

08-07-1998



Tab settings

To the Honorable Commissioner

100786855

... receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

Continental Instruments Corporation

7-30-98

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

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

3. Nature of conveyance:

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

Execution Date: June 10, 1998

2. Name and address of receiving party(ies)

Name: HID Corporation

Internal Address:

Street Address: 9292 Jeronimo Road

City: Irvine State: CA ZIP: 92618

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

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

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

Trademark Application No.(s)

B. Trademark Registration No.(s)

1,662,273

Additional numbers attached? Yes No

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

Name: Rodney F. Brown

Internal Address:

Street Address: 3365 Baltimore St.

City: San Diego State: CA ZIP: 92117

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

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.

Rodney F. Brown
Name of Person Signing

Signature

Jul 25, 1998
Date

Total number of pages including cover sheet, attachments, and document: 3

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ASSIGNMENT AGREEMENT FOR TRADEMARK

THIS ASSIGNMENT AGREEMENT FOR TRADEMARK (the "Assignment"), is made as of the execution date by and between Continental Instruments Corporation, a New York corporation having a principal place of business at 70 Hopper Street, Westbury, New York 11590 ("Assignor") and HID Corporation, a Delaware corporation having a principal place of business at 9292 Jeronimo Road, Irvine, California 92618-1905 ("Assignee");

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to United States Trademark Registration Number 1,662,273 for the mark "PROXPASS" (hereinafter the "Trademark Registration") and is the sole and exclusive owner of the entire right, title and interest in and to the goodwill of the business relating to the Trademark Registration (hereinafter the "Goodwill");

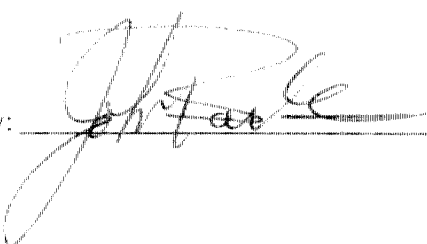
WHEREAS, Assignee wishes to acquire and Assignor wishes to assign to Assignee all right, title and interest in and to the Trademark Registration, together with the Goodwill related thereto;

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees to assign, transfer and set over and does hereby assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademark Registration together with the Goodwill related thereto, including any renewals or extensions of the Trademark Registration that are or may be secured under the laws of the United States now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, to record Assignee as assignee of the entire right, title and interest in and to the Trademark for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, the undersigned has caused this Assignment to be signed and executed by the undersigned officer thereunto duly authorized.

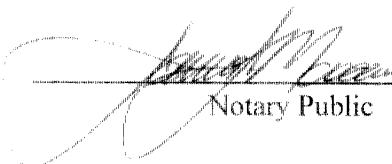
CONTINENTAL INSTRUMENTS CORPORATION

By: 

Date: June 10, 1998


On June 10, 1998 before me, James J. Manseau, a Notary Public in and for said State, personally appeared John Banks, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing Assignment and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

JAMES J. MANSEAU
Notary Public, State of New York
No. 4818077
Qualified in Suffolk County
Commission Expires 7/31/98

Acknowledged and agreed to by:
HID CORPORATION

By: 
Donald G. Small, Jr.
Vice President

Date: 7-20-1998

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