

U.S. PATENT AND TRADEMARK OFFICE

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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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):
Odetics, Inc.

EM MLD
3-9-99

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

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

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

Name: **GYR, Inc.**
Internal Address: _____

Street Address:
1515 South Manchester Avenue
City: **Anaheim** State **CA** ZIP **92802**

3. Name of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **November 1, 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) **1,579,915;**
1,347,738; 1,349,015

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:
3

7. Total fee (37 CFR 3.41):.....\$ **90.00**
 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]
Signature

March 8, 1999
Date

Total number of pages comprising cover sheet: **1**

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

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

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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

Odetics, Inc., a Delaware corporation, located at 1515 South Manchester Avenue, Anaheim, California 92802 ("Assignor"), is the rightful owner of and is using the registered marks listed on Schedule A, attached hereto. The referenced marks, registrations 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 "Marks."

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 Marks; and

WHEREAS Assignor desires to assign all right, title and interest in and to the Marks 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 Marks (the "Assignment").

2. The Assignment shall also include all claims for damages by reason of past infringement of the Marks, 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; and

3.2. Assignor is the sole legal and beneficial owner of all rights in and to the Marks and hereby transfers all such rights to Assignee.

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 Marks or any portion or component thereof. Assignor shall assist Assignee in obtaining any further registrations, licenses, permits or releases relating to the Marks 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 Marks (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 Marks.

This Assignment shall be effective for all purposes as of the 1st day of November, 1997.

Assignor:

Odetics, Inc.
a Delaware corporation

By: 
Thomas Bartholet

Its: VP, Corporate Development

Assignee:

GYYR, Inc.
a California corporation

By: 
Frank W. Borst

Its: President

Schedule A

Mark	U.S. Registration Status	Registration No.	Int'l Class	Goods/Services
TEMPKEY	Registered	1,579,915	9	Optically read access control cards.
SECUR-A-SEAL	Registered	1,347,738	16	Pressure-sensitive plastic sheets with colored security screen for laminating entry access cards and other cards and items.
BARKEY (and Design)	Registered	1,349,015	9	Security-coded entry access card utilizing bar code technology.

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