

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peek Traffic Systems, Inc.		12/10/2003	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Vision Acquisition Corporation
Street Address:	One East Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2020206	VIDEOTRAK

CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	evalenzona@brinkshofer.com
Correspondent Name:	Brinks Hofer Gilson & Lione
Address Line 1:	455 N. CityFront Plaza Drive
Address Line 4:	Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	12438-7
--------------------------------	---------

NAME OF SUBMITTER:	Elisa M. Valenzona
---------------------------	--------------------

Total Attachments: 6 source=12438-7 Assignment 6pgs#page1.tif source=12438-7 Assignment 6pgs#page2.tif source=12438-7 Assignment 6pgs#page3.tif source=12438-7 Assignment 6pgs#page4.tif source=12438-7 Assignment 6pgs#page5.tif source=12438-7 Assignment 6pgs#page6.tif

CH \$40.00 2020206

TRADEMARK

ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

WHEREAS, Peek Traffic Systems, Inc., a Florida corporation, with a place of business at 2511 Corporate Way, Palmetto, Florida 34221 ("Assignor"), has adopted, owns and is using each of the marks as shown in the attached Exhibit 1 for which Assignor owns the referenced identified federal registrations on the Principal Register of the United States Patent and Trademark Office for the goods/services identified therein; and Assignor has also adopted, owns and is using each of the marks as shown in the attached Exhibit 2 in connection with goods and/or services as described therein (collectively referred to as the "Marks");

WHEREAS, Assignor has created and originally authored the works listed in the attached Exhibit 3 as works made for hire under the 1976 Copyright Act, including the original versions thereof and all derivative works based thereon (collectively referred to as the "Works");

WHEREAS, Assignor owns all copyrights, title, interest and other rights in and to the Works; and

WHEREAS, Vision Acquisition Corporation, a Delaware corporation, with a place of business at One East Wacker Drive, Chicago, Illinois ("Assignee"), desires to acquire the Marks and the accompanying good will of the business symbolized by the Marks, and all of the above-referenced registrations therefor; and desires also to obtain sole copyright interest and ownership of all intellectual property rights in the above-referenced Works.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby:

(1) Sells, assigns and transfers to Assignee, all right, title and interest in and to each of the Marks, together with the goodwill of the business symbolized by the above-referenced Marks, and any registrations therefor; and

(2) Sells, assigns and transfers to Assignee, all copyrights and other intellectual property rights, worldwide, in and to the above-referenced Works. This assignment includes the copyrights in and to the original versions of the Works and all derivative works based thereon. Assignor waives any moral rights or rights equivalent thereto that it may have in the Works, worldwide.

Assignor represents and warrants that it owns, free of any liens and encumbrances, all rights, title and interest in and to the Marks and Works and further represents and warrants that it has not granted any rights in the Marks or Works to any person or entity.

Assignor agrees to execute any documents that Assignee may request in order to assist and enable Assignee to obtain, secure, perfect and protect its trademark rights in the Marks, and its copyright and other intellectual property interests in the Works, worldwide.

PEEK TRAFFIC SYSTEMS, INC.

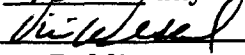
By: 

Name: ANDREN ROAKE

Title: DIRECTOR

Dated effective as of: _____

SUBSCRIBED and SWORN to before me
this 10th day of DEC, 2003.


Notary Public

My Commission Expires: 12/5/04



Vivian Wessel
MY COMMISSION # CC986111 EXPIRES
December 5, 2004
BONDED THRU TROY FAH INSURANCE, INC.

EXHIBIT 1

COMPANY	REG. NO.	COUNTRY	MARK
Peek Traffic Systems, Inc.	2261931	US	PEEK TRAFFIC MATS
Peek Traffic Systems, Inc.	2266039	US	MATS
Peek Traffic Transyt Corporation	2020206	US	VIDEOTRAK

