

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
Electronic Systems Protection Inc.		01/08/2008	CORPORATION: NEVADA
ESP International		01/08/2008	CORPORATION: NEVADA
Power Quality Innovations Inc.		01/08/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Electronic Systems Protection Inc.		
Street Address:	517 North Industrial Drive		
City:	Zebulon		
State/Country:	NORTH CAROLINA		
Postal Code:	27597		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1694082	ESP	
Serial Number:	74096884	POWER-LOCK	
CORRESPONDENCE DATA			
Fax Number:	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 951-7583		
Email:	daniel.lev@ropesgray.com, erin.dugan@ropesgray.com		
Correspondent Name:	Daniel A. Lev c/o Ropes & Gray LLP		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	GRIR-021		
NAME OF SUBMITTER:	Daniel A. Lev		

CH \$65.00 1694082

Signature:	/Daniel A. Lev/
Date:	01/10/2008
Total Attachments: 8 source=GRIR-021 TM Assignment#page1.tif source=GRIR-021 TM Assignment#page2.tif source=GRIR-021 TM Assignment#page3.tif source=GRIR-021 TM Assignment#page4.tif source=GRIR-021 TM Assignment#page5.tif source=GRIR-021 TM Assignment#page6.tif source=GRIR-021 TM Assignment#page7.tif source=GRIR-021 TM Assignment#page8.tif	

ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is dated as of January 8, 2008 ("Assignment"), and is made from Electronic Systems Protection Inc. ("ESP"), a Nevada corporation, ESP International, a Nevada corporation, and Power Quality Innovations Inc., an Alberta corporation ("Assignors") on the one hand, to Electronic Systems Protection, Inc., a Delaware corporation ("Assignee") on the other hand.

WHEREAS, the Assignors are the owners of certain registered and unregistered, U.S. and foreign servicemarks, trademarks, servicemark and trademark applications, trade names, trade dress, logos, and domain names (the "Trademarks"), including without limitation the trademarks, servicemarks, trademark and servicemark registrations and applications for registrations, and domain names listed on Schedule A attached hereto, incorporated herein, and made a part hereof; and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of December 30, 2007 (the "Purchase Agreement"), Assignee wishes to acquire from Assignors, and Assignors wish to transfer to Assignee, inter alia, all of Assignors' rights, title, and interests in and to the Trademarks, and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by Assignors:

1. Assignment. Assignors hereby assign and transfer to Assignee all rights, title, and interests in and to the Trademarks along with (i) any and all goodwill associated with or symbolized by the Trademarks; (ii) all files and records relating to the prosecution, exploitation, and defense of any of the foregoing; and (iii) all rights of action pertaining to the Trademarks, including the right to sue and recover for past infringement thereof.

2. Further Assurances. Assignors will, upon request, execute and deliver to Assignee any and all additional papers and generally do all other lawful acts deemed reasonably necessary by Assignee to carry out the terms of this Assignment, including executing further consistent assurances, confirmations, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. If for any reason Assignee is unable, after reasonable effort, to secure Assignors' signature on any document needed to procure or perfect Assignee's interest in any of the Trademarks, Assignors hereby appoint Assignee as their attorney in fact, with full power of substitution, on behalf of the Assignors and for the benefit of Assignee, to execute and enter into any documentation relating to the Trademarks; to secure registration of the Trademarks and of this Assignment; to initiate proceedings before all government and administrative bodies with respect to the Trademarks; to demand and receive any and all of the Trademarks; to give receipts and releases for and in respect of the Trademarks; to institute and prosecute in the name of the Assignors any proceedings at law, in equity, or otherwise; and to take any other action Assignee deems reasonably necessary or desirable to perfect or enforce its rights in the Trademarks. Assignors stipulate and agree that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of the Assignors at any future time.

3. Recordation. Assignors hereby request the U.S. Trademark Office and the relevant trademark authority in any other country throughout the world to record this Assignment of Trademarks to Assignee. Assignors hereby further authorize and request the U.S. Trademark Office and any relevant trademark authority throughout the world to issue any and all trademark registrations resulting from the applications assigned hereunder to Assignee, or its successors and assigns, as assignee of Assignors' entire interest therein and all goodwill symbolized thereby. Assignors agree that the attorney of record in the Trademarks will hereafter act on behalf of Assignee.

4. Cessation of Use. Assignors covenant that they will cease and desist all uses of the Trademarks, and any goodwill associated therewith, throughout the world, and that they will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Trademarks before any administrative, judicial, government, or other tribunal.

5. No Additional Remedies. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person other than Assignee, and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants, or conditions hereof, and all the terms, covenants and conditions, promises, and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignee, and its successors and assigns.

6. Definitions. Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Purchase Agreement.

7. Governing Law. This Assignment will be governed by the laws of the State of North Carolina without regard to its conflicts of laws principles.

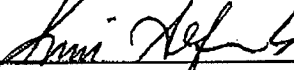
8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax, or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 8.

(Signature page follows)

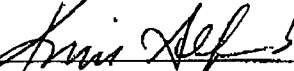
IN WITNESS WHEREOF, the parties have executed, made, and entered into this Assignment under seal as of the date first set forth above.

FOR ASSIGNORS:

ELECTRONIC SYSTEMS PROTECTION INC.

By: 
Name: KIM AUERBACH
Title: SEC/TRES

ESP INTERNATIONAL

By: 
Name: KIM AUERBACH
Title: SEC/TRES

POWER QUALITY INNOVATIONS INC.

By: 
Name: KIM AUERBACH
Title: PRESIDENT

FOR ASSIGNEE:

ELECTRONIC SYSTEMS PROTECTION, INC.

By: _____
Name: Thomas A. Burger
Title: President

[Signature Page to Assignment of Marks]

IN WITNESS WHEREOF, the parties have executed, made, and entered into this Assignment under seal as of the date first set forth above.

FOR ASSIGNORS:

ELECTRONIC SYSTEMS PROTECTION INC.

By: _____

Name:

Title:

ESP INTERNATIONAL

By: _____

Name:

Title:

POWER QUALITY INNOVATIONS INC.

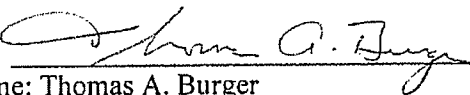
By: _____

Name:

Title:

FOR ASSIGNEE:

ELECTRONIC SYSTEMS PROTECTION, INC.

By:  _____

Name: Thomas A. Burger

Title: President

[Signature Page to Assignment of Marks]

TRADEMARK
REEL: 003693 FRAME: 0349

Notarial Certificate

ESP INTERNATIONAL

THE STATE OF Washington

County of Whatcom

This Assignment of Trademarks was executed before me on this 4 day of January 2008, by Kim Alfreds, the secretary of ESP International, a Nevada corporation, on behalf of said corporation. Kim Alfreds, the day he signed the document, was authorized to validly execute documents on behalf of said corporation.

WITNESS my hand and official seal.



Lori J. Carl
Notary Public in and for
The State of Washington

Lori J. Carl
Printed or Typed Name of Notary

My Commission Expires 04-12-11

Notarial Certificate

ELECTRONIC SYSTEMS PROTECTION INC.

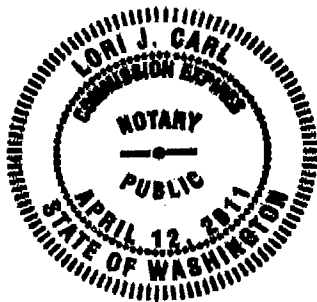
THE STATE OF Washington

County of Whatcom

This Assignment of Trademarks was executed before me on this 4 day of January 2008, by Kim Alfords, the Sec/Treas of Electronic Systems Protection Inc., a Nevada corporation, on behalf of said corporation.

Kim Alfords, the day he signed the document, was authorized to validly execute documents on behalf of said corporation.

WITNESS my hand and official seal:



Lori J. Carl
Notary Public in and for
The State of Washington

Lori J. Carl
Printed or Typed Name of Notary

My Commission Expires 04-12-11

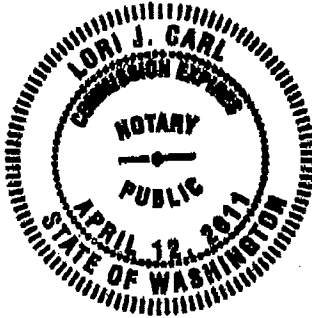
THE STATE OF Washington

County of Whatcom

This Assignment of Trademarks was executed before me on this 4 day of January 2008, by Kim Alfreds, the President of Power Quality Innovations Inc., an Alberta corporation, on behalf of said corporation.

Kim Alfreds, the day he signed the document, was authorized to validly execute documents on behalf of said corporation.

WITNESS my hand and official seal.



Lori J. Carl
Notary Public in and for
The State of Washington

Lori J. Carl
Printed or Typed Name of Notary

My Commission Expires 04-12-11

SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	Country	Registration No.	Registration Date
ESP (logo and word)	U.S.	1694082	June 16, 1992

Unregistered Servicemarks and Trademarks

Servicemark or Trademark
Electronic Systems Protection
Real Power Protection
Digital QC
MajAC
ESP Digital Power Filter

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Country	Application Number	Application Date
POWER-LOCK	U.S.	74096884 (abandoned)	September 3, 1991

Domain Names

Domain Name
www.realpowerprotection.com
www.esppowerpoints.com
www.powerprotectionmatters.com
www.espontheweb.com