

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
Reno Agriculture & Electronics		12/19/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Reno A&E, LLC		
Street Address:	3510 East Atlanta Avenue		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2165150	RENO A & E	
Registration Number:	2163273	RENO A&E	
CORRESPONDENCE DATA			
Fax Number:	6508134848		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6508134800		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	2440 W. El Camino Real		
Address Line 2:	Suite 700		
Address Line 4:	Mountain View, CALIFORNIA 94040		
ATTORNEY DOCKET NUMBER:	384989-124731		
NAME OF SUBMITTER:	Tayo Giwa		
Signature:	/Tayo Giwa/		

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TRADEMARK

Date:

12/20/2012

Total Attachments: 9

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RECORDABLE INTELLECTUAL PROPERTY ASSIGNMENT

This **RECORDABLE INTELLECTUAL PROPERTY ASSIGNMENT** ("Assignment") is entered into as of December 19, 2012, by and among Reno Agriculture & Electronics (d/b/a Reno A&E), a Nevada corporation ("Seller") and Reno A&E, LLC (formerly known as Eberle Acquisition, LLC), a Delaware limited liability company, with an office located at 3510 East Atlanta Avenue, Phoenix, AZ 85040 ("Buyer").

WHEREAS, Seller and Buyer and the other parties thereto have entered into that certain Asset Purchase Agreement, of even date herewith (the "APA"), pursuant to which Seller agreed to enter into this Assignment;

WHEREAS, in connection with the Closing (as defined in the APA), Eberle Acquisition, LLC is changing its name to "Reno A&E, LLC" by filing a certificate of amendment to its certificate of formation with the Delaware Secretary of State; and

WHEREAS, Seller desires to sell, convey, transfer, assign, deliver and contribute to Buyer, and Buyer desires to acquire from Seller, Seller's rights in and to certain intellectual property rights owned by Seller.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller hereby irrevocably assigns, sells, transfers, conveys and delivers to Buyer, its successors, legal representatives and assigns, for the authority of the United States of America and all foreign countries, Seller's entire right, title and interest in and to the following (collectively, the "Assigned Intellectual Property"):

(a) the issued patents and pending patent applications set forth on Schedule A (the "Assigned Patents"), the inventions claimed in the Assigned Patents, including without limitation the right to file foreign patent applications corresponding to the Assigned Patents, and the right to claim the priority date of said Assigned Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted or filed therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such Assigned Patents, the same to be held and enjoyed by Buyer, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment and sale not been made, together with its rights to collect royalties and proceeds in connection with any of the foregoing and its rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and its rights to recover damages, royalties or lost profits in connection therewith, and its rights corresponding thereto throughout the world.

(b) the names "Reno Agriculture & Electronics," "Reno Agriculture and Electronics" and "Reno A&E," and the registered trademarks set forth on Schedule B

(collectively, the "Assigned Trademarks"), together with that part of the goodwill of Seller's business associated with and symbolized by the Assigned Trademarks, including any applications, registrations, renewals and extensions thereof for the Assigned Trademarks, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, the same to be held and enjoyed by Buyer, Buyer's successors or assigns as by Seller had this Assignment not been made, together with all rights to collect royalties and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith;

(c) The copyright registrations set forth on Schedule C (the "Assigned Copyrights") and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating such copyrights, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on such copyrights, and in and to all rights corresponding to the foregoing throughout the world, the same to be held and enjoyed by Buyer, Buyer's successors or assigns as by Seller had this Assignment not been made; and

(d) the Internet domain names set forth in Schedule D (the "Assigned Domain Names").

2. Seller hereby covenants and agrees that it shall at any time upon the request and at the expense of Buyer execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to correct, perfect and/or record Buyer's title to the Assigned Intellectual Property, including without limitation to promptly execute individual assignment agreements in such form as may be required by Buyer for each jurisdiction in which any Assigned Intellectual Property is pending, issued or registered. Seller agrees that (a) until such time as Buyer is recorded or registered as the record owner of the Assigned Intellectual Property in each jurisdiction, such Seller promptly shall deliver to Buyer all notices, office actions and other correspondence received by it with respect to the Assigned Intellectual Property from any intellectual property office, governmental authority or any third party, and (b) such Seller shall not take any action with respect to the Assigned Intellectual Property, including without limitation filing any response to any office actions, except as may be authorized in advance by Buyer in its sole discretion.

3. Seller hereby authorizes and requests that the officials of the United States Patent and Trademark Office and the United States Copyright Office officials in the United States of America, the applicable Internet domain name registrars for the Assigned Domain Names and, in each case, the corresponding government officials of any and all foreign countries whose duty is to issue intellectual property protection or other evidence or forms of industrial property protection on patents, trademarks, copyrights and/or Internet domain names to record this Assignment and to issue the same

to Buyer, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. As soon as a reasonably practicable following execution of this Assignment, Seller shall perform all acts necessary to effect the transfer of the Assigned Domain Names from Seller to Buyer including, but not limited to, the execution, notarization, and return to Buyer or its agents of any transfer forms required by Buyer or Seller's Internet domain name registrar.

5. Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney in fact of Seller, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time record the transfer of the Assigned Intellectual Property from Seller to Buyer in accordance with the terms of this Assignment.

6. Seller recognizes Buyer's exclusive ownership and title to the Assigned Intellectual Property throughout the world and Seller shall not, directly or indirectly, claim adversely to Buyer any right, title or interest in and to the Assigned Intellectual Property in any country or jurisdiction of the world.

7. This Assignment shall be governed and construed in accordance with the internal laws of the State of Delaware, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction.

8. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, the Seller and Buyer have caused this Assignment to be duly executed as of the day and year first above written.

**RENO AGRICULTURE & ELECTRONICS
(d/b/a Reno A&E) ("Seller")**

By: Thomas R. Potter

Name: Thomas R. Potter

Title: President

**RENO A&E, LLC (f/k/a EBERLE
ACQUISITION, LLC) ("Buyer")**

By: Andrew R. Snyder

Name: Andrew R. Snyder

Title: VP, Secretary and Treasurer

SCHEDULE A

ASSIGNED PATENTS

<u>Title</u>	<u>Patent No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Date of Issuance</u>	<u>Jurisdiction</u>	<u>Owner</u>
Vehicle detector with improved reference tracking	5,936,551	08/832,214	April 3, 1997	Aug. 10, 1999	USA	Reno Agriculture and Electronics
Vehicle detector with audible call signal indicator	6,281,809	09/523,917	March 9, 2000	August 28, 2001	USA	Reno Agriculture and Electronics
Traffic control malfunction management unit with co-channel monitoring	7,109,886	10/719,269	November 20, 2003	September 19, 2006	USA	Reno A&E
Vehicle detector system with automatic loop checking	7,109,887	10/719,315	November 20, 2003	September 19, 2006	USA	Reno A&E
Vehicle detector system with synchronized operation	7,116,248	10/719,322	November 20, 2003	October 3, 2006	USA	Reno A&E
Traffic control malfunction management	7,378,987	10/718,819	November 21, 2003	May 27, 2008	USA	Reno A&E

Title	Patent No.	Serial No.	Filing Date	Date of Issuance	Jurisdiction	Owner
unit with per channel red enable						
Vehicle Detector with Operational Display	6,087,964	08/847,777	April 24, 1997	July 11, 2000	USA	Reno Agriculture and Electronics

SCHEDULE B

ASSIGNED TRADEMARKS

Trademark	Registration No.	Application No.	Registration Date	Jurisdiction	Owner
RENO A&E (Word & Design)	2,165,150	75/164678	June 16, 1998	USA	Reno A&E
RENO A&E (Words only)	2,163,273	75/164,273	June 9, 1998	USA	Reno A&E

SCHEDULE C

ASSIGNED COPYRIGHTS

Title	Registration No.	Registration Date	Jurisdiction	Owner
Model "B" detector	TX0004662552	May 22, 1998	USA	Reno A&E
Model "L" detector	TX0004662553	May 22, 1998	USA	Reno A&E
Model "C" detector	TX0004662554	May 22, 1998	USA	Reno A&E
Model "A" detector	TX0004662555	May 22, 1998	USA	Reno A&E

SCHEDULE D

ASSIGNED DOMAIN NAMES

Domain Name	Registrar	Registrar
RENOAE.COM	Reno A&E	NETWORK SOLUTIONS, LLC.