

01-28-2002



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other:

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
9/12/2001

Name Odetics, Inc.

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Silent Witness Enterprises Ltd.

DBA/AKA/TA

Composed of

Address (line 1) 6554 176th Street
 Address (line 2) Surrey, British Columbia V3S 4G5
 Address (line 3) Canada

20155009

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization: Canada

FOR OFFICE USE ONLY

01/25/2002 TBI/AL 00000199 20155009

01 FC:481 43.00 EP
 02 FC:482 75.00 EP

TRADEMARK
REEL: 2431 FRAME: 0688

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Preston Gates & Ellis, LLP
Address (line 1) 701 Fifth Avenue
Address (line 2) Suite 5000
Address (line 3) Seattle, Washington 98104
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 206 623 7580

Name Jessica Stone Levy
Address (line 1) Preston Gates & Ellis, LLP
Address (line 2) 701 Fifth Avenue
Address (line 3) Suite 5000
Address (line 4) Seattle, Washington 98104

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 4

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
2,015,509	2,267,974
1,180,964	
2,254,097	

Number of Properties Enter the total number of properties involved # 4

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 115.00

Method of Payment: Enclosed Deposit Account

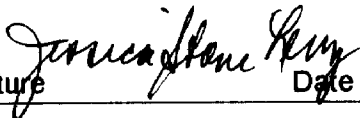
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account).

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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.

Name of Person Signing: Jessica Stone Levy Signature  Date Signed 12/5/01

TRADE-MARK ASSIGNMENT AGREEMENT

Trade-mark Assignment Agreement (the "**Assignment Agreement**") dated Sept. 12, 2001, between Gyyr Incorporated, a California corporation ("**Gyyr**"), Odetics, Inc., a Delaware corporation ("**Odetics**"), Odetics Europe Ltd. ("**OEL**") registered as a company in England and Wales, Gyyr Europe Limited ("**GEL**"), registered as a company in England and Wales, and Silent Witness Enterprises Ltd., a corporation incorporated under the laws of the Province of British Columbia (the "**Assignee**"), and together with Gyyr, Odetics, OEL and GEL, the "**Parties**").

RECITALS:

- (a) Pursuant to an asset purchase agreement dated Sept 12, 2001 (the "**Sale and Purchase Agreement**") among Gyyr, Odetics, the Assignee and Silent Witness USA Inc., Gyyr and Odetics have agreed to sell to the Assignee, and to cause OEL and GEL to sell to the Assignee, certain of their undertaking, property and assets, all as more particularly described in the Sale and Purchase Agreement.
- (b) Gyyr and Odetics have agreed to assign to the Assignee, and to cause OEL and GEL to sell to the Assignee, all right, title and interest throughout the world in and to the trade-marks, service marks, brand names, certification marks, trade dress, domain names, and trade names, and all other indications of origin, if any, which comprise part of the Assets, including without limitation, all common law and statute based rights throughout the world to the registered and unregistered trade-marks set out in Schedules A, B and C attached hereto (collectively, the "**Trade-marks**"), on the terms and conditions set forth in this Assignment Agreement.

In consideration of, among other things, the mutual promises contained in the Sale and Purchase Agreement and in this Assignment Agreement, the Parties agree as follows:

Section 1 Definitions.

All capitalized terms used, but not defined, in this Assignment Agreement have the meanings ascribed to them in the Asset Purchase Agreement.

Section 2 Assignment.

Gyyr, Odetics, OEL and GEL, and each of them, sell, assign, transfer and set over to the Assignee all right, title and interest in and to the Trade-marks throughout the world, including without limitation, all registrations therefor, together with the goodwill of the business symbolized by the Trade-marks, as well as the entire right, title and interest in and to all State registrations for the Trade-marks heretofor granted or applied for, any and all common law rights to the Trade-marks throughout the world, and all rights to sue for past infringement in respect of any or all of the Trade-marks and the right to recover and retain any damages or profits as a result therewith. Gyyr, Odetics, OEL and GEL shall be jointly and severally liable hereunder.

Section 3 Further Assurances.

Gyyr, Odetics, OEL and GEL agree to do all things, and to execute all documents and assignments reasonably necessary to give full effect to this Assignment Agreement, to enable Assignee to register its interest in the Trade-marks, or otherwise carrying out the intent of this Assignment Agreement. Without

limiting the generality of the foregoing, Gyyr, Odetics, OEL and GEL agree to cause any and all subsidiaries of any of the same, if any, holding any legal or equitable title to any of the Trade-marks to do all things, and to execute all documents and assignments reasonably necessary to assign any and all such rights to Assignee. Further, each of Gyyr, Odetics, OEL and GEL hereby appoint the Assignee as its lawful attorney to execute deliver, and record in the US Patent and Trademark Office and in all other relevant registries throughout the world, any such documents and assignments that Gyyr, Odetics, OEL or GEL fail to execute, deliver and/or record within ten (10) days after the Assignee requests any of the same to do so. Each of the foregoing Powers of Attorney is irrevocable and is a power coupled with an interest.

Gyyr, Odetics, OEL and GEL do hereby expressly agree that procedures be taken with the United States Patent and Trademarks Office and in all other relevant registries, singly by Assignee, to record the transfer of the Trade-marks, as applicable, to Assignee.

Section 4 Successors and Assigns.

This Assignment Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and assigns.

Section 5 Governing Law.

This Assignment Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California.

Section 6 Counterparts.

This Assignment Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

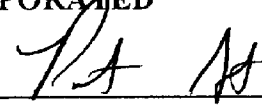


Section 7 Facsimile Signatures.

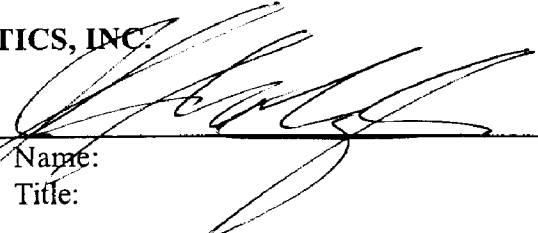
For purposes of this Assignment Agreement, facsimile signatures shall constitute original signatures.

IN WITNESS WHEREOF the Parties have executed this Assignment Agreement as of the first date set forth above.

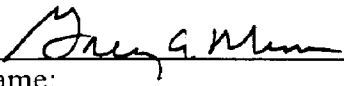
GYJR INCORPORATED

ODETICS, INC.

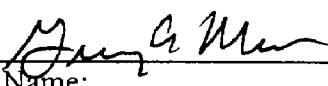
By: 
Name:
Title:
By: 
Name: 
Title: VP of ops

By: 
Name:
Title:


ODETICS EUROPE LTD.

By: 
Name:
Title: DIRECTOR

GYR EUROPE LIMITED

By: 
Name:
Title: DIRECTOR

SILENT WITNESS ENTERPRISES LTD.

By: 
Name:
Title:

SCHEDULE "A"

TO

TRADE-MARK ASSIGNMENT AGREEMENT

U.S. REGISTERED TRADE-MARKS

Trade-mark	Country of Registration	Reg. Date/ App. Date	Registration No.	Registered Owner
FASTRANS	USA	Reg. Date: November 12, 1996	2,015,509	Odetics, Inc.
GYR	USA	Reg. Date: December 8, 1981	1,180,964	Odetics, Inc.
CONTROLINK	USA	Reg. Date: June 15, 1999	2,254,097	Odetics, Inc.
MULTILINK	USA	Reg. Date: August 10, 1999	2,267,974	Odetics, Inc.
DCTV	USA	Reg. Date: April 14, 1998	2,150,821	Gyyr, Inc.
DNTV	USA	Reg. Date: April 14, 1998	2,150,806	Gyyr, Inc.