

10-08-2004



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10/6/04

1. Name of conveying party(ies)/Execution Date(s):

On Patrol Video Systems International, Inc.

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

Citizenship (see guidelines)

Execution Date(s) 14 SEPTEMBER 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Safety Vision, L.P.
 Internal
 Address: SUITE 100
 Street Address: 6650 Roxburgh
 City: HOUSTON
 State: TEXAS
 Country: USA Zip: 77041

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship USA
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,658,950

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SPEED ZOOM

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

Name: E. RANDALL SMITH

Internal Address:

Street Address: 2777 ALLEN PARKWAY
SUITE 1000

City: HOUSTON

State: TEXAS Zip: 77019

Phone Number: (713) 528-3100

Fax Number: (713) 528-3629

Email Address: ers@ipsafeguard.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

E RANDALL SMITH

Name of Person Signing

10/1/04

Date

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/07/2004 MBETACHE 0000067 2658950

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TRADEMARK
REEL: 003058 FRAME: 0874

Trademark Assignment

WHEREAS, On Patrol Video Systems International, Inc., an Ohio corporation with offices at 3666 Park Avenue West, Ontario, Ohio 44862 (hereafter called "Assignor"), has used the following trade names, service marks, trademarks and logos since at least as early as the dates indicated below and owns the following listed trademark applications/registrations therefore, all collectively referred to herein as the "Trademarks":

<u>Unregistered Marks</u>	<u>Date of First Use (at least as early as)</u>		
OPV	1990		
ON PATROL	1990		
ON PATROL VIDEO	1990		
On Patrol Video Systems	1990		
On Patrol Video Systems International	1990		
On Patrol Video Logo (Exhibit A hereto)	1990		
SPEED ZOOM	2001		
<u>Registered Marks (or application filed)</u>	<u>Registration/Application No. (specify country or state)</u>	<u>Registration or Application Date</u>	
SPEED ZOOM	2,658,950	12-10-02	

WHEREAS, Assignor wishes to transfer all of its rights, title and interest in and relating to the Trademarks to Safety Vision, L.P., a Texas Limited Partnership having offices at 6650 Roxburgh Drive, Suite 100, Houston Texas 77041 (hereafter called "Assignee"), and Assignee wishes to receive such transfer;

NOW, THEREFORE, for good and valuable consideration (including consideration as may be provided in the Asset Purchase Agreement between Assignor and Assignee), the receipt and sufficiency of which are hereby acknowledged by Assignor, it is hereby agreed:

1. Assignor hereby forever sells, assigns and transfers unto Assignee, its successors and assigns, Assignor's entire worldwide, perpetual right, title and interest in and to the Trademarks, including said registration and all renewal rights therein, together with the goodwill of the business in connection with which the Trademarks are and have been used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past and future infringements thereof, and to obtain further registrations therefor in the United States and throughout the world in the name of Assignee, its successors or assigns.
2. Assignor understands and agrees that all prior use of the Trademarks by Assignor, its agents and any predecessors-in-interest thereto, along with all goodwill resulting therefrom, will inure to the benefit of Assignee.