

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adrenaline Research, Inc.		06/10/2004	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Woodward Governor Company
<b>Street Address:</b>	5001 North Second Street
<b>City:</b>	Rockford
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	61125
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2265381	SMART FIRE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)861-8937
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-861-8617
<b>Email:</b>	judy.a.krason@bakernet.com
<b>Correspondent Name:</b>	Leslie Bertagnolli, Baker & McKenzie LLP
<b>Address Line 1:</b>	130 E. Randolph Drive, Suite 3500
<b>Address Line 2:</b>	One Prudential Plaza
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	041160
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<b>NAME OF SUBMITTER:</b>	Leslie Bertagnolli
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<b>Total Attachments: 3</b> source=WOODWARD ASSIGNMENT#page1.tif source=WOODWARD ASSIGNMENT#page2.tif source=WOODWARD ASSIGNMENT#page3.tif
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of June 10, 2004 by Adrenaline Research, Inc., a Delaware corporation ("Assignor"), to Woodward Governor Company, a Delaware corporation ("Assignee").

### PRELIMINARY STATEMENTS

1. On May 19, 2004, Assignee, Assignor and Managing Stockholder entered into an Asset Purchase Agreement (the "Agreement") pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including trademarks, trade names and similar intellectual property of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments of assignment as Assignee may reasonably request.
2. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks and trade names, all associated registrations and applications therefor and any renewals and extensions thereof, and any assumed fictional business names, including those properties listed on Schedule A, attached (all of the foregoing being referred to herein as the "Marks").

### AGREEMENT

Assignor, for and in acknowledgement of receipt of the consideration set forth in the Agreement, hereby transfers and assigns 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 Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, and all causes of action, rights of recovery and claims for damages and other relief referring or pertaining to the Marks, including claims for past and future infringement, that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, it will be governed by and construed under the laws of Delaware without regard to conflicts of laws principles that would require the application of any other law.

Assignor has executed and delivered this Assignment as of the date indicated in the first sentence of this Assignment.

Adrenaline Research, Inc.

By: [Signature]  
Name: ED VAN DYNE  
Title: PRESIDENT

State of MA )  
                  ) ss:  
County of SUFFOLK)

On this 9<sup>th</sup> day of June 2004, before me, DIAHUN A. SMITH personally appeared ED VAN DYNE, PRESIDENT of THE COMPANY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Notary Public

**SCHEDULE A**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SMART FIRE	Reg. No. 2,265,381	July 27, 1999
Setting the Pace of Peak Performance	Reg. No. 2,054,752	April 22, 1997