

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LegacyTexas Bank		01/05/2012	Bank:

RECEIVING PARTY DATA

Name:	Crash Rescue Service, Incorporated
Street Address:	3912 West Illinois Avenue
City:	Dallas
State/Country:	TEXAS
Postal Code:	75221
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2432678	RHINO

CORRESPONDENCE DATA

Fax Number: (972)461-1594
 Email: Scott.Cortez@legacytexas.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Scott J. Cortez
 Address Line 1: 1573 Alma
 Address Line 4: Plano, TEXAS 75075

NAME OF SUBMITTER:	Laura Keith Tapply
Signature:	/Laura Keith Tapply/
Date:	01/05/2012

Total Attachments: 29
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**ASSIGNMENT FOR SECURITY
(Patents and Trademarks)**

WHEREAS, CRASH RESCUE EQUIPMENT SERVICE, INCORPORATED, a Texas corporation (herein referred to as "Assignor"), owns (i) the letters patent and/or applications for letters patent of the United States, including, without limitation, the inventions and improvements claimed therein, more particularly described on Schedule 1 annexed hereto as part hereof (collectively, the "Patents") and (ii) the trademarks listed on Schedule 2 annexed hereto as part hereof (collectively, the "Trademarks"); and

WHEREAS, Assignor is obligated to LEGACYTEXAS BANK (referred to herein as the "Assignee"), and Assignor has entered into a Security Agreement dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in and mortgage on, among other collateral, all right, title and interest of Assignor in and to the Patents and Trademarks, together with any reissue, continuation, continuation-in-part, divisions, renewals or extension thereof, and all proceeds thereof, including, without limitation, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (the "Patent and Trademark Collateral"), to secure the prompt payment of the Indebtedness (as defined in the Agreement), and performance and observance of the obligations set forth in the Agreement.

NOW, THEREFORE, for good and valuation consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in and mortgage interest on the Patent and Trademark Collateral to secure the prompt payment of the Indebtedness (as defined in the Agreement), and performance and observance of the obligations set forth in the Agreement.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1105 W. 15th Street, Plano, Texas 75075, Attn: Scott Cortez.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 28th day of March, 2007.

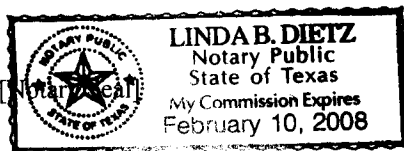
CRASH RESCUE EQUIPMENT SERVICE,
INCORPORATED, a Texas corporation

By: _____

James E. Ashton
James E. Ashton, President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me on the 28th day of March, 2007, by James E. Ashton, as President of Crash Rescue Equipment Service, Incorporated, a Texas corporation, for the purposes therein stated.



Linda B. Dietz
Notary Public, State of Texas

SCHEDULE 1

DESCRIPTION OF PATENTS

1. High Pressure Mixing and Spray Nozzle Apparatus and Method, Patent No. 4,915,300, filed 2/10/89 and issued 4/10/90
2. Bumper-Mounted Extensible Turret, Patent No. 5,899,276, filed 9/19/97 and issued 5/4/99
3. Fire Retardant Management System, Serial No. 60/600,158, filed 8/10/04
4. Fire Retardant Management System, Serial No. 11/200,842, filed 8/10/05

SCHEDULE 2

DESCRIPTION OF TRADEMARKS

1. RHINO and Design, Reg. No. 2,432,678, filed 11/3/98 and registered 3/6/01
2. REX, Reg. No. 3,084,206, filed 10/29/04 and registered 4/25/06

PARTIAL RELEASE OF SECURITY INTEREST

On the terms and subject to the conditions of a certain Patent and Asset Purchase Agreement (the "PAPA"), a copy of which is attached hereto as Exhibit A, executed by and among E-One, Inc., a Delaware corporation (the "Purchaser") and Crash Rescue Equipment Service, Incorporated, a Texas corporation (the "Seller"), the Seller has agreed to sell, assign, transfer, convey and deliver and the Purchaser has agreed to purchase all of the Seller's right, title, and interest in and to "All Assets," as defined in Section 1.5 of the PAPA and the schedules referenced therein.

LegacyTexas Bank (the "Lender") has extended one or more credit facilities to the Seller. Said credit facilities are secured by, among other collateral, some or all of "All Assets." At Seller's request and as an accommodation to Seller, Lender hereby relinquishes and releases any and all security interests, liens, or other right, title, and interest it has or may have in and to only "All Assets" (but no other assets, property or collateral), including but not limited to such security interests or liens created by (i) a certain Security Agreement dated March 28, 2007, or (ii) any other security agreement, pledge, assignment, instrument, or other document, to the extent, but only to the extent, same encumber "All Assets."

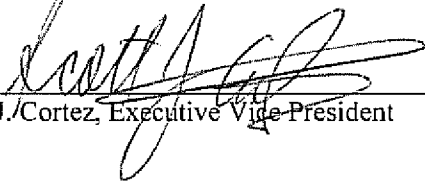
Lender will submit, or cause to be submitted, for filing the following: the UCC-3 Financing Statement Amendment(s) in form attached hereto as Exhibit B, the filing of which, along with this release, will fully and forever release only "All Assets" (but no other assets, property, or collateral) from any UCC-1 financing statement, collateral assignment, security agreement, or other lien-granting document filed in favor of the Lender, as secured party, and the Seller, as debtor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender has caused this instrument to be executed as of the 5th day of January, 2012.

LEGACYTEXAS BANK

By:



Scott J. Cortez, Executive Vice President

EXHIBIT A

[COPY OF THE PAPA]

PATENT AND ASSET PURCHASE AGREEMENT

This Patent and Asset Purchase Agreement (this "Agreement") is made as of October 10, 2011 by and between Crash Rescue Equipment Service, Inc., a Texas corporation having its principal place of business at 3912 W. Illinois Avenue, Dallas, Texas 75211 ("Seller"), and E-One, Inc., a Delaware corporation having its principal place of business at 1601 S.W. 37th Avenue, Ocala, FL 34474 ("Buyer").

WHEREAS, Seller desires to sell to Buyer the entire right, title and interest in and to certain assets owned by Seller (as such assets are specifically described and defined in Section 1 below) which make up Seller's Rhino product line (the "Rhino Products") including: all intellectual property, Designated Patents, engineering files, drawings, manuals, product enhancement data, work instructions, test equipment, all fixtures, tools and jigs used to manufacture and install the Rhino Products, and any un-built backlog and customer orders for the Rhino Products which exist at the time of closing; and

WHEREAS, Seller is the owner of the entire right, title and interest in and to All Assets including the Designated Patents and all associated intellectual property, including trademarks, copyrights and customer good will, as well as the fixtures, equipment and backlog;

WHEREAS, Buyer desires to purchase the entire right, title and interest in and to All Assets including the Designated Patents and all associated intellectual property, including trademarks, copyrights and customer good will, as well as the fixtures, equipment and backlog;

WHEREAS, the parties desire for the purchase and sale to close and become effective upon the satisfaction of certain conditions precedent set forth in Section 7 of this Agreement.

NOW, THEREFORE, in consideration of the representations, covenants and other terms and conditions contained herein, the parties hereto agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1. "Designated Patents" shall mean: (a) United States Patent No. 5,899,276 entitled "Bumper-Mounted Extensible Turret," and any and all other patents and patent applications listed on Schedule 1 hereto; (b) any parent or provisional patent application(s) upon which the priority of any of the patents or patent applications on Schedule 1 is based; (c) all past, present and future divisionals, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of any of the patents or patent applications in subsection (a) or (b) above; (d) all foreign counterparts of any of the foregoing patents or patent applications in subsection (a), (b), or (c); and, (e) all patents that have issued or issue in the future (including the right to apply for such patents) from any of the foregoing patents or patent applications in subsection (a), (b), (c) or (d).

1.2. "Other Intellectual Property" shall mean: (a) United States Trademark Reg. No. 2,432,678 for "RHINO and Design"; (b) the trademarks listed on Schedule 1; and (c) the engineering files, drawings, manuals, product enhancement data, work instructions, copyrighted works, manufacturing know how, and any other intellectual property used, held for use, or acquired or developed by Seller for use,

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1

primarily in connection with the Rhino Products in their current form or any previous form and the Designated Patents.

1.3. "Hard Assets" shall mean the build fixtures, special purpose tooling, jigs, testing equipment, unused component parts on hand, and any other specialized hardware used to manufacture the Rhino Products based on the Designated Patents, listed on Schedule 2.

1.4. "Other Assets" shall mean any of the un-built backlog customer orders for the product which exists at the time of closing listed on Schedule 3.

1.5. "All Assets" shall mean the Designated Patents, Other Intellectual Property, Hard Assets and Other Assets.

1.6. "Effective Date" shall mean the date the transaction embodied in this Agreement closes, which shall be within 10 days after the conditions precedent set forth in section 7 are satisfied.

2. PATENT TRANSFER

2.1 **Assignment.** Effective upon the Effective Date, Seller hereby irrevocably assigns, conveys, sells, grants and transfers to Buyer all of its rights, title and interest of every kind and character throughout the world in and to the Designated Patents to the full extent of its ownership or interest therein, including, without limitation:

(a) all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and

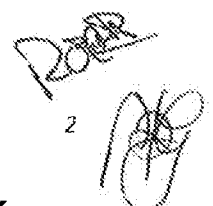
(b) any and all other rights and interests arising out of, in connection with or in relation to the Designated Patents, including without limitation the right to receive any royalties or other consideration relating to any license or similar permission to Seller or any third party.

2.2 **Recordation.** The parties shall execute and file, at Buyer's expense, with the United States Patent and Trademark Office the confirmatory assignment with respect to the Designated Patents attached hereto as Exhibit A.

3. TRADEMARK ASSIGNMENT

3.1 **Assignment.** Effective upon the Effective Date, Seller hereby irrevocably assigns, conveys, sells, grants and transfers to Buyer all of its rights, title and interest of every kind and character throughout the world in and to the trademarks listed on Schedule 1 to the full extent of its ownership or interest therein, including, without limitation:

(a) all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and


2

(b) any and all other rights and interests arising out of, in connection with or in relation to the trademarks, including without limitation the right to receive any royalties or other consideration relating to any license or similar permission to Seller or any third party.

3.2 Recordation. The parties shall execute and file, at Buyer's expense, with the United States Patent and Trademark Office the confirmatory assignment with respect to the trademarks attached hereto as Exhibit B.

4. TRANSFER OF ALL OTHER ASSETS AND PROVISION OF TRANSITION ASSISTANCE; ASSUMED LIABILITIES.

4.1 Effective upon the Effective Date, Seller hereby irrevocably assigns, conveys, sells, grants and transfers to Buyer all of its rights, title and interest of every kind and character in and to All Assets not transferred in Sections 2 and 3 above, to the full extent of its ownership or interest therein.

4.2 For a reasonable period after the Effective Date, Seller agrees to provide transition assistance to Buyer in the form of both engineering and manufacturing support as may be reasonably required by Buyer during the transition of production of the Rhino Products from Seller and its facilities to Buyer and its facilities. The reasonable costs and expenses of this transition assistance is included in the Purchase Price and shall be borne by Seller.

4.3 Buyer shall assume and agree to pay, perform and discharge all liabilities of Seller in respect of the un-built backlog and customer orders for the Rhino Products transferred to Buyer pursuant to this Agreement, but only to the extent that such liabilities and obligations are required to be performed after the Effective Date, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller on or prior to the Effective Date.


5. Further Assurances; Appointment. In connection with this Agreement and the transactions contemplated hereby, each party to this Agreement will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform its obligations under this Agreement and the transactions contemplated hereby. In the event that Buyer is unable, after reasonable notice to Seller, for any reason whatsoever, to secure Seller's signature to any document Seller is required to execute pursuant to this Agreement to vest, secure, or perfect the rights and interests of Buyer in and to the All Assets, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller's agents and attorneys-in-fact, to act for and on its behalf and instead of Seller, to execute and file any such documents and to do all other lawfully permitted acts to vest, secure, or perfect the rights and interests of Buyer in and to the All Assets, with the same legal force and effect as if executed by Seller.

6. PAYMENT

6.1 Purchase Price. Buyer shall pay to Seller by wire transfer the sum of Three Hundred Eleven Thousand US dollars (US\$311,000.00) at closing.

6.2 Taxes. Each party shall be responsible for all taxes, duties and levies directly imposed on it by all federal, state, local or other taxing authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement.



 **7. Conditions Precedent to Performance of Agreement; Termination.** The transfer and assignment of interests in All Assets, the payment of the Purchase Price, Seller's duty to provide transition assistance and all other duties and obligations of the parties hereunder are subject to and conditioned upon both of the following conditions precedent: (i) Buyer receiving an opinion acceptable to Buyer in Buyer's sole discretion, from its patent counsel that the Designated Patents are valid and enforceable; and (ii) Buyer receiving an opinion acceptable to Buyer in Buyer's sole discretion, from its patent counsel that certain other device(s) covered by identified patents of which it is aware infringe upon the Designated Patents and Buyer will be able to enforce the Designated Patents against the infringement. If both conditions are not met to the satisfaction of Buyer in its sole discretion, the obligations of the parties under this Agreement shall cease and this contract shall become null and void upon notice from Buyer to Seller that the conditions or either of them has not been satisfied. If both of the conditions are not met, or if Seller determines in the exercise of its reasonable discretion that either of such conditions will not be met, by October 8, 2011, this Agreement shall terminate and become null and void upon notice from Seller to Buyer. In the event of termination of this Agreement in accordance with this Section 7, this Agreement there shall be no liability on the part of any party hereto.

8. REPRESENTATIONS AND WARRANTIES; COVENANTS

8.1 Mutual Representations and Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement and to perform its obligations hereunder, that this Agreement is binding on and enforceable against the parties in accordance with its terms, and that compliance by each party with its obligations hereunder shall not conflict with or result in a breach of any agreement to which such party is a party or is otherwise bound.

8.2 Seller Representations and Warranties. Seller represents and warrants that, as of the Effective Date:

(a) Seller is the lawful owner of all right, title and interest in and to All Assets, and has the unrestricted right to assign such right, title and interest to Buyer free and clear of any encumbrances, liens, registrations or claims of any nature.

(b) To Seller's knowledge, the Designated Patents and all trademarks listed on Schedule 1 are valid and enforceable.

(c) The Designated Patents (i) to Seller's knowledge, are valid, subsisting and in full force and effect, (ii) have not been abandoned or passed into the public domain and (iii) to Seller's knowledge, are free and clear of any encumbrances. All trademarks listed on Schedule 1 (i) to Seller's knowledge, are valid, subsisting and in full force and effect, (ii) have not been abandoned or passed into the public domain and (iii) to Seller's knowledge, are free and clear of any encumbrances.

(d) Seller has not granted any licenses of nor any other rights under the Designated Patents, nor any trademark listed on Schedule 1, to any person other than to Buyer.

(e) To Seller's knowledge, all necessary registration, maintenance and renewal fees in connection with the Designated Patents and all trademarks listed on Schedule 1 have been paid and all necessary documents and certificates in connection with same have been filed with the U.S. Patent and Trademark Office (the "PTO") for the purposes of maintaining the Designated Patents and trademarks

listed on Schedule 1. To Seller's knowledge, there are no actions that must be taken by Seller within one hundred twenty (120) days following the Effective Date, including the payment of any registration, maintenance or renewal fees or the filing of any responses to office actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting, preserving or renewing the Designated Patents or trademarks listed on Schedule 1.

(f) To Seller's knowledge, there is no action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation by or before any governmental authority (including the PTO) anywhere in the world related to All Assets.

(g) To Seller's knowledge, All Assets are not subject to any decree, order, judgment, office action or settlement agreement or stipulation that creates a lien on, or restricts in any manner the use, transfer or licensing thereof by Seller or that may affect the validity, enforceability or use of All Assets.

(h) All Assets are fully transferable, alienable and licensable by Buyer without restriction and without payment of any kind to any third party.

8.3 Buyer's Obligation to Maintain Patents and Trademarks. Except as otherwise expressly set forth herein, from and after the Effective Date, Seller shall have no obligation to pay any maintenance fees for the Designated Patents or take any other actions to maintain the Designated Patents, including without limitation any steps to defend against any allegation that any Designated Patent is invalid or otherwise unenforceable. Except as otherwise expressly set forth herein, from and after the Effective Date, Seller shall have no obligation to file any statement of use or renewal for any trademark listed on Schedule 1 or take any other actions to maintain said trademarks, including without limitation any steps to defend against any allegation that any such trademark is invalid or otherwise unenforceable. In the event the validity or other unenforceability of any intellectual property transferred hereunder is challenged Seller shall provide all cooperation reasonably necessary for the defense against such claim or challenge (including providing testimony, documents and records relating to the challenged intellectual property) and Buyer shall reimburse Seller for all reasonable costs and expenses incurred by Seller in connection therewith. Seller shall not be entitled to recovery of any damages or any settlement amounts resulting from any such action.

8.4 Third Party Infringement.

(a) Buyer shall have the sole and exclusive right to initiate any lawsuit (or to decline to initiate such a lawsuit) against a third party for infringement of any claims of any Designated Patent or trademark transferred hereunder. Seller shall provide all cooperation reasonably necessary for the prosecution of any such lawsuit (including providing testimony, documents, and records relating to the intellectual property) and Buyer shall reimburse Seller for all reasonable costs and expenses incurred by Seller in connection therewith. Buyer shall be entitled to any recovery of damages or any settlement amounts resulting from any such lawsuit.

8.5 Covenant Not To Compete

(a) Seller hereby acknowledges and recognizes that the Rhino Products as currently designed, configured and sold are not, or may not be, covered under the Designated Patents and that



the Designated Patents may not prevent a competitor from marketing a product similar to the Rhino Products as currently designed and configured. Since this transfer of All Assets is intended to give Buyer the sole right to manufacture and sell the Rhino Products, Seller agrees that, in consideration of the premises contained herein, Seller will not, for a period of three years (3) years following closing of this transaction, (i) directly or indirectly, for itself or as a member of a partnership or as a shareholder, investor, owner, or director of a company or other entity, or as an employee, agent, associate or consultant of any person, partnership, corporation or other entity, engage in any competitive business (defined as a business that designs, develops, manufactures, markets or sells a product, product line or service that competes with the Rhino Products, including any product similar to the Rhino Products or any articulating product used to accomplish the same or a similar function or purpose as the Rhino Products, as described in the Designated Patents, or in their current design or configuration) any State of the United States or in any other part of the world; or (ii) assist others in engaging in any competitive business in the manner described in the foregoing clause (i).

(b) In the event that there shall be any violation of the covenant not to compete set forth in this Section 8.5, then the time limitation thereof shall be extended for a period of time equal to the period of time during which such violation continues; and in the event the Buyer is required to seek relief from such violation in any court, or other tribunal, then the covenant shall be extended for a period of time equal to the pendency of such proceedings, including all appeals. Seller agrees that the remedy at law for any breach by Seller of this Section 8.5 will be inadequate and that Buyer shall also be entitled to injunctive relief.

(c) At closing, Grady North, Vice President Product and Program Development of Seller will execute a non-compete agreement in the form attached as Exhibit C.

8.6 Allocation of Risk for Claims.

(a) Seller shall be responsible for and service all warranty claims on all Rhino Products, which were sold by Seller to customers prior to Effective Date. Buyer shall be responsible for and service all warranty claims on all Rhino Products, which are sold by Buyer to customers after Effective Date.

(b) Seller shall indemnify and defend Buyer and hold Buyer harmless from any damages and liabilities (including reasonable attorneys' fees and costs): (1) arising from Seller's breach of any agreement, representation or warranty made by Seller herein; (2) arising out of any alleged defects or deficiency or failure to perform of any asset transferred in this Agreement, including but not limited to product liability claims and warranty claims, arising from or related to All Assets and related parts manufactured or sold by Seller prior to Effective Date. Seller's maximum liability to Buyer pursuant to this Agreement and the transactions contemplated hereby, regardless on what basis liability is asserted, shall in no event exceed the total amount paid to Seller under this Agreement. Seller shall not be liable to Buyer for any incidental, consequential, punitive or special damages.

(c) Buyer shall indemnify and defend Seller and hold Seller harmless from any damages and liabilities (including reasonable attorneys' fees and costs): (1) arising from Buyer's breach of any agreement, representation or warranty made by Buyer herein; (2) arising out of any alleged defects or deficiency or failure to perform of any asset transferred in this Agreement, including but not limited to product liability claims and warranty claims, arising from or related to All Assets and related parts manufactured or sold by Buyer after Effective Date. Buyer's maximum liability to Seller pursuant to this Agreement and the transactions contemplated hereby, regardless on what basis liability is asserted,

*PATENT AND ASSET PURCHASE AGREEMENT
Between E-One and Crash Rescue Equipment Service*

TRADEMARK
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shall in no event exceed the total amount paid by Buyer under this Agreement. Buyer shall not be liable to Seller for any incidental, consequential, punitive or special damages.

8.7 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 8, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.


9. MISCELLANEOUS

9.1 Notice. All notices required or permitted to be given hereunder shall be in writing and shall be hand delivered or sent by certified or registered mail, private industry express courier (with written confirmation of receipt) or facsimile (with a written confirmation of facsimile) to the address specified below or to such changed address as may have been previously specified in writing by the addressed party:

If to Seller:

Crash Rescue Equipment Service, Inc.,
3912 W. Illinois Avenue, Dallas, Texas 75211
Phone: 469-484-4293
Fax:
Attention: Robert Conley, President

If to Buyer:

E-One, Inc.
1601 S.W. 37th Avenue, Ocala, FL 34474
Phone: ~~352-342-0000~~ 352 237 1122
Fax:
Attention: Peter Guilex 

Each such notice shall be effective upon receipt.

9.2 Governing Law; Dispute Resolution. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Florida without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Florida to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced only in a federal court in United States District Court for the Middle District of Florida or in state court in Marion County, Florida, and each party hereto irrevocably submits and consents to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

9.3 No Waiver. Any failure of either party to enforce, at any time or for any period of time, any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce such provisions.

9.4 Severability. If any term, clause or provision of this Agreement shall be determined to be invalid, the validity of any other term, clause or provision shall not be affected; and such invalid term, clause or provision shall be deemed deleted from this Agreement.

9.5 Headings. The headings and captions used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

9.6 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter hereof and merges and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements between the parties concerning the subject matter hereof. Each party expressly waives any implied right or obligation concerning the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both Seller and Buyer.

9.7 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one instrument binding upon the parties.

9.8 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

Crash Rescue Equipment Service, Inc., Seller

By: _____

Its: _____

(Office/Title)

Robert Conroy President

E-One, Inc., Buyer

By: _____

Its: _____

(Office/Title)

Peter C. ... President
CEO

8
[Signature]

SCHEDULE 1

PATENTS

1. United States Patent No. 5,899,276 entitled "BUMPER-MOUNTED EXTENSIBLE TURRET."

TRADEMARKS

1. United States Trademark Registration Number 2,432,678, for "RHINO and Design."

RHINO
9


SCHEDULE 2

HARD ASSETS

1. Fixtures

<u>Description</u>	<u>Size</u>	<u>Length</u>	<u>Material</u>	<u>Part#</u>	<u>QTY</u>
Channel	C4 x 5.4#	20'	Steel	n/a	1
Plate	5/8"	4' x 8'	Steel	n/a	1
Plate	1/4"	5' x 10'	Steel	n/a	1
Angle	3" x 3" x 1/4"	20'	Steel	n/a	1
Angle	1" x 1" x 1/4"	20'	Steel	n/a	1
Angle	1-1/2" x 1-1/2" x 1/4"	20'	Steel	n/a	1
<u>Raw Material</u>					
Round bar	1"	16'	Steel	n/a	1
Sheet	1/8"	4' x 10'	Aluminum		1
<u>Casters</u>					
Casters, heavy duty, 1250#, swivel	8" dia x 2" wd x 9-1/2" tall		steel	n/a	2
Casters, heavy duty, 1250#, rigid	8" dia x 2" wd x 9-1/2" tall		steel	n/a	2
<u>Parts</u>					
Switch, master, disconnect	20 amp			19220	1
Breaker, circuit	30amp			21663	2
Solenoid, Colehersee 24146				n/a	1
Switch, toggle, on/off				21510	2
Cover, switch, red, on/off				22012	2
Light, amber, indicator	small			21342	6
Battery, Interstate	12V			20374	2
Charger, battery, RMT	6 amp			14613	1
Swivel, ball bearing			Stainless	20126	2
Turret, lower, Rhino, CRES made				840026	2



2. Inventory

<u>Part#</u>	<u>Description</u>	<u>Vendor</u>	<u>QTY on hand</u>
20379	DECAL, NO STEP	TOL	4
20759	DECAL, TILT HAZARD WARNING	TOL	4
20986	DECAL, RHINO 5" WHITE REFLECTIVE RIGHT HAND SIDE	TOL	3 0
21390	DECAL, RHINO 5" WHITE REFLECTIVE LEFT HAND SIDE	TOL AMITY	4
20126	SWIVEL, BALL BEARING STAINLESS STEEL	MACHINE	1
14662	CYLINDER, 2-1/2X8 PRINCE	WOMACK	0
19107	BUMPER TUBE WELDMENT DFW:642145-0124	CRES	0
20383	MODULE, POWER DIST CENTER	TST	14
8205830	BRACKET, LIGHT HID/FLIR BALL	CRFS	3
840026	TURRET, LOWER RHINO	CRES	0
8205800	ASSYCRFB, BRACKET RHINO LIGHT	CRES	0

PATENT AND ASSET PURCHASE AGREEMENT
Between E-One and Crash Rescue Equipment Service

Penney
11 

TRADEMARK
REEL: 004693 FRAME: 0079

SCHEDULE 3

OTHER ASSETS

1. None.

12

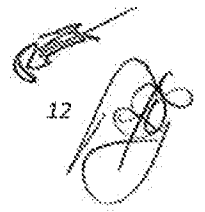


EXHIBIT A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, Crash Rescue Equipment Service, Inc., a Texas corporation having its principal place of business at 3912 W. Illinois Avenue, Dallas, Texas 75211 ("ASSIGNOR") owns the patent registrations and applications listed in Schedule 1 attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, E-One, Inc., a Delaware corporation having its principal place of business at 1601. S.W. 37th Avenue, Ocala, FL 34474 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Patent and Asset Purchase Agreement dated as of October 10, 2011, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisionals, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 10th day of October, 2011.

Crash Rescue Equipment Service, Inc.

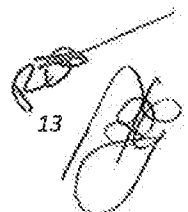
By:  _____

Name: Robert Conley _____

Title: President _____

Dated: 10/11/11 _____

PATENT AND ASSET PURCHASE AGREEMENT
Between E-One and Crash Rescue Equipment Service

13 

TRADEMARK
REEL: 004693 FRAME: 0081

STATE OF Texas)
County of Dallas) ss.

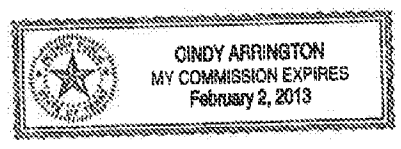
The above named person, being duly sworn upon his/her oath, personally appeared before me on this 11th day of October, 2011, and states that he/she has executed the within instrument in his/her authorized capacity.

Subscribed & sworn to before me this 11th day of October, 2011.

Cindy Arrington
Notary Public

My Commission Expires:

2-2-2013



14

A handwritten signature and scribble in the bottom right corner of the page, appearing to be a stylized signature or initials.

EXHIBIT B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, Crash Rescue Equipment Service, Inc., a Texas corporation having its principal place of business at 3912 W. Illinois Avenue, Dallas, Texas 75211 ("ASSIGNOR") owns the trademark registrations and applications listed in Schedule 1 attached hereto and incorporated herein by this reference ("TRADEMARKS"); and

WHEREAS, E-One, Inc., a Delaware corporation having its principal place of business at 1601. S.W. 37th Avenue, Ocala, FL 34474 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the TRADEMARKS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Patent and Asset Purchase Agreement dated as of October 10, 2011, assigning, among other things, all right, title and interest in and to the TRADEMARKS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the TRADEMARKS, including all extensions and renewals of the applications and registrations for the TRADEMARKS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the TRADEMARKS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 10th day of October, 2011.

Crash Rescue Equipment Service, Inc.
By: _____
Name: Robert Conley
Title: President
Dated: 10/10/11

STATE OF Texas)
) ss.
County of Dallas)

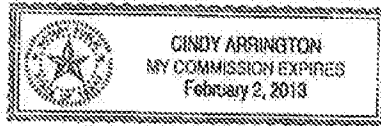
The above named person, being duly sworn upon his/her oath, personally appeared before me on this 11th day of October, 2011, and states that he/she has executed the within instrument in his/her authorized capacity.

Subscribed & sworn to before me this 11th day of October, 2011.

Cindy Arrington
Notary Public

My Commission Expires:

2-2-2013



COLUMBUS/1591925v.AC/COLUMBUS/1591925v.A

PATENT AND ASSET PURCHASE AGREEMENT
Between E-One and Crash Rescue Equipment Service

16
[Handwritten signature]

TRADEMARK
REEL: 004693 FRAME: 0084

Exhibit C

NON-COMPETITION AGREEMENT

This Non-Competition Agreement is made this 10th day of October, 2011 between Grady C. North, an individual residing in Grapevine, Texas, ("North") and E-One, Inc., a Delaware corporation having its principal place of business at 1601 S.W. 37th Avenue, Ocala, FL 34474 ("Buyer").

WHEREAS, Buyer is purchasing the entire right, title and interest in and to certain assets owned by North's employer, Crash Rescue Equipment Service, Inc., ("Seller"), which make up Seller's Rhino product line including all intellectual property, patents, trademarks, engineering files, drawings, manuals, product enhancement data and all other assets related to the Rhino product line (the "Rhino Products"); and

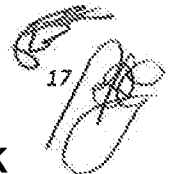
WHEREAS, North was one of the inventors of the original Rhino Products and North has worked on improvements and enhancements of the Rhino Products which may not be covered by the patent that is being transferred and has unique, specialized knowledge of the Rhino Products and their design, and North understands and agrees that it would not be fair to Buyer if North were to compete with Buyer with a product similar to the Rhino Products;

NOW, THEREFORE, in consideration of the representations, covenants and other terms and conditions contained herein, the parties hereto agree as follows:

1. North hereby acknowledges and recognizes that the Rhino Products as currently designed, configured and sold are not, or may not be, covered under the patents sold to Buyer by Seller and that these patents may not prevent a competitor from marketing a product similar to the Rhino Products as currently designed and configured. Since the transfer of assets between Buyer and Seller is intended to give Buyer the sole right to manufacture and sell the Rhino Products, North agrees that, in consideration of the premises contained herein, North will not, for a period of three years (3) years following closing of the sale of Rhino Products assets between Buyer and Seller, (i) directly or indirectly, for himself or (a) as a member of a partnership or as a shareholder, investor, owner or director of a company or other entity, or (b) as an employee, agent, associate or consultant of any person, partnership, corporation, or other entity, engage in any competitive business (defined as a business that designs, develops, manufactures, markets or sells a product, product line or service that competes with the Rhino Products, including any product similar to the Rhino Products or any articulating product used to accomplish the same or a similar function or purpose as the Rhino Products, as described in the Designated Patents, or in their current design or configuration) in any State of the United States or in any other part of the world; or (ii) assist others in engaging in any competitive business in the manner described in the foregoing clause (i).

2. In the event that there shall be any violation of the covenant not to compete set forth in this Non-Competition Agreement, then the time limitation thereof shall be extended for a period of time equal to the period of time during which such violation continues; and in the event the Buyer is required to seek relief from such violation in any court, or other tribunal, then the covenant shall be extended for a period of time equal to the pendency of such proceedings, including all appeals. North agrees that the remedy at law for any breach by North of this Agreement will be inadequate and that Buyer shall also be entitled to injunctive relief.

*PATENT AND ASSET PURCHASE AGREEMENT
Between E-One and Crash Rescue Equipment Service*

17 

TRADEMARK
REEL: 004693 FRAME: 0085


3. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete only the portion adjudicated to be invalid or unenforceable and only with respect to the particular jurisdiction in which such adjudication is made. If any provision contained in this Agreement shall, for any reason, be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

4. Any waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

5. The foregoing is the entire agreement of the parties with respect to the subject matter hereof and may not be amended, supplemented, canceled or discharged except by written instrument executed by both parties hereto. This Agreement supersedes any and all prior agreements between the parties hereto with respect to the matters covered hereby. This Agreement may be executed in counterparts, all of which taken together shall constitute one instrument binding upon the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed individually or by their duly authorized representatives:

Grady C. North


Grady North
2011.10.11 08:38:15 -05'00'

E-One, Inc. Buyer

By: 

Its: Peter Guido, President & CEO
(Office/Title)

COLUMBUS/1591925v 7

PATENT AND ASSET PURCHASE AGREEMENT
Between E-One and Crash Rescue Equipment Service

TRADEMARK
REEL: 004693 FRAME: 0086


18 

EXHIBIT B

[UCC-3 FINANCING STATEMENT AMENDMENT(S)]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Jeff Mitchell 972.716.1860

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Higier Allen & Lautin, P.C.
 Attn: Jeff Mitchell
 5057 Keller Springs Road, Suite 600
 Addison, Texas 75001**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
00-00523646

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

THE ASSETS DEFINED AS "ALL ASSETS" IN THAT CERTAIN PATENT AND ASSET PURCHASE AGREEMENT (THE "PAPA") AND THE ATTACHMENTS, EXHIBITS, AND SCHEDULES THERETO, DATED ON OR ABOUT OCTOBER 10, 2011, EXECUTED BY AND BETWEEN E-ONE, INC., A DELAWARE CORPORATION, AS THE PURCHASER, AND CRASH RESCUE EQUIPMENT SERVICE, INCORPORATED, AS SELLER, BUT EXCLUDING ANY ASSETS NOT INCLUDED IN THE DEFINITION OF "ALL ASSETS."

A COPY OF THE PATENT AND ASSET PURCHASE AGREEMENT IS ON FILE WITH SECURED PARTY (LEGACYTEXAS BANK).

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
LegacyTexas Bank

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**
4104.2129

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Jeff Mitchell 972.716.1860

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Higier Allen & Lautin, P.C.
 Attn: Jeff Mitchell
 5057 Keller Springs Road, Suite 600
 Addison, Texas 75001**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
06-0000326623

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

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OR

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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

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9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
LegacyTexas Bank

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**
4104.2129

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Jeff Mitchell 972.716.1860

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Higier Allen & Lautin, P.C.
 Attn: Jeff Mitchell
 5057 Keller Springs Road, Suite 600
 Addison, Texas 75001**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
07-0010477642

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

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9a. ORGANIZATION'S NAME
LegacyTexas Bank

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**
4104.2129

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Jeff Mitchell 972.716.1860

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Higier Allen & Lautin, P.C.
 Attn: Jeff Mitchell
 5057 Keller Springs Road, Suite 600
 Addison, Texas 75001**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
90-00173656

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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9a. ORGANIZATION'S NAME
LegacyTexas Bank

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**
4104.2129