

Final Execution Version

GENERAL ASSIGNMENT

*EM
1:19 pm 11/19/10*

THIS ASSIGNMENT ("Assignment"), made this 29th day of October, 2010, by and between **Unisen, Inc. (dba Star Trac)**, a California corporation (the "Assignor") and **Ford-ABC 864736, Inc.**, a California corporation (the "Assignee") (the Assignor and the Assignee, each a "Party" and collectively the "Parties"), with reference to the following:

Recitals

- A. Assignor has its principal place of business at 14410 Myford Road, Irvine, CA 92606, and its federal tax identification number is 95-2925759;
- B. Assignor is indebted to diverse creditors and is desirous of providing for payment of those creditors by making a general assignment of all of Assignor's assets for that purpose;
- C. Assignee has its principal place of business in San Diego County, California;
- D. On October 29, 2010 Assignee and Assignor entered into that certain Confidentiality Agreement ("Confidentiality Agreement") in connection with the transaction for the general assignment that is contemplated herein;
- E. On October 29, 2010 Assignee and Assignor entered into that certain Mandate Agreement ("Mandate Agreement"), under which Assignee is to solicit offers for the Assigned Assets (as defined in the Mandate Agreement) and to select a Final Selected Offer (as defined in the Mandate Agreement) in contemplation of the Assignment provided for hereunder; and
- F. On October 29, 2010 Assignor's Board of Directors executed a Unanimous Written Consent authorizing Assignor to make a general assignment of all assets of Assignor to Assignee, subject to the fulfillment of the condition precedent to such assignment.

Agreement

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, does hereby make the following general assignment for the benefit of Assignor's creditors to Assignee, *subject to* the satisfaction of the condition precedent set forth in Section 9 hereof ("Condition Precedent") and otherwise under the following terms and conditions, all of which terms and conditions are agreed to by the Assignor and Assignee:

- 1. Assignment of Assets. Subject to the satisfaction of the Condition Precedent, effective upon the Closing (defined below) of the ABC, Assignor grants, assigns, bargains, sells and transfers to Assignee, its successors and assigns, in trust, for the benefit of all the Assignor's creditors generally, all of the property and assets of Assignor of every kind and nature whatsoever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or equity therein not exempt from the enforcement of a money judgment, including, without limitation, all inventory, merchandise, goods, furniture, fixtures, machinery, vehicles, supplies, equipment, raw materials, work in process, spare parts, tools, dies,



ACCEPTED BY ASSIGNEE on November 19, 2010

"Assignor"

Unisen, Inc.,
a California corporation

By: /s/ (original signature redacted for confidentiality reasons)

Signature

Michael LeVayne President & COO
Print Name/ Title

"Assignee"

Ford-ABC 864736, Inc.,
a California corporation

By: /s/ (original signature redacted for confidentiality reasons)

Larry A. Ford
President