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OFFICE

Docket No.:

Form PTO-1594
1-31-92

100723151
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Intelligent Controls, Inc.

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

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):

Name: GYYR, Inc.

Internal Address: _____

Street Address: 1515 S. Manchester Avenue

City Anaheim State California ZIP 92802

3. Name of Conveyance:

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

Execution Date: October 31, 1997

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? yes no

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) 1692074

Additional numbers attached? yes no

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

Name: Rami S. Yanni

Internal Address: GRAHAM & JAMES

Street Address: 801 So. Figueroa St., 14th Fl.

City: Los Angeles State: CA ZIP 90017-5554

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41):.....\$160.00
(40.00 + Expedited)
(Fee of \$120.00)

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Rami S. Yanni

Name of Person Signing



Signature

5/27/98

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

06/01/1998 DCOATES 00000033 1692074

01 FC:401
02 FC:467

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

Public burden for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT

Intelligent Controls, Inc., a Washington corporation, located at 6825 - 216th S.W., #J, Lynnwood, Washington 98036 ("Assignor"), is the rightful owner of and is using the registered mark listed on the Schedule A, attached hereto. The referenced mark, registration therefor, renewals, the good will of the business symbolized thereby, and all worldwide rights contained therein, together with all pending and issued foreign registrations therefor, are hereinafter collectively referred to as the "Mark."

WHEREAS GYYR, Inc., a California corporation, whose principal office is located at 1515 S. Manchester Avenue, Anaheim, California 92802 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Mark; and

WHEREAS Assignor desires to assign all right, title and interest in and to the Mark to Assignee as part of, and in partial consideration of, an existing agreement by and between Assignor and Assignee.

NOW, THEREFORE, in consideration of the foregoing, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns unto Assignee all right, title, and interest in and to the Mark, (the "Assignment").

2. The Assignment shall also include all claims for damages by reason of past infringement of the Mark, if any, together with the right to sue for and collect the same for the sole use and benefit of Assignee and its successors, assigns, or other legal representatives.

3. Assignor represents and warrants to Assignee as follows:

3.1. Assignor has the full right, power and authority to enter into and perform this Assignment and to grant to Assignee all the rights granted herein; and Assignor is not a party to any agreement or understanding which would conflict with this Assignment;

3.2. The Mark listed in the attached Schedule A is a true and complete list of all Marks including, without limitation, service marks, tradenames, rights, and registrations, and including all marks, rights and registrations under foreign laws, of all marks owned or used by Assignor, in whole or in part, in conducting its business with respect to the goods and services identified for the Mark in the attached Schedule A;

3.3. The Mark is valid, subsisting and enforceable;

3.4. Assignor is the sole legal and beneficial owner of all rights in and to the Mark and hereby transfers all such rights to Assignee;

3.5. No portion of the Mark has been assigned or licensed to any other person or entity and there are no liens, claims or encumbrances on the Mark or any rights therein;

3.6. Assignor shall indemnify and hold Assignee harmless from any and all liability, damages, and expenses, including attorneys' fees which the Assignee suffers or incurs as a result of or in connection with any breach of the representations and warranties set forth in this Section 3; and

3.7. The above representations, warranties, and indemnities shall survive the consummation of this transaction.

4. Assignor has secured and, upon execution hereof, or as soon as received by Assignor, shall transfer to Assignee, all applications, registrations, licenses, permits, releases or other necessary consents, if any, relating to the Mark or any portion or component thereof. Assignor shall assist Assignee in obtaining any further registrations, licenses, permits or releases relating to the Mark as reasonably desired and required by Assignee. If Assignor is unavailable or otherwise unwilling to execute such documents, Assignor appoints Assignee as its attorney-in-fact to execute any such documents that Assignee deems necessary to record any of these grants with the United States Patent & Trademark Office, similar foreign offices, or elsewhere.

5. Assignor agrees and acknowledges that if it has obtained or obtains in the future, in any country, any right, title, or interest (including the filing of any application for trademark or service mark registration or the issuance of any registration) in any mark(s) which are confusingly similar to, or translations and/or transliterations of, the Mark (collectively, "Related Marks"), Assignor shall so notify Assignee, and that Assignor has acted or will act as an agent on and for Assignee's behalf. Assignor further agrees to execute any and all instruments deemed by Assignee, its attorneys or representatives, to be necessary to transfer such right, title, or interest in the Related Marks to Assignee.

6. Assignor further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign to Assignee all of Assignor's interests in and to the Mark.

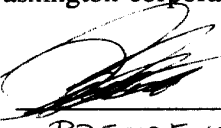
This Assignment shall be effective for all purposes on the 31st day of October, 1998⁷.

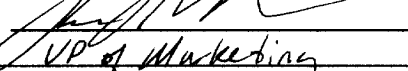
Assignor:

Assignee:

Intelligent Controls, Inc.
a Washington corporation

GYJR, Inc.
a California corporation

By:  (ROBERT R PERCIVAL)
Its: PRESIDENT

By: 
Its: VP of Marketing

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Schedule A

| Mark | U.S. Registration Status | Registration No. | Int'l Class | Goods/Services |
|--------------|--------------------------------|---------------------|-------------|--|
| ID SOLUTIONS | Registered | 1692074 | 42 | Distributorship services in the laser scanner and hand-held contact bar code wand fields, and printing identifications cards and badges to the order and/or specification of others. |