

05-31-2001

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(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

5.24.01

101734554

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

1. Name of conveying party(ies):

Prima Facie, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Safety Vision, L.P.

Internal Address: \_\_\_\_\_

Street Address: 6650 Roxburgh Drive, Suite 100

City: Houston State TX Zip 77041

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other Release of Assignment

Execution Date: March 23, 2001

4. Application Number(s) or Registration Number(s)

A. Trademark Application No. (s)

74/695,560  
75/938,619

B. Trademark Registration No.(s)

1,998,573    1,972,369    2,012,266    2,004,690  
2,169,946

Additional number(s) attached  Yes  No

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

Name: Soumit Roy  
Bracewell & Patterson, L.L.P.

Internal Address \_\_\_\_\_

Street Address 711 Louisiana, Suite 2900  
City: Houston State: TX Zip 77002

6. Total number of applications and registration involved: \_\_\_\_\_ 7

7. Total fee (37 CFR 3.41) ..... \$190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 500259  
(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. Charges to deposit account are authorized, as indicated herein.

Soumit Roy  
Name of Person Signing

Soumit Roy  
Signature

05/21/01  
Date

Total number of pages including cover sheet, attachments, and document 22

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

ROYSTEMPTEMP  
HOUSTON\1290959.4

**TRADEMARK**  
**REEL: 002305 FRAME: 0929**

**INTELLECTUAL PROPERTY RIGHTS AGREEMENT**

**BY AND AMONG**

**SAFETY VISION, L.P.**

**AND**

**PRIMA FACIE, INC.**

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SCHEDULES

- Schedule 1-            Asset Purchase Agreement dated February 1, 2001
- Schedule 2 -            Assigned Intellectual Property
- Schedule 3 -            Exceptions to Seller's Representations and Warranties

## INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Intellectual Property Rights Agreement dated March 22, 2001 ("Agreement") is by and between Prima Facie, Inc., a Pennsylvania corporation ("Seller") and Safety Vision, L.P. ("Buyer").

W I T N E S S E T H, That:

**WHEREAS**, Buyer and Seller have entered into an Asset Purchase Agreement dated February 1, 2001 (the "Purchase Agreement") providing for the sale by Seller of the Acquired Assets (as defined in the Purchase Agreement) to Buyer; and

**WHEREAS**, Seller has agreed to assign to Buyer, and Buyer has agreed to acquire from Seller, certain intellectual property rights, as set forth in the Purchase Agreement.

**NOW, THEREFORE**, the parties hereby agree as follows:

1 Definitions. As used in this Agreement, capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement, and the following terms shall have the following meanings:

1.1 "Acquired Assets" shall have the meaning ascribed to such term in the Purchase Agreement.

1.2 "Assigned Intellectual Property" means the Intellectual Property assigned to Buyer pursuant to Section 2 of this Agreement.

1.3 "Copyrights" means copyrights in published and unpublished works, whether or not registered, and registrations and renewals thereof and applications for registration therefor (and any registration which may issue on any such application) in any jurisdiction, all recordings related thereto filed in any jurisdiction and all rights therein provided by law, multinational treaties or conventions.

1.4 "Domain Names" means uniform resource locators either registered or unregistered with any domain name registry, whether located in the United States or outside the United States.

1.5 "Effective Date" means the date of this Agreement.

1.6 "Intellectual Property" means Patents, Trademarks, Copyrights, Domain Names and Technical Information as those terms are defined in this Agreement.

1.7 "Intellectual Property Rights" means the rights to Intellectual Property assigned by Seller to Buyer under this Agreement.

1.8 "Knowledge." Where any representation or statement in this Agreement made by a party is qualified by a reference to "Knowledge" of such party, such qualification means that such party has made due inquiry and investigation into the subject matter of the representation or statement being made and, if applicable, into the business, affairs and operations of any applicable entity, and such party has no reason to believe that the representation or statement so qualified is untrue.

1.9 "Patents" means all national (including, but not limited to, the United States) and multinational statutory invention registrations, patents (including but not limited to letters patent; patents of importation, improvement or addition; utility model and design patents; and inventor certificates), patent registrations and patent applications and any other patents which may issue on such applications (including, but not limited to, all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all rights therein provided by law, multinational treaties or conventions.

1.10 "Patent Improvement" means any modification of a device, method, or product described in a Patent, provided such a modification, if unlicensed, would infringe one or more claims of issued Patents.

1.11 "Person" means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

1.12 "Technical Information" means (a) inventions, whether or not patentable, whether or not reduced to practice, and not yet made the subject of a pending patent application or applications, (b) ideas and conceptions of potentially patentable subject matter, including without limitation, any patent disclosures, whether or not reduced to practice and not yet made the subject of a patent application, (c) trade secrets and confidential, technical information (including ideas, formulas, compositions, inventions, and conceptions of inventions whether patentable or unpatentable and whether or not reduced to practice), (d) technology (including without limitation know-how and show-how), manufacturing and production processes and techniques, service and repair manuals, research and development information, drawings, specifications, designs, plans, proposals, technical data and copyrightable works, whether secret or confidential or not, (e) all rights to obtain and rights to apply for patents, and to register trademarks, copyrights and domain names, and (f) all technology embodied by the patents and patent applications listed in Schedule 2, regardless of their status.

1.13 "Trademarks" means trademarks, service marks, trade dress, logos, trade names and other trade designations, and trade names, including without limitation all of the good will associated

therewith, whether or not registered, including without limitation all common law rights, and registrations and renewals and applications for registration thereof (and all registrations which may issue upon such applications), including but not limited to all marks registered in the United States Patent and Trademark Office, the trademark offices of the states and territories of the United States of America, and the trademark offices of other nations throughout the world, and all rights therein provided by multinational treaties or conventions.

2 Assigned Intellectual Property.

(a) Seller hereby assigns to Buyer, by the execution and delivery of assignments delivered by Seller to Buyer contemporaneously herewith, all of Seller's rights in and to all Patents, Trademarks, Copyrights and Domain Names of Seller, all of which are listed on Schedule 2 to this Agreement and all Technical Information associated with those Patents, Trademarks, Copyrights and Domain Names.

(b) During the period from the date hereof to the later to occur of (i) 12 months from the date hereof, or (ii) the date of dissolution of Seller (the "Cooperation Period"), Seller shall cooperate with Buyer and sign or cause to be signed all documents, including consents and assignments in a form reasonably acceptable to Seller transferring to Buyer world-wide ownership of Seller's common law and registered Trademarks included in the Assigned Intellectual Property, as may be required by Buyer in order to perfect its rights therein. Buyer shall be responsible for preparing and filing such documents and assignments, and for the costs associated therewith, and shall bear the consequences of non-recordability should the assignment of only a portion of any Trademark be non-recordable or ineffective under the laws of any particular country in which such recordation is sought by Buyer.

3 Delivery of Documentation and Information. Within 30 days after the date hereof, Seller shall provide the following to Buyer:

(a) copies of all Technical Information associated with the Patents, Trademarks, Copyrights and Domain Names listed on Schedule 2; and

(b) all laboratory notebooks, if any, case files, and other books and records of Seller relating solely to the Assigned Intellectual Property.

4 Prosecution and Assignment. As of the date of this Agreement, the Buyer shall have the responsibility for the prosecution and maintenance of the Patents, Trademarks, Copyrights and Domain Names included in the Assigned Intellectual Property or for filing applications on any inventions contained in the Technical Information included in the Assigned Intellectual Property. During the Cooperation Period, Seller shall cooperate with Buyer and sign or cause to be signed all reasonable documents necessary and proper to prosecute all such applications and will execute all

reasonable documents necessary and proper to assign the Patents, Trademarks, Copyrights and Domain Names included in the Assigned Intellectual Property to Buyer and to register those assignments in the Patent, Trademark and Copyright offices of the relevant countries. Buyer shall be responsible for preparing and filing those assignments and the costs associated therewith. Consistent with Buyer's responsibilities and ownership of the Patents, Trademarks, Copyrights and Domain Names included in the Assigned Intellectual Property, the parties have executed a Power of Attorney revoking the power of attorney of Seller's counsel and appointing Buyer's counsel to receive correspondence and prosecute such Patents, Trademarks and Copyrights.

5 Seller's Representations and Warranties.

(a) Except to the extent not Material, and except to the extent disclosed in Schedule 2, irrespective of validity issues, Seller has good title to and ownership of, and has the right to convey all of the Assigned Intellectual Property, free and clear of all Liens (as such term is defined in the Purchase Agreement) other than Permitted Liens (as defined in the Purchase Agreement).

(b) Except as set forth in Schedule 3, Seller has no notice of, Knowledge of or Knowledge of a basis for any valid claim (i) involving the infringement of any proprietary right of any third party by the use, sale, service, maintenance or manufacture of the Assets or the use of the Patents, Trademarks, Copyrights and Domain Names that are part of the Assigned Intellectual Property, (ii) restricting or preventing Seller's use of the Patents, Trademarks, Copyrights and Domain Names that are part of the Assigned Intellectual Property, or (iii) that would restrict or prevent Buyer from using the Patents, Trademarks, Copyrights and Domain Names that are part of the Assigned Intellectual Property.

(c) Except as set forth in Schedule 3, Seller has no Knowledge of any claims or demands of any third party pertaining to the Patents, Trademarks, Copyrights and Domain Names that are a part of the Assigned Intellectual Property and no proceedings or litigation have been instituted or are pending or, to Seller's Knowledge, threatened against Seller with respect to the Assigned Intellectual Property.

(d) Except to the extent disclosed in Schedule 3, Seller has no notice of, Knowledge of or Knowledge of a basis for any valid claim for infringement or violation of any intellectual or proprietary property rights of any third party arising out of the use, sale, service, maintenance or manufacture of the Assets and the Assigned Intellectual Property.

(e) Except to the extent disclosed in Schedule 3, Seller (i) has not received notice of an infringement or other violation of any of the Assigned Intellectual Property by a third party or (ii) has not asserted claims or demands against any third party alleging an infringement or other violation of any of the Assigned Intellectual Property, and, to Seller's Knowledge, there is no basis for any such claim or demand.

(f) Except to the extent disclosed in Schedule 2, as of the date hereof, Seller has no notice of or Knowledge that the Assigned Intellectual Property, the loss or impairment of which would constitute a Material Adverse Effect, is not valid, in full force and effect, and enforceable, subject to bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors rights generally and rules and general principles of equity (whether applied in a proceeding at law or in equity).

(g) Set forth on Schedule 2, which summary is true, correct and complete in all material respects, is a summary of the status of all Patents, Trademarks, Copyrights and Domain Names included in the Assigned Intellectual Property. Unless the status is otherwise indicated in Schedule 2, Seller has taken, all reasonable actions necessary or required to be taken to preserve, renew, or maintain all Patents, Trademarks, Copyrights and Domain Names included in the Assigned Intellectual Property, including, without limitation, (i) the filing of all responses to office actions, all Section 8 and 15 affidavits for United States trademarks and similar instruments in other jurisdictions and all applications or other filings for renewals, extensions, continuation, and divisions, and (ii) the payment of all application, maintenance, and renewal fees and all applicable taxes.

(h) Seller has taken all reasonable security measures to protect the secrecy, confidentiality and value of all trade secrets included in the Assigned Intellectual Property, the loss of confidentiality with respect to which would be Material.

(i) To Seller's Knowledge, all trade secrets of Seller, the loss of which would be Material, are presently valid and protectable.

(j) Seller, as licensee or licensor of any Intellectual Property Rights, has no notice of or Knowledge that it does not have valid and enforceable licenses to such rights, subject to bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors rights generally and rules and laws concerning equitable remedies, except for such rights, the loss of which would not be Material.

(k) Except as may be disclosed on Schedule 3, there are no pending, or, to Seller's Knowledge, threatened disputes or disagreements with respect to any Assigned Agreements that could result in a Material liability to Buyer or the termination of which would be material.

(l) With respect to each item of Technical Information, the loss or impairment of which would be Material, Seller has no notice of or Knowledge that the documentation for such Technical Information is not current, accurate, and sufficient in detail and content to identify and explain it.



6 Limit on Licenses. No license or right is granted hereunder by implication or otherwise with respect to any intellectual property that is not specifically granted under this Agreement.

7 Assignment. Seller shall not assign, convey, transfer or otherwise dispose of all or any portion of its rights and obligations under this Agreement or any other document or instrument executed and delivered in connection herewith without the prior written consent of Buyer, which consent shall not be unreasonably withheld; provided, that Seller may do so without Buyer's consent in connection with the dissolution of Seller. Buyer may assign, convey, transfer or otherwise dispose of all or any portion of their rights and obligations under this Agreement or any other document or instrument executed and delivered in connection herewith (other than the Purchase Agreement) without the consent of Seller. Any assignment, conveyance, transfer or other disposition made or attempted in violation of this Section 13 shall be void and of no effect.

Except as set forth in this Section 7 no Person not a party to this Agreement shall have any rights under this Agreement as a third-party beneficiary or otherwise.

8 General.

8.1 Amendments. This Agreement shall not be amended or modified except in writing, signed by the parties hereto.

8.2 Notices. All notices, consents, requests and approvals, any notice of change in address for the purpose of this Agreement, and other communications provided for or required herein, shall be deemed validly given, made or served, if in writing, and delivered (a) on the day given if served personally, (b) two days following if sent by telecopy to the facsimile number indicated below with a confirmatory notice by delivery to a nationally-recognized express delivery service with instructions and payment for overnight delivery to the address set forth below; or (c) three days following if sent by U.S. Certified Mail, postage prepaid:

*If to Buyer, addressed to:*

SAFETY VISION, L.P.  
6650 Roxburgh Drive  
Suite 100  
Houston, Texas 77041

*And if to Seller*

*addressed to:*

PRIMA FACIE, INC.  
1006 West 8th Avenue  
Suite A  
King of Prussia, Pennsylvania 19406

8.3 Governing Law and Jurisdiction. The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed by and construed according to the laws of the United States of America and the State of Texas, without regard to principles of conflicts of law. IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS AND THE COURTS OF THE STATE OF TEXAS, AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT OR THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH PARTY FURTHER AGREES THAT ANY SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH DELAWARE SUIT, ACTION OR PROCEEDING MAY BE EFFECTIVELY SERVED UPON IT BY THE DELIVERY THEREOF TO SUCH PARTY IN THE SAME MANNER AS PROVIDED IN THIS AGREEMENT FOR THE GIVING OF NOTICE TO SUCH PARTY, AND SUCH SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS SHALL BE DEEMED EFFECTIVELY SERVED AT THE TIME AT WHICH NOTICE THEREOF WOULD BE DEEMED GIVEN UNDER THIS AGREEMENT. IN ADDITION, EACH PARTY AGREES NOT TO BRING ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY JURISDICTION EXCEPT DELAWARE AND, THEREFORE, EACH PARTY AGREES THAT IF ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE BROUGHT IN ANY SUCH OTHER JURISDICTION, IT SHALL BE SUBJECT TO DISMISSAL FOR HAVING BEEN BROUGHT IN AN INAPPROPRIATE JURISDICTION CONTRARY TO THE PROVISIONS OF THIS SECTION, WHICH ARE IRREVOCABLE.

8.4 Schedules and Exhibits. All Schedules and Exhibits referred to herein are hereby incorporated in this Agreement by reference.

8.5 Further Assurances. Each party hereto shall, at any time and from time to time after the Effective Date, upon the reasonable request by the other parties hereto and without further consideration, execute and deliver such instruments of transfer or other documents and take such further action as may be reasonably required to perfect any undertaking or consummate or implement

the transactions contemplated by this Agreement; provided, however, that Seller shall have no obligation under this Section 8.5 after the expiration of the Cooperation Period.

8.6 Entire Agreement. This Agreement and the Purchase Agreement constitute the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and thereof. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless made in accordance with Section 8.1 of this Agreement.

8.7 Modification and Severability. If a court of competent jurisdiction declares that any provision of this Agreement is illegal, invalid or unenforceable, then such provision shall be modified automatically to the extent necessary to make such provision fully enforceable. If such court does not modify any such provision as contemplated herein, but instead declares it to be wholly illegal, invalid or unenforceable, then such provision shall be severed from this Agreement, and such declaration shall in no way affect the legality, validity and enforceability of the other provisions of this Agreement to which such declaration does not relate. In this event, this Agreement shall be construed as if it did not contain the particular provision held to be illegal, invalid or unenforceable, the rights and obligations of the parties hereto shall be construed and enforced accordingly, and this Agreement otherwise shall remain in full force and effect.

8.8 Headings. The various headings used in this Agreement are for convenience only and are not to be used in interpreting the text of the Article in which they appear or to which they relate.

8.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

8.10 Relationship. This Agreement shall not be construed to create a partnership, joint venture, association or other entity or business organization or to create a principal-agent relationship between Seller and Buyer.

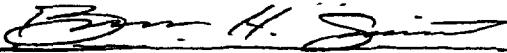
8.11 No Waiver. Failure of any party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

8.12 Remedies Under Purchase Agreement. The remedies of the parties for any breach of representation, warranty or covenant herein shall be governed exclusively by the Purchase Agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

**SAFETY VISION, L.P. ("BUYER")**

By:   
Name: Bruce H. Smith  
Title: PRESIDENT

**PRIMA FACIE, INC. ("SELLER")**

By:   
Name: MARK DORFMAN  
Title: CFO

**SCHEDULE 2**

**ASSIGNED INTELLECTUAL PROPERTY**

**PATENTS, TRADEMARKS and COPYRIGHTS**

<u>Filing Date</u>	<u>Description</u>	<u>Name</u>	<u>Status</u>
2-22-94	US Trademark	<i>Prima Facie</i> ® Registration # 1,998,573	Registered
2-22-94	US Trademark	<i>RoadRecorder</i> ® Registration #2,012,266	Registered
2-22-94	US Trademark	<i>PrimaCert</i> ® Registration # 2,004,690	Registered
4-19-94	US Patent 5,497,419 Issued March 5, 1996	<i>Method and Apparatus for Recording Sensor Data</i>	Issued
10-24-94	US Trademark Registration No. 1,972,369	<i>Solutions Through Technology</i>	Registered
1994-1996	US Copyright	<i>PrimaView Software 16 bit</i>	Filed
1996	US Copyright	<i>PrimaView Software 32 bit</i>	Filed
1994-1996	US Copyright	<i>M4000TAR Software</i>	Filed
4-19-95	PCT Patent Application	<i>Method and Apparatus for Recording Sensor Data</i>	Pending
4-20-95	US Patent (MIT) 5,473,141	<i>A Method For Eliminating Edge Effects in Wavelet Based Image Compression</i>	Allowed
4-20-95	PCT Patent Application (MIT)	<i>Method and Apparatus for Eliminating Artifacts in Data Processing and Compression Systems</i>	Pending

<u>Filing Date</u>	<u>Description</u>	<u>Name</u>	<u>Status</u>
1996	US Copyright (MIT)	<i>MediaWave Software (wavelet compression)</i>	Filed
6-30-95	US Trademark Application	<i>Technology for Transportation</i>	Allowed
12-21-95	US Patent # 5,646,994 Issued July 8, 1997	<i>Method and Apparatus for Recording and Reproducing Sensor Data</i>	Issued
12-21-95	US Trademark Application	<i>Rail Recorder</i>	Allowed
1996	US Copyright	<i>Prima Dx Software</i>	Filed
3-4-96	US Patent Application	<i>Method and Apparatus for Recording Sensor Data</i>	Pending
4-28-94	US Patent # 5,479,512 Issued December 26, 1995	<i>Method and Apparatus for Concryption</i>	Issued

### ASSIGNMENTS

Assignment, dated May 17, 1994 of Patent Application (Serial No. 08/229,602), from Brian R. Hill to the Company.

Assignment, dated September 22, 1996, of Canadian Patent Application, from Brian R. Hill to the Company.

Assignment, dated September 22, 1996, of Mexican Patent Application from Brian R. Hill to the Company.

Assignment dated April 21, 1998 of Patent Application (Serial Number 60/009,018) from Kenneth Tait to the Company.

### DOMAIN NAMES

primafacie.com

roadrecorder.com

**SCHEDULE 3**

**EXCEPTIONS TO SELLER'S REPRESENTATIONS AND WARRANTIES**

None.

## PATENT ASSIGNMENT

THIS ASSIGNMENT is made this 22nd day of March, 2001 by and between Prima Facie, Inc., a Pennsylvania corporation ("Assignor") and Safety Vision, L.P., a Texas limited partnership ("Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the inventions and their associated patent registrations and applications described on Schedule A attached to and made a part of this Assignment ("Patents");

WHEREAS, the Assignee is interested in acquiring the Patents, including all domestic and foreign rights, registrations, and applications, from the Assignor and the Assignor is interested in transferring the Patents to the Assignee.

NOW, THEREFORE, the Assignor, for the sum of One United States dollar and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by the Assignor:

1. Hereby sells, assigns, transfers and conveys to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Patents and to all causes of action, past, present, and future for infringement or unfair competition with respect to the Patents and;
2. Will, upon written request of the Assignee, its successors and assigns, execute reasonable documents prepared at the expense of the Assignee, its successors and assigns, to perfect the Assignee's title to any and all rights in the Patents conveyed hereunder.
3. Represents and warrants that it holds the entire right, title and interest in and to the Patent Applications, that it has the right to convey this entire right, title and interest to the Assignee, that the Assignor has not and will not create or execute any agreement in conflict herewith and that unless otherwise indicated on the Schedules, the Patent Applications are and will remain for at least thirty days after the effective date of the Assignment in full force and effect.



The Assignor neither warrants nor represents the validity of any Letters Patent related to the Patents, nor whether practice of the inventions of the Patents is free from a claim of infringement from any third party.

IN WITNESS WHEREOF, the Assignor has given legal effect to this Assignment by its duly authorized representative.

ASSIGNOR:

PRIMA FACIE, INC.

By: [Signature]  
Name: MARK Dorfman  
Title: CFO

STATE OF PENNSYLVANIA §  
  §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on March 22, 2001, by Mark Dorfman the CFO of Prima Facie, Inc., a Pennsylvania corporation, on behalf of said corporation.

Karen A. Peterson  
Notary Public in and for  
the State of Pennsylvania  
Name: Karen A. Peterson

My commission expires: 2/19/05

NOTARIAL SEAL  
KAREN A. PETERSON, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires Feb. 19, 2005

**Schedule A: U.S. Patents**

US 5 497 419  
US 5 646 994  
US 5 479 512

TRADEMARK ASSIGNMENT

Prima Facie, Inc., a Pennsylvania corporation ("Seller"), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby assigns all its right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on the attached schedule, including all good will associated therewith, to Safety Vision, L.P., a Texas limited partnership ("Buyer"), including all registrations which may issue upon such applications and all renewals of registration thereof, and all rights therein provided by law, multinational treaties or conventions.

The assignment is in accordance with the provisions of the Asset Purchase Agreement dated February 1, 2001, by and among Buyer and Seller and the Intellectual Property Rights Agreement dated March 22, 2001, by and among Buyer and Seller.

IN WITNESS WHEREOF, Seller has caused this trademark assignment to be executed in its name this 22nd day of March 2001.

PRIMA FACIE, INC.

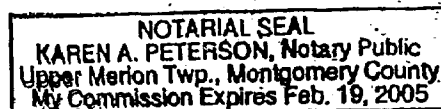
By: [Signature]
Name: MARK Dorfman
Title: CFO

STATE OF PENNSYLVANIA §
COUNTY OF Montgomery §

This instrument was acknowledged before me on March 22, 2001, by Mark Dorfman the CFO of Prima Facie, Inc., a Pennsylvania corporation, on behalf of said corporation.

[Signature: Karen A. Peterson]
Notary Public in and for the State of Pennsylvania
Name: Karen A. Peterson

My commission expires: 2/19/05



## DOMAIN NAME ASSIGNMENT

This Domain Name Assignment ("Assignment") is effective as of the 22nd day of March, 2001, and is by and between Prima Facie, Inc., a Pennsylvania corporation ("Assignor") and Safety Vision, L.P., a Texas limited partnership ("Assignee").

### WITNESSETH:

**WHEREAS**, the Assignor is the owner of the domain names described on Exhibit A attached to and made a part of this Assignment ("Domain Names");

**WHEREAS**, Assignee is desirous of obtaining all of Assignor's interest in the Domain Names; and

**WHEREAS**, Assignor and Assignee have determined to make such transfer of the Domain Names and related rights to Assignee;

**NOW, THEREFORE**, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, agree as follows:

Transfer. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, and Assignee does hereby accept, (i) all of Assignor's foreign and domestic right, title and interest in, to and under the Domain Names, including all good will associated therewith; and (ii) all causes of action, past, present, and future, with respect to the Domain Names.

Further Assurances. Assignor will, upon the written request of Assignee, its successors or assigns, execute all documents, prepared at the expense of Assignee, its successors or assigns, necessary or practicable in order to perfect Assignee's foreign and domestic title to any and all rights in the Domain Names conveyed hereunder, including, but not limited to, recordation of this Assignment to reflect Assignee's ownership of therein.

Authorization to Issue. Assignor authorizes and requests all relevant domain name registries, and similar entities in foreign countries, to issue any and all Domain Name registrations to Assignee as owner of the entire interest in the Domain Names.

Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

PRIMA FACIE, INC.

By: [Signature]

Name: MARK Dorfman

Title: CFO

STATE OF PENNSYLVANIA §  
  §  
COUNTY OF Montgomery §

This instrument was acknowledged before me on March 22, 2001, by Mark Dorfman the CFO of Prima Facie, Inc., a Pennsylvania corporation, on behalf of said corporation.

Karen A. Peterson  
Notary Public in and for  
the State of Pennsylvania  
Name: Karen A. Peterson

My commission expires: 2/19/05

NOTARIAL SEAL  
KAREN A. PETERSON, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires Feb. 19, 2005

**EXHIBIT A**

**LIST OF DOMAIN NAMES**

primafacie.com

roadrecorder.com