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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

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Conveying Party Name <u>Texas Instruments Incorporated</u> Formerly _____ <input type="checkbox"/> Individual <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Citizenship/State of Incorporation/Organization <u>Delaware</u> <input checked="" type="checkbox"/> Mark if additional names of conveying parties attached Execution Date <u>02181999</u>			
Receiving Party Name <u>Phototeles Corporation</u> DBA/AKA/TA _____ Composed of _____ Address (line 1) <u>Phototeles Corporation</u> Address (line 2) <u>7800 IH 10 West, Suite 700</u> Address (line 3) <u>San Antonio</u> <u>Texas</u> <u>78230</u> City State/Country Zip Code <input type="checkbox"/> Individual <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Citizenship/State of Incorporation/Organization <u>Texas</u> <input type="checkbox"/> Mark if additional names of receiving parties attached <input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of domestic representative should be attached. (Designation must be a separate document from Assignment)			
Domestic Representative Name and Address Enter for the first Receiving Party only. Name <u>Mr. Robert C. Curfiss</u> Address (line 1) <u>Bracewell & Patterson, L.L.P.</u> Address (line 2) <u>711 Louisiana St., Ste 2900</u> Address (line 3) <u>Houston, TX 77002</u>			
Correspondent Name and Address Area Code and Telephone Number <u>(713) 221-1430</u> Name <u>Mr. Robert C. Curfiss</u> Address (line 1) <u>Bracewell & Patterson, L.L.P.</u> Address (line 2) <u>711 Louisiana St., Ste 2900</u> Address (line 3) <u>Houston, TX 77002</u>			
Pages Enter the total number of pages of the attached conveyance document including any attachments <u>2</u>			
Trademark Application Number(s) or Registration Number(s) <input type="checkbox"/> Mark if additional numbers attached Either enter the Trademark Application Number <u>or</u> the Registration Number (DO NOT ENTER BOTH numbers) Trademark Application Number (s) <u>75296948</u> Registration Number(s) <u>40E</u>			
Number of Properties Enter the total number of properties involved. <u>1</u>			
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): <u>\$40.00</u> Method of Payment: Enclosed <input checked="" type="checkbox"/> Deposit Account <input type="checkbox"/> Authorization to charge additional fees: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Deposit Account Number-enter for payment by deposit account or if additional fees can be charged to the account 50-0259			

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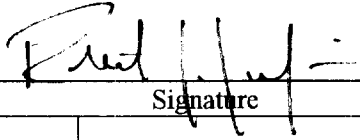
TRADEMARK
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Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Mr. Robert C. Curfiss

Name of Person Signing



Signature

2/22/00

Date Signed

Additional Conveying Parties

RAYTHEON COMPANY,

A CORPORATION of the State of Delaware

TRADEMARK ASSIGNMENT

WHEREAS, TEXAS INSTRUMENTS INCORPORATED, a Delaware corporation, (hereinafter "Assignor"), is the owner of all right, title and interest in and to pending United States application Serial No. 75-296,948, filed May 8, 1997 (the "Application"), for registration of the trademark "DIGITAL POLICE" (the "Mark") based on intent to use; and

WHEREAS, RAYTHEON COMPANY, a Delaware corporation (hereinafter "Raytheon"), is the successor-in-interest to that portion of Assignor's business to which the Application and Mark pertain and that portion of Assignor's business was and continues to be ongoing and existing;

WHEREAS, PHOTOTELEESIS CORPORATION, a Texas corporation (hereinafter "Assignee"), is the successor-in-interest to that portion of Raytheon's business to which the Application and Mark pertain and that portion of Raytheon's business was and continues to be ongoing and existing; and

WHEREAS, PHOTOTELEESIS CORPORATION, desires to acquire all right, title and interest of Assignor and Raytheon in and to the Application and Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Raytheon do hereby assign and transfer to Assignee, its successors, assigns and legal representatives, for the territory of the United States of America and throughout the world, the entire right, title and interest in and to the Application and Mark, together with the goodwill of the business symbolized by the Mark in all countries of the world, and the right to apply for, prosecute and secure registration or other statutory protection for such Mark, either by means of the Application or otherwise, and

together with all rights to sue and recover for past infringement, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives, as fully and entirely, as the same would have been held by and enjoyed by Assignor or Raytheon had this Assignment not been made.

Assignor and Raytheon further agree that they, and each of them, will at any time upon request, execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to such Application and Mark to Assignee and its successors, assigns, or legal representatives.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of Assignor and Raytheon have caused this Trademark Assignment to be executed on the dates and in the capacities shown below.

TEXAS INSTRUMENTS INCORPORATED

By: Richard Donaldson
Title: Sr. Vice President
Date: January 21, 2000

RAYTHEON COMPANY

By: Glenn H. Lutz, Jr.
Title: CHIEF PATENT COUNSEL
Date: FEBRUARY 18, 2000