

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Beaudreau Electric, Inc.	06/13/2008
RECEIVING PARTY DATA	
Name:	Franklin Fueling Systems, Inc.
Street Address:	3760 Marsh Road
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53718
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7055558
Patent Number:	6655418
Patent Number:	6886388
Application Number:	11881670
CORRESPONDENCE DATA	
Fax Number:	(312)258-5700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-258-5724
Email:	cbollinger@schiffhardin.com
Correspondent Name:	Chris L. Bollinger
Address Line 1:	P.O. Box 06079
Address Line 2:	Schiff Hardin LLP
Address Line 4:	Chicago, ILLINOIS 60606-0079
ATTORNEY DOCKET NUMBER:	16787-0133
NAME OF SUBMITTER:	Chris L. Bollinger

CH \$160.00 7055558

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") dated as of June 13, 2008, is made by and among FRANKLIN FUELING SYSTEMS, INC., an Indiana corporation ("Purchaser"), BEAUDREAU ELECTRIC, INC., a Connecticut corporation, ("Seller"). Capitalized terms used but not otherwise defined in this Assignment have the meanings given to them in the Asset Purchase Agreement dated as of June 4, 2008 by and among Purchaser, Seller, and the shareholders of Seller (the "Purchase Agreement").

WHEREAS, under the Purchase Agreement, Purchaser agreed to purchase the Acquired Assets, including the Business IP, from Seller;

WHEREAS, in the United States of America, Seller is the owner of all right, title and interest in and to various ideas, inventions, and utility models and applications therefor that are included in the Business IP, including the patents and utility models and applications therefore listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Domestic Patents");

WHEREAS, Seller is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames and other similar proprietary rights that are included in the Business IP, including those listed in Schedule B hereto, required to be transferred under the Purchase Agreement (collectively, "Other IP Assets"); and

WHEREAS, Purchaser desires to acquire all of Seller's right, title and interest in and to all Domestic Patents and Other IP Assets (collectively, the "IP Assets"), and Seller has promised, in the Purchase Agreement, to cause the same to be assigned.

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Purchase Agreement, acknowledged by Seller to have been received in full:

Section 1. Seller does hereby sell, convey, assign and transfer to Purchaser the entire right, title and interest in, to and under all IP Assets, together with the goodwill of the business symbolized by such IP Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such IP Assets, these rights to be held and enjoyed by Purchaser as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

Section 2. Seller hereby covenants and agrees that it will, in accordance with the terms of the Purchase Agreement, execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken all such further or other actions reasonably required to effect this Assignment, including executing and delivering any country-specific assignments necessary to record transfer of title hereunder.

Section 3. The terms and covenants of this Assignment shall inure to the benefit of the Purchaser, its successors and assigns and other legal representatives, and shall be binding upon the Seller, their successors, legal representatives and assigns.

Section 4. Seller hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Purchaser's name.

Section 5. This Assignment does not (i) convey any rights of Seller other than those required to be transferred under the Purchase Agreement, (ii) create any obligations for Seller in addition to those provided under the Purchase Agreement, or (iii) relieve Seller of any obligations under the Purchase Agreement.

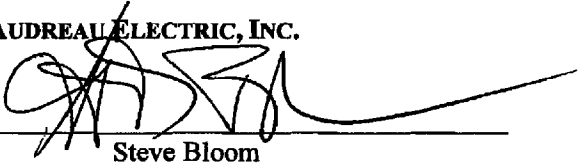
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IN TESTIMONY WHEREOF, the Parties have executed this Assignment of Intellectual Property Assets as of the date first written above.

SELLER:

BEAUDREAL ELECTRIC, INC.

By: _____



Steve Bloom
*as Chief Financial Officer and
Chief Operating Officer*

PURCHASER:

FRANKLIN FUELING SYSTEMS, INC.

By: _____

Don Kenney
as President

IN TESTIMONY WHEREOF, the Parties have executed this Assignment of Intellectual Property Assets as of the date first written above.

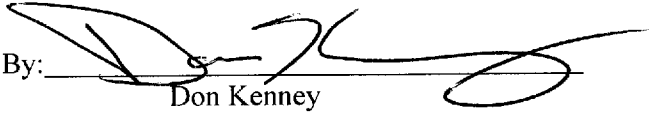
SELLER:

BEAUDREAU ELECTRIC, INC.

By: _____
Steve Bloom
*as Chief Financial Officer and
Chief Operating Officer*

PURCHASER:

FRANKLIN FUELING SYSTEMS, INC.

By: 
Don Kenney
as President

SCHEDULE A

DOMESTIC PATENTS

PATENT NUM.	TITLE	FILING DATE	ISSUE/ PUB DATE
7,055,558	Phase 1 Containment Sump Systems For Petroleum Fueling Facility Underground Storage Tanks	October 6, 2003	June 6, 2006
6,655,418	Drop Tube Seal For Petroleum Underground Storage Tanks	October 29, 2001	December 2, 2003
6,886,388	Contiguous Double Containment Underground Storage Tank Fueling System And Methods For Detecting Leaks Therein	April 23, 2003	May 3, 2005

DOMESTIC PATENT APPLICATION

APPLICATION NUM.	TITLE	FILING DATE
11/881,670	Liquid Filled Pressure/Vacuum Valve For Petroleum Underground Storage Tanks	July 27, 2007

SCHEDULE B

UNREGISTERED TRADEMARK

“One Sump”