

03-12-2002



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Flight Systems, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Pennsylvania</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Crawford/Greene L.L.C.</u> Internal Address: _____ Street Address: <u>16835 Kercheval</u> City: <u>Grosse Pointe</u> State: <u>MI</u> Zip: <u>48230</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Michigan Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>License Agreement</u></p> <p>Execution Date: <u>11-30-01</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) <u>2115134</u> <u>2092600</u> <u>1236108</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Angela Alvarez Sujek</u> Internal Address: _____ Street Address: <u>Bodman, Longley & Dahling</u> <u>110 Miller, Suite 300</u> City: <u>Ann Arbor</u> State: <u>MI</u> Zip: <u>48104</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>90.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>02-2880</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Angela Alvarez Sujek Angela Alvarez Sujek 2/12/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document. 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/12/2002 AHMED1 00000006 2115134
01 FC:481 40.00 OP
02 FC:482 50.00 OP

TRADEMARK
REEL: 002458 FRAME: 0820

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this "Agreement") is made as of November 30, 2001, by and between CRAWFORD/ GREENE L.L.C., a Michigan limited liability company (the "Company"), and FLIGHT SYSTEMS, INC., a Pennsylvania corporation ("Flight Systems").

RECITALS

- A. This Agreement is the "License" contemplated in the Asset Purchase Agreement ("Asset Purchase Agreement"), dated as of November 30, 2001, between Company and Flight Systems.
- B. Flight Systems is the owner of the trademark and tradename "Flight Systems" and registrations and applications set forth on Schedule A (the "Licensed Trademarks").
- C. The Company is purchasing (the "Asset Sale") substantially all of Flight Systems' assets relating to its automotive division ("Division") as contemplated by the Asset Purchase Agreement.
- D. Following the Asset Sale, the Company will engage in business of remanufacturing and producing newly-built electronic components for the automotive industry, including engine, transmission and body controllers, anti-lock braking system controllers, and mileage-related components, including instrument clusters and speedometers (the "Automobile Business").
- E. Following the Asset Sale, the Company desires to use the Licensed Trademarks in connection with the Automobile Business, automotive related businesses and such other businesses as may be reflected in the evolutionary growth or expansion of the Company, and Flight Systems is willing to grant to the Company the right to use the Licensed Trademarks in connection with such businesses, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, agree as follows:

ARTICLE 1 - GRANT OF LICENSE

- 1.1 Flight Systems grants to the Company, and the Company accepts, subject to the limitations set forth in this Agreement, a perpetual, exclusive, worldwide, royalty-free license to use the Licensed Trademarks in connection with the Automobile Business and any automotive related business.
- 1.2 Flight Systems grants to the Company, and the Company accepts, subject to the limitations set forth in this Agreement, a perpetual, non-exclusive, worldwide, royalty-free

license to use the Licensed Trademarks in connection with all businesses reflecting the evolutionary growth or expansion of the Company, its successors or assigns, or their respective businesses.

1.3 Notwithstanding anything to the contrary contained in Sections 1.1 and 1.2 above, the Company may not use the Trademark licenses in the business of manufacturing and distributing electronic controls for diesel engines and generators and related equipment (the "Diesel Controls Group Business") or the business of providing cable, Internet and fiber-optic services and the installation, repair, construction and splicing relating to any of the foregoing (the "Cable Division Business"). In addition, the Company may not use the name "Flight Systems" in connection with the words "Industrial Products Company".

1.4 The grant of license in Section 1.1 and 1.2 above includes the right by the Company to grant sublicenses within the scope of such licenses.

ARTICLE 2 - OWNERSHIP AND USE OF THE LICENSED TRADEMARKS

2.1 The Company acknowledges that Flight Systems owns the Licensed Trademarks and all rights in them.

2.2 The Company agrees that it will do nothing inconsistent with Flight Systems' ownership of the Licensed Trademarks and will not claim adversely to Flight Systems with regards to such ownership. The Company agrees that it will not challenge the title of Flight Systems to the Licensed Trademarks, oppose any registration of them, or challenge the validity of this Agreement or the licenses granted. Furthermore, the Company will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Licensed Trademarks.

2.3 The Company agrees to assist Flight Systems in recording this Agreement with appropriate government authorities where such recording is required by law or regulation or where such recording is permitted or desired by Flight Systems.

2.4 Flight Systems will pay all costs associated with recording this Agreement, the license granted and registering, maintaining, or renewing the Licensed Trademarks.

ARTICLE 3 - TERMINATION

3.1 Flight Systems has the right to terminate this Agreement after not less than sixty (60) days prior written notice to the Company, only if Company defaults on the Promissory Notes delivered to Flight Systems pursuant the Asset Purchase Agreement and fails to cure any such default within such sixty (60) day period or any longer applicable cure period.

ARTICLE 4 - PROTECTION

4.1 The Company will promptly notify Flight Systems of any and all infringements, imitations, simulations or other illegal use or misuse of the Licensed Trademarks which come to the Company's attention. As the sole owner of the Licensed Trademarks, Flight Systems will determine whether to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the Licensed Trademarks. If Flight Systems elects not to take such action, the Company may take such action at the Company's expense. In this event, Flight Systems will, at the Company's expense, cooperate in such action with the Company including, without limitation, joining as a party. Any money recovered by way of damages or otherwise with respect to such action will be retained by the party that bore the costs of such action; or, if the parties have shared such costs, such recovery will be shared in proportion to the costs borne by each party.

4.2 The Company will render Flight Systems reasonable assistance in connection with any matter pertaining to the protection, enforcement or infringement of Licensed Trademarks used by the Company, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

ARTICLE 5 - NEW TRADEMARKS

5.1 Should the Company desire to develop a trademark using the name "Flight Systems" in any form other than the Licensed Trademarks, it must first consult with and obtain the written approval of Flight Systems, which consent will not be unreasonably withheld or delayed. Such newly developed trademarks will be registered in the name of Flight Systems, and will be deemed to be Licensed Trademarks licensed to the Company and will be subject to all of the terms and conditions of this Agreement. Such approval will not be contingent upon the payment of any fee or royalties to Flight Systems; however, the Company will pay all costs of obtaining and maintaining such new trademarks.

ARTICLE 6 - INDEMNIFICATION

6.1 The Company agrees to indemnify, defend and hold harmless Flight Systems and its directors, officers and employees from any and all claims for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar action arising solely out of or in connection with the use by the Company of the Licensed Trademarks. Flight Systems will provide written notice to Company of any claim for which indemnity is claimed. The Company agrees that Flight Systems will have the right, but not the obligation, to participate in the defense or settlement of any claim in which Flight Systems is a named party with counsel of Flight System's choice at Flight System's expense.

6.2 Flight Systems agrees to indemnify, defend and hold harmless the Company and its directors, officers and employees from any and all claims of a third party arising out of or in connection with any claim that the Company's use of the Licensed Trademarks violates the rights of such third party to such Licensed Trademarks. Company will provide written notice to Flight Systems of any claim for which indemnity is claimed. Flight Systems agrees that Company will

have the right, but not the obligation, to participate in and control the defense or settlement of any such claim through counsel of Company's choice at Company's expense.

ARTICLE 7 - MISCELLANEOUS

7.1 **Entire Agreement.** This Agreement (including the Schedule constituting a part of this Agreement) and any other writing signed by the parties that specifically references this Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties to it any rights or remedies.

7.2 **Extension of Rights.** All rights and obligations incurred by Flight Systems or the Company will extend to and be binding upon their respective subsidiaries, affiliates, related entities, successors and assigns. This Agreement shall not be assigned unless assigned in connection with the sale of the Automobile Business.

7.3 **Waiver.** The waiver by Flight Systems of a breach of any provision of this Agreement will in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

7.4 **Injunctive Relief.** The Company acknowledges that monetary relief would not be an adequate remedy for a breach or threatened breach by the Company of the provisions of this Agreement and that Flight Systems will be entitled to seek enforcement of this Agreement by injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that Flight Systems may have.

7.5 **Disclaimer of Agency, Partnership and Joint Venture.** Nothing in this Agreement will constitute or be deemed to constitute a partnership or joint venture between the parties or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party will have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

7.6 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will not render the entire Agreement invalid. Rather, the Agreement will be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party will be construed and enforced accordingly.

7.7 **Notices.** Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing will be duly given upon delivery, if delivered by hand, facsimile transmission, intercompany mail, or mail, to the following addresses:

If to Flight Systems:

Flight Systems, Inc.
505 Fishing Creek Road
Lewisberry, Pennsylvania 17339
Attn: Robert D. Shaffner

If to the Company:

Crawford/ Greene L.L.C.
Attn: Richard S. Crawford
16835 Kercheval
Grosse Pointe, Michigan 48230

With a copy to:

Jaffe Raitt Heuer & Weiss, P.C.
Attn: Derek S. Adolf
One Woodward Avenue, Suite 2400
Detroit, Michigan 48226

or to such other addresses or telecopy numbers as may be specified by like notice to the other parties.

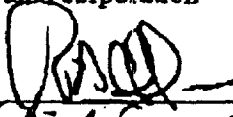
7.8 Governing Law. This Agreement will be construed in accordance with and governed by the substantive internal laws of the State of Michigan.

7.9 Arbitration. Any and all disputes, controversies or claims arising out of or related in any way to this Agreement, whether under common law or any state or federal statute, that cannot be resolved by the parties themselves, will be resolved by way of arbitration, as provided in this paragraph; provided, however, that either party may seek a preliminary or permanent injunction or other appropriate judicial relief if, in such party's judgment, such action is necessary to avoid irreparable damage or to preserve the *status quo*. All such arbitration proceedings brought by Flight Systems will be held in the metropolitan Detroit, Michigan area. All such arbitration proceedings brought by Company will be held in the Harrisburg, Pennsylvania area. All such proceedings will be conducted under the commercial rules of the American Arbitration Association (the "Rules"). A single arbitrator (the "Arbitrator"), mutually agreeable to the Company and Flight Systems, will preside over such proceedings and will make all decisions with respect to the resolution of the dispute, controversy or claim between the parties. In the event the Company and Flight Systems are unable to agree on the Arbitrator within fifteen (15) days after either party has filed for arbitration in accordance with the Rules, they will select a truly neutral arbitrator in accordance with the rules for the selection of neutral arbitrators, who will be the "Arbitrator" for the purposes of this paragraph. The decision of the Arbitrator will be final and binding on the parties involved, and a judgment may be entered in a court of competent jurisdiction in order to enforce the Arbitrator's award. The parties also

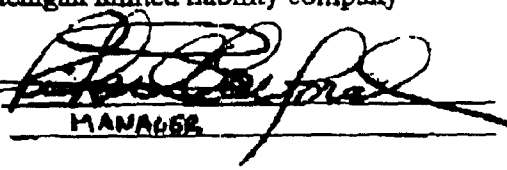
acknowledge that it is their intent to expedite the resolution of the dispute, controversy or claim in question, and that the Arbitrator will schedule the timing of the hearing consistent with that intent. During the course of the proceedings, all fees to be paid to the Arbitrator, and all expenses incurred by the Arbitrator in connection with the arbitration, will be borne by the Company and Flight Systems equally. However, the Arbitrator will award all costs and fees to the party prevailing in the Arbitration as part of any award.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

FLIGHT SYSTEMS, INC.,
a Pennsylvania corporation

By: 
Its: Chief Executive Officer

CRAWFORD/GREENE L.L.C.,
a Michigan limited liability company

By: 
Its: MANAGER

SCHEDULE A:

LICENSED TRADEMARKS

Mark	Registration Number
Flight Systems (logo)	2115134
Flight Systems (logo)	1236108
Flight Systems (words only)	2092600

Tradename
Flight Systems

0799519.05

7

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Flight Systems, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Pennsylvania
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Crawford/Greene L.L.C.

Internal

Address: _____

Street Address: 16835 Kercheval

City: Grosse Pointe State: MI Zip: 48230

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other Michigan Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other License Agreement

Execution Date: 11-30-01

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2115134

2092600

1236108

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Angela Alvarez Sujek

Internal Address: _____

Street Address: Bodman, Longley & Dahling

110 Miller, Suite 300

City: Ann Arbor State: MI Zip: 48104

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2880

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Angela Alvarez Sujek
Name of Person Signing

Angela Alvarez Sujek
Signature

2/12/02
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARKS ONLY

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- Association
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- Limited Partnership
- Corporation-State Pennsylvania
- Other

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Internal

Address:

Street Address: 16835 Kercheval

City: Grosse Pointe State: MI Zip: 48230

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- Association
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- Limited Partnership
- Corporation-State

Other Michigan Limited Liability Company

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Angela Alvarez Sujek
Name of Person Signing

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Date

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Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

BODMAN, LONGLEY & DAHLING LLP

110 MILLER, SUITE 300
ANN ARBOR, MICHIGAN 48104
(734) 761-3780
FAX (734) 930-2494

ANGELA ALVAREZ SUJEK
(734) 930-0121
ASUJEK@BODMANLONGLEY.COM

34TH FLOOR, 100 RENAISSANCE CENTER
DETROIT, MICHIGAN 48243
(313) 259-7777
FAX (313) 393-7579

February 12, 2002

201 WEST BIG BEAVER ROAD
SUITE 500
TROY, MICHIGAN 48064
(248) 362-2110
FAX (248) 244-0780

229 COURT STREET
P.O. BOX 405
CHEBOYGAN, MICHIGAN 49721
(231) 627-4351
FAX (231) 627-2802

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation Form Cover Sheet for Trademarks

Ladies and Gentlemen:

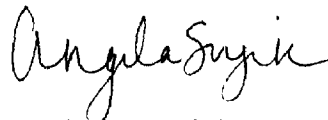
Enclosed please find:

- (1) the original and two (2) copies of the signed Recordation Form Cover Sheet for Trademarks;
- (2) a copy of the original Trademark License Agreement between Crawford/Greene L.L.C. ("Licensee") and Flight Systems, Inc. ("Licensor"); and
- (3) a check in the amount of \$90.00 made payable to "Commissioner of Patents and Trademarks" in payment of the filing fees.

Our firm has established a deposit account with your office, Account No. 02-2880. This letter will act as authority for you to withdraw from this account, should additional funds be needed to process this filing.

Please contact me if further information is required. Thank you.

Sincerely yours,



Angela Alvarez Sujek

AMAS/aw

Enclosures

EJ836466140US

AnnArbor 39424_1

RECORDED: 02/12/2002

TRADEMARK
REEL: 002458 FRAME: 0830