

08-13-2003



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

102522556

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

1. Name of conveying party(ies): Ontario Systems Corporation

8-11-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Indiana 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: 08/05/2003

2. Name and address of receiving party(ies)

Name: OSC Acquisition, LLC

Internal

Address:

Street Address: 1150 West Kilgore Avenue

City: Muncie State: IN Zip: 47305

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other 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) 75/818,237; 76/284,166 76/284,167;

B. Trademark Registration No.(s) 2,056,336; 1,431,787 2,373,211; 2,365,973; 1,581,239

Additional number(s) attached Yes No

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

Name: Randeel Sibil-Gelbert

Internal Address:

Street Address: Baker & Daniels 300 North Meridian Street, Suite 2700

City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

Additional Fees may be charged to Deposit Account No. 02-0390

DO NOT USE THIS SPACE

9. Signature.

Randeel Sibil-Gelbert Name of Person Signing

Randeel Sibil-Gelbert Signature

August 8, 2003 Date

Total number of pages including cover sheet, attachments, and document: 7

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

08/12/2003 6TON11 00000223 75818237

01 FC:8521 40.00 DP 02 FC:8522 175.00 DP

TRADEMARK REEL: 002799 FRAME: 0945

**ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

WHEREAS, Ontario Systems Corporation ("Assignor"), an Indiana corporation, 201 East Jackson Street, Muncie, Indiana 47305, has adopted and is using or intends to use various inventions, patents, trademarks, works of authorship, and copyrights ("Intellectual Property"), all of which is more fully defined below; and

WHEREAS, OSC Acquisition, LLC ("Assignee"), a Delaware limited liability company, 1150 West Kilgore Avenue, Muncie, Indiana 47305, desires to acquire all right, title, and interest to the Intellectual Property pursuant to that certain Asset Purchase Agreement dated as of July 17, 2003 (the "Asset Purchase Agreement"), among Assignor, Assignee, Ontario Corporation, an Indiana corporation, and Comtronic Systems, Inc., a Washington corporation;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Patents

Assignor hereby grants, conveys, and assigns to Assignee, all of Assignor's right, title, and interest in and to all of its now owned or existing U.S. and foreign patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, together with and including all licenses held by Assignor, all of which are listed on Schedule A attached hereto ("Patents"), and the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements of the Patents.

2. Assignment of Trademarks

Assignor hereby grants, conveys, and assigns to Assignee, all of Assignor's right, title, and interest in and to all of its now owned or existing trademarks and service marks, whether U.S. or foreign, at common law, registered, or the subject of pending applications, together with and including all licenses held by Assignor, all of which are listed on Schedule B attached hereto ("Trademarks"), and the goodwill of the business symbolized in the Trademarks, and their registrations or pending applications thereof.

3. Assignment of Copyrights

Assignor hereby grants, conveys and assigns to Assignee, all of Assignor's right, title and interest in and to all of its now owned or existing published and unpublished works of authorship, including but not limited to all copyrights, vested and contingent therein, together with and including all licenses held by Assignor, all of which are listed on Schedule C attached hereto ("Copyrights"), and the exclusive worldwide right to administer and exploit all rights in and to the Copyrights. This Assignment includes all agreements, licenses, and/or assignments related to the use of some or all of the Copyrights.

4. Assignment of Works in Progress

Assignor hereby grants to Assignee, all of Assignor's right, title, and interest in and to all inventions conceived and/or reduced to practice but not listed on Schedule A, and all right, title, and interest in and to all trademarks and service marks which have been adopted and/or used, together with the goodwill of the business symbolized by those trademarks and service marks not listed on Schedule B, and all right, title and interest in and to all works of authorship currently being developed by or for Assignor but not listed in Schedule C. This Assignment includes all agreements, licenses, and/or assignments.

5. Asset Purchase Agreement

This Assignment is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement. With respect to the rights, liabilities and obligations assigned pursuant to this Assignment, Assignor shall indemnify and hold Assignee harmless in the manner set forth in the Asset Purchase Agreement. This Assignment is made without representation and warranty except as provided in and by the Asset Purchase Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit, or qualify any provision of the Asset Purchase Agreement.

6. Income, Royalties, Infringements

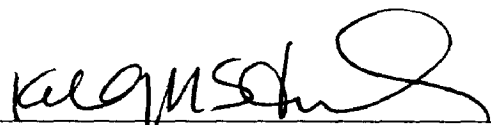
Assignor grants, conveys and assigns to Assignee all income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to the Intellectual Property, including, without limitation, damages and payments for past or future infringements thereof; and the right to sue and recover for past, present, and future infringements of the Intellectual Property.

7. Additional Documents

Assignor further agrees to sign any and all papers that may be required to effectuate this Assignment, and hereby irrevocably authorizes Assignee and its representatives to take such actions and make, sign, execute, acknowledge and deliver all such documents as may from time to time be necessary to secure the renewals and extensions of the Intellectual Property.

IN WITNESS WHEREOF, this Assignment is executed this 5th day of August, 2003.

ONTARIO SYSTEMS CORPORATION

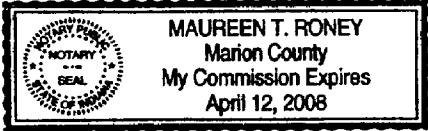
By: 
Name (Print): Kelly N Stanley
Title: Chairman

STATE OF Indiana)
) SS:
COUNTY OF Marion)

On this 5th day of August, 2003, before me appeared Kelly N. Stanley, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the above-identified corporation and with authority to do so.

Maureen T. Roney
Notary Public
Maureen T. Roney
Name (Print)

My Commission Expires: April 12, 2008
My County of Residence: Marion



Schedule A

Patents and Patent Applications:

Title	Applic. No.	Issue Date	Inventor(s)	Country
IMPROVED COLLECTION SYSTEM DATABASE ARCHITECTURE	10/292,794	Filed 11-12-2002		U.S.
IMPROVED COLLECTION SYSTEM DATABASE ARCHITECTURE	60/368,362	Filed 03-28-2002		U.S.

Patent License:

License Agreement with Pollin Patent Licensing dated October 9, 2001.

Trademarks and Trademark Applications:

Mark	Application or Registration No.	Registration Date	Country
ARCHITECT (Stylized)	App. No. 75/818,237	Pending	U.S.
ARTIVA	App. No. 82426950	Pending	Brazil
ARTIVA	App. No. 1127719	Pending	Canada
ARTIVA	App. No. 2528784	Pending	European Union
ARTIVA	App. No. 1073479	Pending	India
ARTIVA	App. No. 1073480	Pending	India
ARTIVA	App. No. 527304	Pending	Mexico
ARTIVA	App. No. 76/284,166	Pending	U.S.
ARTIVA (Stylized)	App. No. 76/284,167	Pending	U.S.
CT VISION	Reg. No. 548122	9-15-1999	Chile
CT VISION	Reg. No. 980763	4-04-2001	European Union
CT VISION	Reg. No. 2056336	04-22-1997	U.S.
FACS	Reg. No. TMA522085	01-24-2000	Canada
FACS (and Design)	Reg. No. 990507	03-03-2000	European Union
FACS (and Design)	Reg. No. 1431787	03-10-1987	U.S.
FACS CHECKWRITER (and Design)	Reg. No. 2373211	08-01-2000	U.S.
GC MVP	Reg. No. 2365973	07-11-2000	U.S.
GUARANTEED CONTACTS	Reg. No. TMA503961	11-12-1998	Canada
GUARANTEED CONTACTS	Reg. No. 1581239	02-06-1990	U.S.
OSC ONTARIO SYSTEMS CORPORATION (and Design)	Reg. No. TMA513382	07-27-1999	Canada

INTELLECTUAL PROPERTY ASSIGNMENT

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TRADEMARK
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Schedule C

Copyrights:

Work	Application or Registration No.	Registration Date	Country
CT Vision, Version 8.0	TX 4-968-024	08-02-1999	U.S.
CT Vision, Version 7.0	TX 5-057-637	08-02-1999	U.S.
CT Vision, Version 6.0	TX 5-085-284	12-20-1999	U.S.
FACS, Version 14.0	TX 5-023-081	08-02-1999	U.S.
FACS, Version 13.0	TX 4-963-095	08-02-1999	U.S.
ARC	444562	07-07-1995	Canada
DISQ	444560	07-07-1995	Canada
FACS	444566	07-07-1995	Canada
GUARANTEED CONTACTS	444565	07-07-1995	Canada
ICE	444563	07-07-1995	Canada
OAR	444564	07-07-1995	Canada
ONYX	444561	07-07-1995	Canada

INTELLECTUAL PROPERTY ASSIGNMENT

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TRADEMARK
REEL: 002799 FRAME: 0951

RANDEE SIBUL-GELBERT

ADMITTED TO PRACTICE IN ILLINOIS, UTAH AND PENNSYLVANIA ONLY

DIRECT TELEPHONE: 317.237.1176

DIRECT FACSIMILE: 317.237.8536

e-mail: rgelbert@bakerd.com

Indiana

Washington, D.C.

China

August 8, 2003

**MAIL STOP ASSIGNMENT
RECORDATION SERVICES**

Director, U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

Re: Recordation of Assignment
Conveying Party: Ontario Systems Corporation
Receiving Party: OSC Acquisition, LLC
Trademark Registration Nos.
2,056,336, 1,431,787, 2,373,211, 2,365,973, and 1,581,239
Trademark Application Nos.
75/818,237, 76/284,166, and 76/284,167

Dear Sir:

Enclosed for recordation, please find the following:

1. Recordation Form PTO-1594 (1 page);
2. Assignment of Intellectual Property Rights (6 pages);
3. Check No. 332410 for \$215.00; and
4. A return postcard.

Please record this Assignment. Please also file stamp the postcard and return it to the undersigned.

Respectfully submitted,

By: Randee S. Gelbert
Randee Sibul-Gelbert
BAKER & DANIELS
300 N. Meridian St., Suite 2700
Indianapolis, IN 46204
Tel.: (317) 237-0300
Fax: (317) 237-1000
e-mail: rsgelbert@bakerd.com

RSG:jak
Enclosures**CERTIFICATE OF MAILING/TRANSMISSION (37 C.F.R. 1.8(a))**

I hereby certify that, on the date shown below, this correspondence is being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to the address indicated above.

Date: August 8, 2003By: Johanne Kugelman
Johanne Kugelman
Typed/Printed Name of Person Mailing Paper