

10-15-2004



102859573

original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Verification Technologies, Inc.

- 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: October 6, 2004

2. Name and address of receiving party(ies)

Name: Sun Chemical B.V.

Internal

Address: _____

Street Address: Leeuwenveldseweg 3, 1382 LV Weesp

City: The Netherlands State: _____ Zip: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation – State _____
- Other _____

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)

B. Trademark Registration No.(s)

<u>2,729,529</u>	084458800
2,550,660	2,205,182
532994	

Additional number(s) attached? Yes No

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

Name: Elizabeth Moody, Esq.

Internal Address: _____

Paul, Weiss, Rifkind, Wharton & Garrison LLP

Street Address: _____

1285 Avenue of the Americas

City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: _____

28

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Elizabeth Moody, Esq.

Name of Person Signing

Elizabeth Moody
Signature

10/14/04
Date

10/15/2004 DBYRME

00000075 2729529

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

01 FC:8521
02 FC:8522

40.00 ~~50.00~~ Mail documents to be recorded with required cover sheet information to:
100.00 OP Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of October 6, 2004 (this "Agreement"), made by Verification Technologies, Inc., a Delaware corporation ("Assignor"), in favor of Sun Chemical B.V., a private company with limited liability organized under the laws of The Netherlands ("Assignee").

WHEREAS Assignor is the owner of the trademark registrations and applications listed on Schedule 1 attached hereto (the "Marks").

WHEREAS Assignee desires to acquire the Marks and any and all goodwill associated with the Marks;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of October 6, 2004, by and between Assignor and Assignee and Sun Chemical Corporation, Assignor agreed to sell, transfer, convey, assign and deliver all rights, title and interest in and to the Marks and any and all goodwill associated with the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, delivers, and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in and to each of the Marks, along with the following:

1. the goodwill of the business symbolized by and associated with the Marks;
2. that portion of Assignor's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and
3. all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks.

Assignor agrees that upon request it will, at any time without charge to Assignee, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient (as determined in Assignee's sole discretion) for vesting title to the Assignee in Assignee, its successors, assigns and legal representatives or nominees, including but not limited to, any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining Assignee, as applicable, in any and all countries and for vesting title thereto in Assignee, its successors, assigns, legal representatives and nominees. Assignor hereby appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-of-fact with full irrevocable power and authority in place and stead of Assignor and in the name of Assignor or in its own name, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate actions and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement. Furthermore, Assignor agrees that upon request it will, at any time without

charge to Assignee, cooperate fully with Assignee in the protection and enforcement of the Marks, including but not limited to, cooperating fully with Assignee in connection with any claims or suits brought by or against Assignee relating to the Marks.

[Remainder of the page intentionally left blank.]

The parties have caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

VERIFICATION TECHNOLOGIES, INC.

By: 
Name: *Henry F. McInerney*
Title: *CEO*

SUN CHEMICAL B.V.

By: _____
Name:
Title:

Trademark Assignment

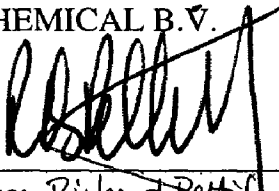
TRADEMARK
REEL: 003062 FRAME: 0483

The parties have caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

VERIFICATION TECHNOLOGIES, INC.

By: _____
Name:
Title:

SUN CHEMICAL B.V.

By:  _____
Name: Richard Pettifor
Title: Procuratiehouder (Proxy Holder)

Trademark Assignment

SCHEDULE 1

TRADEMARKS AND SERVICE MARKS

TRADEMARKS

Mark	Serial/ Registration No.	Filing Date	Registration Date
1. GLOBAL FINGERPRINT VERIFICATION	2,729,529	10/8/99	6/24/03
2. VERIGARD	2,550,660	10/8/99	3/19/02
3. GLOBAL FINGERPRINT MONITORING	084458800	5/9/97	
4. LION LABORATORIES	2,205,182	6/16/97	11/24/98
5. GLOBAL FINGERPRINT MONITORING	532994	5/9/97	2/19/99

Doc #:NY6:834811.1

RECORDED: 10/15/2004

TRADEMARK
REEL: 003062 FRAME: 0486