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01-03-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102327273

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

1. Name of conveying party(ies):

VIS_INK, INC. Marlborough House, Charnham Lane Hungerford, Berkshire, UK RG17 0EY

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/13/2002

2. Name and address of receiving party(ies)

Name: JORDAN ACQUISITION GROUP, LLC

Internal

Address:

Street Address: One Technology Lane

City: Export State: PA Zip: 15632

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Michigan limited liability company

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)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Phillip D. Torrence, Esq.

Internal Address: Miller, Canfield, Paddock and

Stone, P.L.C.

Street Address: 444 West Michigan Avenue

City: Kalamazoo State: MI Zip: 49007

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41) \$ 390.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Paul T. Jordan

Name of Person Signing

Signature

30 Dec 2002

Date

Total number of pages including cover sheet, attachments, and document: 8

01/03/2003 6TON11 00000150 75516153

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

01 FC:8521 40.00 OP 02 FC:8522 350.00 OP

TRADEMARK REEL: 002641 FRAME: 0939

4.A. Additional Trademark Application Serial Numbers To Be Recorded:

Word Mark	Application Serial Number
AUTO-PILOT	75/516153

4.B. Additional Trademark Registration Numbers To Be Recorded:

Word Mark	Registration Number
A (STYLIZED)	2353165
AI2100 (STYLIZED)	1308741
AMERICAN AUTO-MATRIX (STYLIZED)	1342122
AMERICAN AUTO-MATRIX (STYLIZED)	2427282
AMERICAN AUTO-MATRIX AND DESIGN	2409143
AUTO-ASSIST	2567755
AUTO-FLOW	1995921
AUTO-MATRIX	2271968
FIBERDROP (STYLIZED)	1695906
MISCELLANEOUS DESIGN	2435609
ORATOR	2354563
SMART BUILDING SOLUTIONS	2471904
THE BUILDING BRAIN	1312114
SOLUTION INTEGRATOR	2526199

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS made as of the 13th day of December, 2002, by and between VISLINK, INC., a Delaware corporation ("Assignor"), and JORDAN ACQUISITION GROUP, LLC, a Michigan limited liability company ("Assignee").

BACKGROUND

Assignor and Assignee, are parties to an Asset Purchase Agreement dated November 21, 2002 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to acquire from Assignor the Purchased Assets including, without limitation, certain trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of the Purchased Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, trademark applications and trade names listed on Schedule "A" annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

TERMS AND CONDITIONS

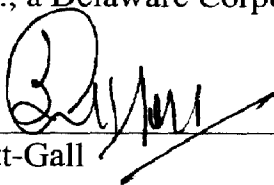
NOW, THEREFORE, Assignor, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the date first above written.

VISLINK, INC., a Delaware Corporation

By:

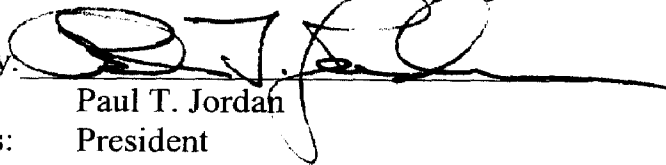


Ian Scott-Gall

Its: President

JORDAN ACQUISITION GROUP, LLC,
a Michigan limited liability company

By:



Paul T. Jordan

Its: President

SCHEDULE A

**AMERICAN AUTO-MATRIX, INC.
TRADEMARK PROPERTY REPORT**

Friday, November 15, 2002

<u>Mark</u>	<u>Status</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Class(es)</u>	<u>Next Renewal Date</u>	<u>ReedSmith Nos.:</u>
A (STYLIZED)	REGISTERED	75/491,874	28-May-98	2,353,165	30-May-00	9	30-May-10	98-514-US-
AI2100 (STYLIZED)	REGISTERED	73/445,725	28-Sep-83	1,308,741	11-Dec-84	9	11-Dec-04	98-438-US-
AI2100/SPECTRA (STYLIZED)	ABANDONED	73/518,198	18-Jan-85	1,365,025	04-Mar-86	9		98-437-US-
AMERICAN AUTO-MATRIX (STYLIZED)	REGISTERED	73/441,876	31-Aug-83	1,342,122	18-Jun-85	9	18-Jun-05	98-435-US-
AMERICAN AUTO-MATRIX (STYLIZED)	REGISTERED	75/491,845	28-May-98	2,427,282	06-Feb-01	9	06-Feb-11	98-512-US-
AMERICAN AUTO-MATRIX AND DESIGN	REGISTERED	75/492,293	28-May-98	2,409,143	28-Nov-00	9	28-Nov-10	98-517-US-
AUTO (STYLIZED)	ABANDONED	75/492,428	28-May-98			9		98-515-US-
AUTO-ALLIANCE	ABANDONED	75/516,889	10-Jul-98			41,42		98-538-US-
AUTO-ASSIST	REGISTERED	75/516,892	10-Jul-98	2,567,755	07-May-02	37	07-May-12	98-537-US-
AUTO-FLOW	REGISTERED	74/503,582	18-Mar-94	1,995,921	20-Aug-96	9	20-Aug-06	98-450-US-
AUTO-MATRIX	REGISTERED	75/492,294	28-May-98	2,271,968	24-Aug-99	9	24-Aug-09	98-256-US-
AUTO-PILOT	OPPOSED	75/516,153	09-Jul-98			9		98-540-US-

A
A

ReedSmith Nos.:

98-540-US-OP

Next Renewal Date

Class(es)

Reg. Date

Reg. No.


Filing Date

Appln. No.

Status

Mark

Mark	Status	Appln. No.	Filing Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date	ReedSmith Nos.:
AUTOPILOT OF PSE OPTIMA V. AUTO- PILOT OF VISLINK, INC.	OPPOSITION	OP9115206	14-Jul-02					98-540-US-OP
FIBERDROP (STYLIZED)	ABANDONED	74/189,127	29-Jul-91	1,695,906	23-Jun-92	9		98-438-US-
LIFE CYCLING PRICING (STYLIZED)	ABANDONED	75/516,609	10-Jul-98			9	13-Mar-11	98-518-US-
MISCELLANEOUS DESIGN	REGISTERED	75/491,860	28-May-98	2,435,609	13-Mar-01	9		98-516-US-
ORATOR	REGISTERED	75/516,617	10-Jul-98	2,354,563	06-Jun-00	9	06-Jun-10	98-441-US-
PINNACLE (STYLIZED)	ABANDONED	74/641,265	02-Mar-95			9		98-451-US-
SAGE (STYLIZED)	REGISTERED	74/195,560	19-Aug-91	1,767,242	27-Apr-93	9	27-Apr-03	98-440-US-
SBT	ABANDONED	75/508,981	26-Jun-98			9		98-556-US-
SMART BUILDING SOLUTIONS	REGISTERED	75/491,858	28-May-98	2,471,904	24-Jul-01	9	24-Jul-11	98-511-US-
SMART BUILDING TECHNOLOGY	ABANDONED	75/491,969	28-May-98			9		98-513-US-
SMART BUILDING TECHNOLOGY/SBT	ABANDONED	75/508,982	26-Jun-98			9		98-557-US-
SOLO/FX	ABANDONED	74/195,566	19-Aug-91	1,704,681	04-Aug-92	9		98-446-US-
SOLO/HX	ABANDONED	74/195,561	19-Aug-91	1,704,679	04-Aug-92	9		98-441-US-
SOLO/MX	ABANDONED	74/195,563	19-Aug-91	1,706,407	11-Aug-92	9		98-443-US-
SOLO/IPX	ABANDONED	74/195,568	19-Aug-91	1,719,961	29-Sep-92	9		98-448-US-

APD 

<u>Mark</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class(es)</u>	<u>Next Renewal Date</u>	<u>Renewal Nos.</u>
SOLO/RX	ABANDONED	74/195,564	19-Aug-91	1,704,680	04-Aug-92	9		98-444-US-
SOLO/ITX	ABANDONED	74/195,562	19-Aug-91	1,702,982	28-Jul-92	9		98-442-US-
SOLOPHONE (STYLIZED)	ABANDONED	74/195,551	19-Aug-91	1,701,559	21-Jul-92	9		98-439-US-
SOLOSTAT	ABANDONED	74/195,567	19-Aug-91	1,719,960	29-Sep-92	9		98-447-US-
SOLOTOOL (STYLIZED)	ABANDONED	74/195,565	19-Aug-91	1,706,408	11-Aug-92	9		98-445-US-
SOLUTION INTEGRATOR	REGISTERED	75/616,618	10-Jul-98	2,526,199	01-Jan-02	42	01-Jan-12	98-539-US-
SPECTRA	ABANDONED	74/195,658	19-Aug-91	1,821,973	15-Feb-94	9		98-449-US-
THE BUILDING BRAIN	REGISTERED	73/443,316	12-Sep-83	1,312,114	01-Jan-85	9	01-Jan-05	98-228-US-

Handwritten initials/signature