

10-12-2001



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. 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):

9-28-01

Alpha Microsystems, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- 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: May 29, 2001

2. Name and address of receiving party(ies)

Name: Optimal Robotics Corp.

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

Street Address: 4700 de la Savane, Suite 101

City: Montreal State: Quebec Zip: H4P1T7 <sup>Canada</sup>

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Canadian
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1166282, 1606246, 2273513

Additional number(s) attached  Yes  No

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

Name: Christine F. Benton

Internal Address: Clifford, Chance  
Rogers & Wells LLP,

54th Floor

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166-0153

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:

18-1843

(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.*

Christine F. Benton

Name of Person Signing

Christine F. Benton  
Signature

9/21/01  
Date

Total number of pages including cover sheet, attachments, and document: 10

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

10/11/2001 6TOM11 00000083 181843 1166282

01 FC:481 40.00 CH  
02 FC:482 50.00 CH

**TRADEMARK**  
**REEL: 002381 FRAME: 0742**

MARK: **ALPHA MICRO and Design**

REGISTRATION NO: **1,166,282**

CLASS: **9**

Assistant Commissioner for Trademarks

**BOX ASSIGNMENTS**

2900 Crystal Drive  
Arlington, VA 22202-3513

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Assignee, Optimal Robotics Corp., a Canadian corporation with an address at 4700 de la Savane, Suite 101, Montreal, Quebec, Canada H4P 1T7, hereby appoints Drew M. Wintringham of the law firm of Clifford Chance Rogers & Wells LLP, as Assignee's designated domestic representative upon whom notice or process in proceedings affecting this registration may be served.

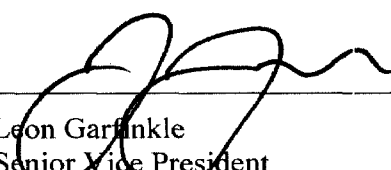
Assignee hereby appoints Drew M. Wintringham as principal attorney, and C. Joseph Laughon, II, Robert Penchina, Philip E. Roux, Ira J. Schaefer, Steven T. Shelton, John T. Johnson, Russell DeClerck and Darci J. Bailey, each of whom is a member of the Bar of the State of New York, and Ananya Dash, a member of the Bar of the State of New Jersey, and each one of them of the law firm Clifford Chance Rogers & Wells LLP, with the power to appoint associate attorneys, to transact all business in the Patent and Trademark Office connected with the above identified registration, and to receive all correspondence on its behalf with respect to the registration.

Please address all correspondence and telephone inquiries to:

Drew M. Wintringham, Esq.  
Clifford Chance Rogers & Wells LLP  
200 Park Avenue  
New York, New York 10166-0153  
212.878.8000  
drew.wintringham@cliffordchance.com

**Optimal Robotics Corp.**

Dated: September 17, 2001

By:   
Name: Leon Garfinkle  
Title: Senior Vice President  
General Counsel & Secretary

MARK: **ALPHA MICROSYSTEMS**

REGISTRATION NO: **2,273,513**

CLASS: **9**

Assistant Commissioner for Trademarks

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200 Park Avenue  
New York, New York 10166-0153  
212.878.8000  
drew.wintringham@cliffordchance.com

**Optimal Robotics Corp.**

Dated: September 17, 2001

By:   
Name: Leon Garfinkle  
Title: Senior Vice President  
General Counsel & Secretary

MARK: **RIGHT. FROM THE START**

REGISTRATION NO: **1,606,246**

CLASS: **9**

Assistant Commissioner for Trademarks

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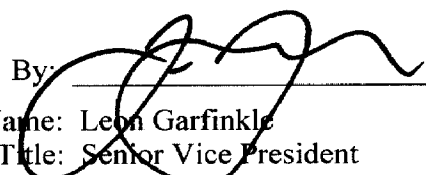
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**Optimal Robotics Corp.**

Dated: September 17, 2001

By:   
Name: Leon Garfinkle  
Title: Senior Vice President  
General Counsel & Secretary

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") entered into as of this 29<sup>th</sup> day of May, 2001 by Alpha Microsystems, LLC, a limited liability company organized and existing under the laws of California ("Assignor"), and Optimal Robotics Corp., a corporation organized and existing under the laws of Canada ("Assignee"):

### WITNESSETH:

WHEREAS, Assignor, Assignee and Optimal Robotics, Inc. are parties to that certain Asset Purchase Agreement entered into as of May 29, 2001 ("Agreement"), which Agreement provides, *inter alia*, for the sale by Assignor to Assignee and the purchase by Assignee from Assignor of all of Assignor's right, title and interest in, to and under all of the trademarks, service marks and trade names of Assignor pertaining to the Business as defined in the Agreement, including, without limitation, "Alpha Microsystems," "Alpha Micro," "Right. From the Start," and all variations and derivations thereof (collectively, the "Mark"), and all applications and registrations incorporating the Mark in any form whatsoever.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment of Mark. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee its entire right, title and interest in and to the Mark and (a) any renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) the goodwill of Assignor's business connected with and symbolized by the Mark. A list of each Mark of Assignor is attached hereto as Exhibit A. Assignor acknowledges that the list attached hereto as Exhibit A is not necessarily exhaustive and any Mark not included therein is to be included under this Assignment without limitation.

2. Severability. The provisions of this Assignment are severable, and if any clause or provisions shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provisions, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

3. Cumulative Remedies; Effect on Agreement. All of Assignee's rights and remedies with respect to the Mark, whether established hereby or by the Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Agreement but rather is intended to facilitate the assignment of the Mark to Assignee.

4. Indemnification. Assignor shall indemnify, defend and hold Assignee harmless to the maximum extent permitted by law from any liability, damage, loss, expense, claim, fine, penalty, action, proceeding, assessment, settlement or judgment whatsoever in nature arising from or incurred in connection with the Mark prior to the date of this Assignment.

5. Warranty. Assignor represents and warrants to Assignee that Assignor is the sole owner of all rights, title and interest in and to the Mark and that the Mark is valid, subsisting and has not been abandoned.

6. Cooperation. Assignor shall provide reasonable assistance and all necessary documents and materials to enable Assignee to enjoy all rights, title and interest in and to the Mark and to enable Assignee to perfect title in the Mark.

7. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.


8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York and the United States of America.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first above written.

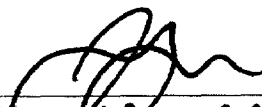
Attested

**ALPHA MICROSYSTEMS, LLC, as ASSIGNOR**

By:   
Name: Richard E. Mahmarian  
Title: Managing Member

Attested

**OPTIMAL ROBOTICS CORP.,  
as ASSIGNEE**

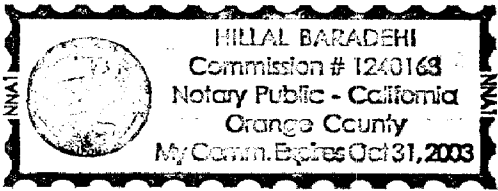
By:   
Name: LEON GARFINKLE  
Title: SENIOR V-P

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On this <sup>30</sup>29<sup>th</sup> day of May, 2001, before me, a Notary Public, personally appeared Richard E. Mahmarian to me known to be the person described in and who executed the foregoing Intellectual Property Assignment on behalf of Alpha Microsystems, LLC, a California limited liability company ("Alpha"), and acknowledged that he executed the same by authorization of the Board of Directors of Alpha, and he acknowledged the instrument to be the free act and deed of Alpha.

[SEAL]

Hillal Baradehi  
Notary Public

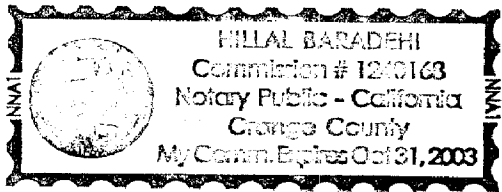


STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On this <sup>30</sup>3<sup>rd</sup> day of May, 2001, before me, a Notary Public, personally appeared Leon P. Garfinkle to me known to be the person described in and who executed the foregoing Intellectual Property Assignment on behalf of Optimal Robotics Corp., a Canadian corporation ("Optimal"), and acknowledged that he executed the same by authorization of the Board of Directors of Optimal, and he acknowledged the instrument to be the free act and deed of Optimal.

[SEAL]

Hillal Baradehi  
Notary Public



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Attested

**ALPHA MICROSYSTEMS, LLC, as ASSIGNOR**


By: 

Name: Richard E. Mahmarian

Title: Managing Member

Attested

**OPTIMAL ROBOTICS CORP.,  
as ASSIGNEE**

By: 

Name: LEON GARFINKLE

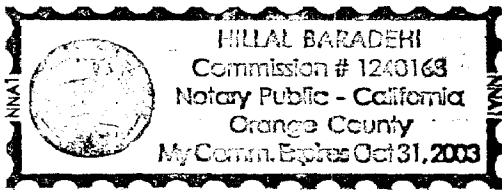
Title: SENIOR V-P

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 ) ss.  
COUNTY OF ORANGE )

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[SEAL]

Hillal Baradehi  
Notary Public



STATE OF CALIFORNIA )  
 ) ss.  
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[SEAL]

Hillal Baradehi  
Notary Public

