

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
FEDERAL SIGNAL CORPORATION		07/16/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	E-ONE, INC.		
Street Address:	1601 S.W. 37th Avenue		
City:	Ocala		
State/Country:	FLORIDA		
Postal Code:	34474		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2844955	SAULSBURY	
CORRESPONDENCE DATA			
Fax Number:	(703)744-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-744-8000		
Email:	tcope@pattonboggs.com		
Correspondent Name:	Scott A. M. Chambers		
Address Line 1:	8484 Westpark Drive		
Address Line 2:	Suite 900		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	027174.0135TMUS		
NAME OF SUBMITTER:	Theresa Cope		
Signature:	/Theresa Cope/		

OP \$40.00 2844955

900164934

**TRADEMARK
 REEL: 004226 FRAME: 0701**

Date:

06/17/2010

Total Attachments: 11

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ACQUISITION AGREEMENT

among

AIP/E1 HOLDINGS, INC.,

AIP/E1 ACQUISITION, INC.,

FEDERAL SIGNAL CORPORATION

and

E-ONE, INC.

Dated as of July 16, 2008

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (this "Agreement"), is made as of this 16th day of July, 2008, by and among AIP/E1 HOLDINGS, INC., a Delaware corporation ("Buyer"), AIP/E1 ACQUISITION, INC., a Delaware corporation ("Acquisition Sub"), FEDERAL SIGNAL CORPORATION, a Delaware corporation ("Seller"), and E-ONE, INC., a Delaware corporation ("Target," and together with Seller, the "FS Entities"). Definitions for capitalized terms used in this Agreement are cross-referenced in Section 12.18 hereof.

RECITALS

WHEREAS, Seller is the owner of 100 shares of common stock of Target (the "Seller-Owned Target Shares"), such Seller-Owned Target Shares being the only shares of capital stock of Target that are issued and outstanding;

WHEREAS, Target is engaged in the development, manufacture and marketing of mission critical vehicles throughout the United States and internationally (the "Business");

WHEREAS, Buyer owns all of the issued and outstanding stock of Acquisition Sub (the "Acquisition Sub Shares");

WHEREAS, the parties desire that Acquisition Sub merge with and into Target upon the terms and conditions set forth below; and

WHEREAS, each of the parties hereto desires to set forth certain representations, warranties and covenants, and to establish certain closing conditions, made to induce the others to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

ARTICLE 1

BASIC TRANSACTION

1.1 Merger of Target and Acquisition Sub: Closing. On and subject to the terms and conditions of this Agreement, Acquisition Sub will merge with and into Target (the "Merger") at the Effective Time (as defined in Section 1.1(e) hereof). Target shall be the corporation surviving the Merger (the "Surviving Corporation").

REDACTED

PAGES 2 – 8

REDACTED

REDACTED

REDACTED

2.5 Intellectual Property; Patents; Trademarks; Trade Names. All issued patents, registered trademarks (including logos), service marks (including logos), and copyrights, and all applications or registrations therefor, and all registered domain names, owned by or used by Target in the Business ("Intellectual Property") and all contracts, agreements, commitments and understandings relating to the use or license of technology, know-how or processes by Target that are known to Target and used in the Business (the "Intellectual Property Licenses") are listed in Schedule 2.5. Except as disclosed in Schedule 2.5: (a) Target owns (free and clear of all liens, claims and encumbrances, other than Permitted Encumbrances), or has the right to use, all Intellectual Property, whether under Intellectual Property Licenses or otherwise, used by Target in the ordinary conduct of the Business; (b) the consummation of the transactions contemplated by this Agreement will not materially alter or impair any such rights or require any consent or approval, except where the failure to obtain such consent or approval would have or would not reasonably be expected to have a Material Adverse Effect; (c) no Intellectual Property owned, licensed or used by Target in the Business, or Intellectual Property License, is the subject of a lawsuit or any other proceeding, nor, within the three (3) most recently completed fiscal years of Target, has any party challenged or, to the Knowledge of the FS Entities, threatened to challenge Target's right to use such Intellectual Property or Intellectual Property License or application for any of the foregoing; (d) to the Knowledge of the FS Entities, no Person or entity is infringing or misappropriating any Intellectual Property; (e) to the Knowledge of the FS Entities, the Business as it currently is conducted by Target, including but not limited to the design, development, use, import, manufacture and sale of the equipment, technology or services (including equipment, technology or services currently under development) of Target, does not and will not infringe or misappropriate the intellectual property rights of any Person or entity, or constitute unfair competition or trade practices under the laws of any jurisdiction, and (e) neither of the FS Entities has received notice from any Person claiming that Target infringes or misappropriates the intellectual property rights of any other Person.

REDACTED

**PAGES 10 – 45
OF AGREEMENT**

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

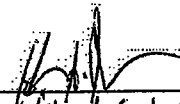
BUYER:

AIP/EI HOLDINGS, INC.

By: _____
Name: _____
Title: _____

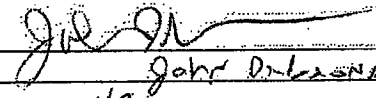
SELLER:

FEDERAL SIGNAL CORPORATION

By:  _____
Name: John A. Gruber
Title: VP - Corporate Development

TARGET:

E-ONE, INC.

By:  _____
Name: John D. Leonard
Title: VP

ACQUISITION SUB:

AIP/EI ACQUISITION, INC.

By: _____
Name: _____
Title: _____

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REDACTED

Schedule 2.5

Intellectual Property

Intellectual Property

Patents

1. U.S. Patents
 - a) 5,960,981 Water Tank Baffle – Issued 10-5-1999
 - b) 5,368,37 Fire Truck torque Box chassis Frame – Issued 11-29-1994
2. Canadian Patents
 - a) 2,263,632 Water Tank Baffle – Issued 5-28-2002
 - b) 2,105,939 Fire Truck torque Box Chassis Frame – Issued 6-23-1998
3. Mexican Patents
 - a) 186414 Fire Truck Torque Box Chassis Frame
4. In Process Patents
 - a) EzDraw, patent application number PTC/US2007/015935
 - b) Telescopic Aerial Ladders; Components; and, Method (M&G reference numbers 15729.3USP1)
 - c) Serial Link and Remotely Located Pump Control Systems (M&G reference numbers 15729.6US01 & 15729.6US02)

Trademarks

Company	Country	Trademark	Reg. No.	Status
E-One	Benelux	E-ONE	517513	Registered
E-One	Brazil	EMERGENCY ONE	819633313	Registered
E-One	European Union	E-ONE	2753879	Registered
E-One	Mexico	EMERGENCY ONE	264753	Registered
E-One	Mexico	EMERGENCY ONE	264754	Registered
E-One	Mexico	E-ONE	416282	Registered
E-One	Poland	E-ONE	92576	Registered
E-One	S. Korea	E-ONE	282660	Registered
E-One	Taiwan	E-ONE	635408	Registered
E-One	Turkey	E-ONE	140325	Registered
E-One	Uruguay	E-ONE	364968	Registered
E-One	USA	AMERICA'S FIRETRUCK	2415206	Registered
E-One	USA	COMMS-ONE		Pending
E-One	USA	CREWGUARD		Pending
E-One	USA	CYCLONE	2360240	Registered
E-One	USA	EMERGENCY ONE	1137768	Registered

Company	Country	Trademark	Reg. No.	Status
E-One	USA	E-ONE	1458984	Registered
E-One	USA	EZ-ONE	3189899	Registered
E-One	USA	FEDERAL MOTORS	2335484	Registered
E-One	USA	FIRE LOCKER	1886449	Registered
E-One	USA	GATOR GRIP	2580867	Registered
E-One	USA	HURRICANE	2332172	Registered
E-One	USA	HUSH	1466258	Registered
E-One	USA	LIQUIDATOR	2401808	Registered
E-One	USA	POLAR BEAR	2660100	Registered
E-One	USA	PROTECTOR	2332171	Registered
E-One	USA	PUMA	2885539	Registered
E-One	USA	SENTRY	1894597	Registered
E-One	USA	SIDESTACKER	2414756	Registered
E-One	USA	SUPER TILLER V-MAX CAB	2426857	Registered
E-One	USA	THE QUEST	3370108	Registered
E-One	USA	THE TITAN	1300325	Registered
E-One	USA	THE TITAN FORCE		Pending
E-One	USA	TRADITION	3028462	Registered
E-One	USA	TRIDENT	2343802	Registered
E-One	USA	TYPHOON	2660305	Registered
E-One	Venezuela	E-ONE	P-175949	Registered
E-One Canada	Canada	PUMP & ROLL	TMA569421	Registered
E-One Canada	Canada	SUPERIOR	TMA437313	Registered
E-One Canada	USA	PUMP & ROLL	2597315	Registered
E-One New York	USA	SAULSBURY	2844955	Registered
E-One New York	USA	SCORPION	2546369	Registered

Domain Names

1. www.americasfiretruck.com
2. <http://www.americasfiretruck.com>
3. www.emergencyone.com
4. <http://www.emergencyone.com>
5. www.e-one.com
6. <http://www.e-one.com>
7. www.e-one.us
8. <http://www.e-one.us>
9. www.e-onedealercentral.com
10. <http://www.e-onedealercentral.com>
11. www.firerescuegroup.net
12. <http://www.firerescuegroup.net>

13. www.firerescuegroup.org
14. <http://www.firerescuegroup.org>
15. www.frgna.com
16. <http://www.frgna.com/>
17. www.saulsburyfire.com
18. <http://www.saulsburyfire.com>
19. www.traditionseries.com
20. <http://www.traditionseries.com/>

Logos



Intellectual Property Licenses

1. E-One Applications

Name	Use	Licensing	Maintenance	IT Support
Microsoft Windows XP Pro	Desktop Operating System	OEM & MS Enterprise Agreement	Yes	Yes
Microsoft Windows 2000 Pro	Desktop Operating System	OEM & MS Enterprise Agreement	Yes	Yes
Microsoft Windows 2000 Server	Server Operating System	OEM & MS Enterprise Agreement	Yes	Yes
Microsoft Windows 2003 Server	Server Operating System	OEM & MS Enterprise Agreement	Yes	Yes

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REDACTED