by both parties and all closing deliverables due hereunder have been completed.
- 1.4 "Trademark" or "Trademarks" shall mean ROADKING, RK56 and TURNER as well as any and all other trademarks, trade names, product names and brand name rights owned by the Assignor in the United States and all foreign countries used in connection with the Business and specifically listed on Schedule 1.3. Assignor and Assignee agree and acknowledge that the Assignor's registration of the Roadking and Turner Trademarks with the United States Patent and Trademark Office ("Office") has expired; however, the Assignor has filed an application to re-register the Trademark ROADKING with the Office (the "Application"). Accordingly, to satisfy the Assignor's obligations under this Assignment Agreement, the Assignor will assign to the Assignee the Application as of the Closing Date, as well as all other rights in, to, and under the other Trademarks.

**2. INTERPRETATION**

**2.1 Table of contents, headings, sub-headings**

The table of contents, headings and sub-headings are for convenience purposes only and shall not affect the interpretation of this Agreement.

## 2.2 Certain references

Unless otherwise expressly set forth in this Agreement, a reference to

- 2.2.1 a "Section" or "Schedule" is a reference to a section or schedule of this Agreement;
- 2.2.2 a "disposal" means a sale, assignment, transfer, lease, license, trust arrangement or other disposal, whether by means of a single transaction or a series of transactions, and "dispose" is construed accordingly;
- 2.2.3 the words "hereby", "herein", "hereof" or "hereunder" is a reference to this Agreement in whole and not a specific provision of this Agreement;
- 2.2.4 the words "including", "includes", "in particular" or "such as" shall be deemed to be followed by the phrase "without limitation" and shall not be construed to express limitation in any way;

## 3. ASSIGNMENT; REGISTRATION AND ASSISTANCE; SURRENDER OF DOCUMENTS

### 3.1 Assignment of the Assigned Trademarks

Assignor, for and in exchange for the payment of the purchase price set forth above and in the Letter of Intent, which shall be paid as provided for below, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Application and Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Agreement, and any and all registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the Closing Date as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Agreement not been made.

### 3.2 Registration of the Assignee Trademarks; assistance

The Assignor shall, as soon as being asked to do so in writing by Assignee, duly complete all the forms necessary for such registration and assignment of the Application and/or Trademarks and carry out all the other acts necessary in this regard, in particular issuing declarations. Any costs (excluding internal costs of the Assignor) for such registration and assignment of the Application and Trademarks shall be borne by the Assignee. The Trademarks are being conveyed free and clear of any and all liens or encumbrances.

### 3.3 Surrender of documents; further maintenance; costs

- 3.3.1 The Assignor shall, on the Closing Date, surrender to Assignee the following documents relating to the Trademarks, each of them if and to the extent they actually are in the Assignor's possession or possessed by third parties on behalf of a Assignor: (i) copies of all documents submitted to and received from the Office during the prosecution process of the Application and (ii) copies of any material correspondence with third parties with regard to the Trademarks (iii) if applicable, the original granting certificates for the Trademarks and (iv) any other documents, agreements or contracts contemplated to be transferred hereunder.
- 3.3.2 The Assignee shall be responsible for maintenance and prosecution of the Application and Trademarks (e.g. paying of renewal fees becoming due after the Closing Date, duly answering official notices, etc.) as of the Closing Date, if not otherwise agreed upon for specific cases in writing between Assignor and Assignee.

3.3.3 Should the Assignor, after the Closing Date, pay any costs in connection with the maintenance or prosecution of the Trademarks (although not being obliged to do so, see Section 3.3.2), the Assignee will be charged by the Assignor with any costs still incurred by them in further maintenance or prosecution of the Trademarks or Application and Assignee shall reimburse the Assignor therefore within 30 (thirty) days after receipt of an invoice into a bank account specified by a Assignor from time to time. In case of default with payments, Assignee shall bear interests in the amount of 1% (one percent) per month of default.

#### 3.4 Obligations out of assignment

Assignor, as applicable, shall transfer the Trademarks identified in Schedule 1.3 hereto without additional remuneration. Assignor shall not assume any warranty and liability regarding such additional trademarks and shall not assume any further obligations in respect thereto; Sections 5.1.1 and 5.1.2 of this Trade Mark Assignment Agreement shall, in this case, apply *mutatis mutandis*.

#### 3.5 Payment of Purchase Price

It is agreed and acknowledged that the Application is being processed by the Office and although the parties are proceeding with closing on the assignment of the Application and the sale of the Trademarks, it shall remain the Assignor's obligation (and a condition of this Agreement) to complete the processing of the Application such that the Trademark will be officially re-registered with the Office and provide the Assignee with Federal trademark protection as to the Trademark ROADKING (collectively, the "Re-Registering"). Accordingly, the Purchase Price shall be paid as follows: (i) Four Hundred Thousand Dollars (\$400,000) shall be paid to the Assignor on the Closing Date, (ii) Two Hundred Thousand Dollars (\$200,000) shall be paid within ten (10) days of the Assignor delivering evidence to the Assignee that the Trademark ROADKING has been approved for publication by the Office, and (iii) the remaining One Hundred Thousand Dollars (\$100,000) shall be paid within ten (10) days of the Assignor delivering evidence to the Assignee that the Trademark ROADKING has been successfully Re-Registered with the Office, with a Certificate of Registration being issued by the Office. In the event that the Assignor has not completed the Re-Registering of the Trademark ROADKING within twenty-four (24) months of the Closing Date (the "Final Date"), the Assignor agrees, and shall be required, to refund to the Assignee twenty-five percent (25%) of the Purchase Price, being One Hundred Seventy-Five Thousand Dollars (\$175,000) (the "Refund"), within ten (10) days of the Final Date, at which time neither party shall have any further obligation under this Agreement and the Assignee shall have whatever rights in the Trademarks that the Assignor had and was able to transfer and assign, as provided for herein. In the event the Refund is required to be made as provided for above, the One Hundred Thousand Dollar (\$100,000) payment required to be made by the Assignee in connection with the Purchase Price shall be credited toward the Refund and therefore, the Assignor shall refund a total of Seventy-Five Thousand Dollars (\$75,000) to the Assignee. Notwithstanding the foregoing, (i) in the event the Assignee determines, in its sole discretion, that the Assignor is proceeding with due diligence to complete the Re-Registering but will not complete the Re-Registering by the Final Date, the Assignee shall be permitted to extend the Final Date and provide the Assignor with additional time to complete the Re-Registering and/or (ii) in the event the Assignee determines, at its sole discretion, that the Assignor is not proceeding with due diligence to complete the Re-Registering, in a timely manner, the Assignee shall be permitted to take any action it deems reasonable to complete the Re-Registering and any costs incurred by the Assignee in connection with the Re-Registering shall be permitted to be deducted from any amounts still due to the Assignor hereunder. This paragraph shall survive the closing.

4. **TAXES AND LEVIES**

Taxes or any other levy, in particular withholding taxes or transfer taxes, triggered by a transfer under this Agreement, if any, shall be borne by the Assignee.

5. **LIABILITY**

5.1.1 Therefore, Assignors do not, by virtue of this Agreement, assume any warranty, in particular for the freedom from proprietary rights of third parties of the Trademarks or products labeled with them, or for their compliance with government regulations.

5.1.2 Assignee shall, after the Closing Date, indemnify and hold Assignor harmless from and against any damages, losses, liability, claims, demands and expenses (including attorney fees) resulting from any use after the Closing Date of any Trademark by Assignee or any licensee or successor in title thereto, in particular from and against any actual or alleged defect or damages or injuries (including death) caused by products labeled with a Trademark, or any failure by Assignee to give appropriate instructions of use or recall defective products, or parts thereof.

5.1.3 Assignor shall indemnify and hold Assignee harmless from and against any damages, losses, liability, claims, demands and expenses (including attorney fees) resulting from the Assignor's use prior to the Closing Date of any Trademark by Assignor or any licensee, in particular from and against any actual or alleged defect or damages or injuries (including death) caused by products labeled with the Trademark, or any failure by Assignor to give appropriate instructions of use or recalled defective products or parts thereof, prior to the Closing Date.

6. **FURTHER ASSURANCE**

Once the Trademark and Application is assigned, Assignor agrees not to interfere with the Assignee's use of the Trademark and will sign any additional documentation that may be required to document Assignor's ownership in and rights to the Trademark, the Application and/or the Equipment.




Burnsville, MN 11/22/2011

Place/date

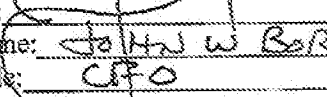
Lawn, PA 11/22/11

Place/date

Bosch Security Systems, Inc.

By:   
Name: RALPH K. STINSON  
Title: BL MGR, CS

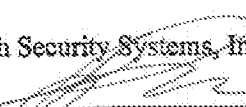
DAS Distributors, Inc.

By:   
Name: JOHN W. BARST  
Title: CFO

Burnsville, MN 11/22/2011

Place/date

Bosch Security Systems, Inc.

By:   
Name: STEVEN PARKER  
Title: SENIOR PRODUCT MANAGER

SCHEDULE 1.3

U.S. TRADEMARK APPLICATION

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>STATUS</u>
ROADKING	85,367,967			Application Filed July 11, 2011

EXPIRED U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>STATUS</u>
ROAD-KING	73,153,695	1,119,551	June 5, 1979	Expired January 9, 2010
TURNER	73,806,765	1,582,356	February 13, 1990	To be Expired

TRADE NAMES AND PRODUCT NAMES

RK56

RK56B

RK56B 4 PIN COBRA/UNIDEN BULK

RK56 OLD GLORY, US FLAG FINISH, 4 PIN COBRA/UNIDEN

RK56, CHROME FINISH, 4 PIN COBRA/UNIDEN

RK56B 4 PIN COBRA/UNIDEN BOXED

RK56, STANDARD BLACK, 4 PIN COBRA/UNIDEN