

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/23/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GSBS Development		03/23/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GE Security, Inc.
Street Address:	300 W. 6th Street
Internal Address:	Suite 1850
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	805052	AUDIBELL

CORRESPONDENCE DATA

Fax Number: (202)861-1783
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (202) 861-1500
 Email: trademarks@bakerlaw.com
 Correspondent Name: John H. Weber
 Address Line 1: 1050 Connecticut Avenue, N.W.
 Address Line 2: Washington Square, Suite 1100
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-5304

NAME OF SUBMITTER:	John H. Weber
Signature:	/jhw/

CH \$40.00 805052

Date:

08/03/2005

Total Attachments: 12

source=Audibell#page1.tif
source=Audibell#page2.tif
source=Audibell#page3.tif
source=Audibell#page4.tif
source=Audibell#page5.tif
source=Audibell#page6.tif
source=Audibell#page7.tif
source=Audibell#page8.tif
source=Audibell#page9.tif
source=Audibell#page10.tif
source=Audibell#page11.tif
source=Audibell#page12.tif

DOMESTIC TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this ___ day of _____, 2005 ("Effective Date"), is from SPX Corporation, a Delaware corporation ("SPX"), Edwards Systems Technology, Inc., a Connecticut corporation ("EST"), GSBS Development Corporation, a Delaware corporation ("GSBS"), Ziton (Pty) Limited, a corporation organized under the laws of the Republic of South Africa ("Ziton"), SPX Canada Partner II Co., an unlimited liability company organized under the laws of Nova Scotia ("SPX Canada Partner II"), SPX Canada, an Ontario general partnership ("SPX Canada"), Maxivox Inc., a corporation organized under the laws of Quebec ("Maxivox"), SPX Australia Pty. Ltd., a corporation organized under the laws of Australia (together with SPX, EST, GSBS, Ziton, SPX Canada Partner II, SPX Canada and Maxivox, the "Assignors") to GE Security, Inc., a Delaware corporation ("Assignee").

WHEREAS, the Assignors and General Electric Company ("GE") and General Electric Canada previously entered into that certain Purchase and Sale Agreement dated as of November 15, 2004 (as amended, restated or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, one or more of the Assignors owns the entire right, title and interest in and to the registered trademarks and trademark applications listed on Schedule A together with the goodwill of the business associated therewith (collectively, the "Assigned Marks"); and

WHEREAS, Assignee is purchasing the Assignors' business to which the Assigned Marks pertain, and such business is ongoing and existing; and

WHEREAS, Assignors are assigning to Assignee the entire right, title and interest in and to the Assigned Marks pursuant to the Purchase Agreement, and the Purchase Agreement requires the execution of this Assignment.

NOW THEREFORE, for and in consideration of the sum of US \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignors hereby sell, assign and transfer to Assignee any of Assignors' entire right, title and interest in and to the Assigned Marks, whether statutory or common law rights, together with the goodwill connected with and symbolized by the Assigned Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, to, if and as applicable, the end of the term or terms for which the Assigned Marks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter with respect thereto and to all causes of action (either in law or in equity)

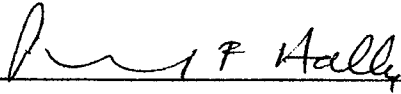
and the right to sue, counterclaim, and recover for past, present and future infringement, dilution or other violation or unauthorized use of the rights assigned or to be assigned under this Assignment.

2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.
3. Assignors hereby request the U.S. Commissioner of Patents and Trademarks to record this Assignment as to the Assigned Marks.
4. If any term or provision of this Assignment is invalid, illegal or otherwise unenforceable in whole or in part in any jurisdiction in which Assigned Marks are owned by Assignors, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.
5. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
6. Upon reasonable request by Assignee, Assignors will execute additional documents and take other actions as may be necessary or desirable to secure, record or perfect the assignments of the Assigned Marks set forth herein, and to vest in Assignee Assignors' entire right, title, and interest in and to the Assigned Marks together with the goodwill connected with and symbolized by the Assigned Marks.
7. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

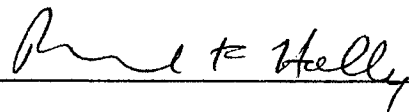
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

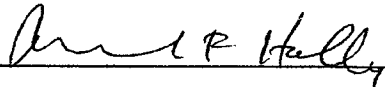
SPX CORPORATION

By: 
Name:
Title:

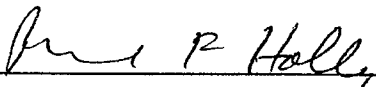
SPX CANADA PARTNER II CO.

By: 
Name:
Title:

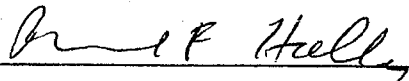
SPX CANADA

By: 
Name:
Title:

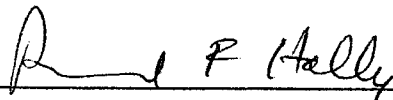
EDWARDS SYSTEMS TECHNOLOGY, INC.

By: 
Name:
Title:

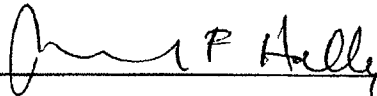
GSBS DEVELOPMENT CORPORATION.

By: 
Name:
Title:

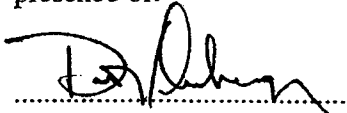
ZITON (PTY) LIMITED

By: 
Name:
Title:

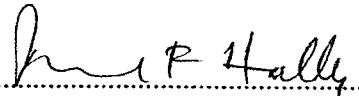
MAXIVOX INC.

By: 
Name:
Title:

SIGNED by _____)
as attorney for **SPX AUSTRALIA**)
PTY LTD under power of attorney)
dated March __, 2005 in the)
presence of:)


)
Signature of witness)

DANIEL T. LADGENBERGER)
Name of witness (block letters))

)
By executing this agreement the)
attorney states that the attorney has)
received no notice of revocation of)
the power of attorney)

Accepted and agreed to by:

GENERAL ELECTRIC COMPANY

By: 
Name: John S. Reubar
Title: Authorized Person

GENERAL ELECTRIC CANADA

By: 
Name: John S. Reubar
Title: Authorized Person

GE SECURITY, INC.

By: 
Name: John S. Reubar
Title: Authorized Person

STATE OF New York)
)
COUNTY OF New York) :SS

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul Hally of SPX Corporation, as his/her act and deed, and the free act and deed of himself

Vijayendra Rao
Notary Public:
My commission expires:

STATE OF New York)
)
COUNTY OF New York) :SS

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul Hally of SPX Canada Patent LLC, as his/her act and deed, and the free act and deed of himself

Vijayendra Rao
Notary Public:
My commission expires:

STATE OF New York)
)
COUNTY OF New York) :SS

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul Hally of SPX Canada, as his/her act and deed, and the free act and deed of himself

Vijayendra Rao
Notary Public:
My commission expires:

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

STATE OF New York)
)
COUNTY OF New York) :SS

March The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul Hally of Edwards Systems Technology, Inc. as his/her act and deed, and the free act and deed of himself

Vijayendra Rao
Notary Public:
My commission expires:

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

STATE OF New York)
)
COUNTY OF New York) :SS

March The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul Hally of USBI Development Corp as his/her act and deed, and the free act and deed of himself

Vijayendra Rao
Notary Public:
My commission expires:

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

STATE OF New York)
)
COUNTY OF New York) :SS

March The foregoing instrument was acknowledged before me this 23 day of March, 2005, by Paul Hally of Fitz (Pty) Ltd, as his/her act and deed, and the free act and deed of himself

Vijayendra Rao
Notary Public:
My commission expires:

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

STATE OF New York)
)
COUNTY OF New York) :SS

The foregoing instrument was acknowledged before me this 27 day of March, 2005, by Paul Hally of Maxiox Inc., as his/her act and deed, and the free act and deed of himself.

Vijayendra Rao
Notary Public:
My commission expires:

STATE OF New York)
)
COUNTY OF New York) :SS

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

The foregoing instrument was acknowledged before me this 27 day of March, 2005, by Paul Hally of SPX Australia Pty Ltd, as his/her act and deed, and the free act and deed of himself.

Vijayendra Rao
Notary Public:
My commission expires:

STATE OF New York)
)
COUNTY OF New York) :SS

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

The foregoing instrument was acknowledged before me this 27 day of March, 2005, by John Reichner of General Electric Company, as his/her act and deed, and the free act and deed of himself.

Vijayendra Rao
Notary Public:
My commission expires:

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

STATE OF New York)
)
COUNTY OF New York) :SS

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by John Reichner of _____, as his/her act and deed, and the free act and deed of himself.

Vijayendra Rao
Notary Public:
My commission expires:

STATE OF New York)
)
COUNTY OF New York) :SS

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

The foregoing instrument was acknowledged before me this 23 day of March, 2005, by John Reichner of _____, as his/her act and deed, and the free act and deed of himself.

Vijayendra Rao
Notary Public:
My commission expires:

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6119359
Commission Expires Nov. 29, 2008

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date
QUICKSTART	US	Registered	76/223,748	13-Mar-01	2,664,329	37607
FIRESHIELD	US	Registered	76/314,720	20-Sep-01	2,716,450	37754
STAR-BURST	US	Registered	76/315,282	21-Sep-01	2,703,156	37712
ACCUSOUND	US	Published	76/411,447	17-May-02		
EST	US	Registered	74/801,229	16-Mar-92	1,784,808	34177
FIREWORKS	US	Registered	75/871,025	14-Dec-99	2,548,900	37334
{RUNNING MAN LOGO}	US	Registered	76/061,849	02-Jun-00	2,663,993	37607
SYNERGY	US	Registered	76/061,848	02-Jun-00	2,808,981	38013
FULLLIGHT	US	Registered	76/061,845	02-Jun-00	2,786,857	37950
IN BUSINESS FOR LIFE	US	Registered	76/061,847	02-Jun-00	2,696,249	37691
DELIVERING TOMORROW'S FIRE ALARM TECHNOLOGY TODAY	US	Registered	76/061,842	02-Jun-00	2,698,277	37698
GENESIS	US	Registered	76/061,843	02-Jun-00	2,717,772	37761
G (Logo)	US	Registered	76/061,844	02-Jun-00	2,707,522	37726
MAXICOM	US	Pending	76/390,545	27-Mar-02		
STAFFSTATS	US	Pending	76/432,093	17-Jul-02		
ESCAPE SERIES	US	Published	76/527,693	02-Jul-03		
STAFFCALLPRO	US	Registered	76/419,475	07-Jun-02	2,773,226	37908
STAFFCALL	US	Registered	76/420,373	07-Jun-02	2,761,189	37873
STAFFALERT	US	Registered	76/422,107	12-Jun-02	2,746,617	37838
STAFFNET	US	Registered	76/422,108	12-Jun-02	2,739,951	37824
ACDB	US	Published	76/539,097	19-Aug-03		
ACCESS CONTROL DATABASE	US	Pending	76/539,096	19-Aug-03		
SUPERDUCT	US	Pending	76/546,452	23-Sep-03		
CONNECT WITH US	US	Pending	76/574,134	05-Feb-04		
SUMMIT	US	Pending	75/260,193	19-Mar-97		

Trademark	Country	Status	Application Number	filing Date	Registration Number	Registration Date
CHAMELEON	US	Registered	75/794,990	09-Sep-99	2,554,653	02-Apr-02
SIGNAL SOLUTIONS	US	Registered	75/191,955	04-Nov-96	2,272,628	24-Aug-99
DURABEL	US	Registered	217,999	04-May-65	806,314	29-Mar-66
ADAPT-A-BEL	US	Registered	71/353,507	05-Jul-34	318,385	23-Oct-34
BUZABEL	US	Registered	71/269,832	19-Jul-28	278,382	16-Dec-30
DUOTRONIC	US	Registered	72/304,067	01-Aug-68	881,621	02-Dec-69
ADAPTABEACON	US	Registered	73/204,584	22-Feb-79	1,138,645	12-Aug-80
LUMATONE	US	Registered	73/112,650	17-Jan-77	1,113,031	13-Feb-79
ADAPTATONE	US	Registered	73/277,565	11-Sep-80	1,185,574	12-Jan-82
ADAPTALIGHT	US	Registered	74/283,116	08-Jun-92	1,749,967	02-Feb-93
ADAPTAHORN	US	Registered	74/411,744	09-Jul-93	1,868,079	20-Dec-94
AUDIBELL	US	Registered	203,629	08-Oct-64	805,052	08-Mar-66
MODUTONE	US	Registered	237,262	25-Jan-66	828,484	09-May-67
TELECODE	US	Registered	71/102,368	23-Mar-17	117,981	14-Aug-17
TRILIPTICAL	US	Registered	75/416,858	12-Jan-98	2,375,753	08-Aug-00
SIGNAL SOLUTIONS	US	Registered	75/706,163	13-May-99	2,427,980	13-Feb-01
MIRTONE	US	Registered	75/414,647	07-Jan-98	2,471,843	24-Jul-01
FIRE PULL STATION DESIGN	US	Registered	75/021,644	17-Nov-95	2,145,626	24-Mar-98
SIGNATURE SERIES	US	Registered	74/719,156	22-Aug-95	2,217,527	12-Jan-99
WEALTH FAIR	US	Allowed	75/838,725	03-Nov-99	2,643,476	29-Oct-02
AIP	US	Registered	75/576,468	27-Oct-98	2,295,977	30-Nov-99
EDWARDS	US	Registered	73/821,849	28-Aug-89	1,643,400	07-May-91
MIRTONE	US	Registered	72/321,155	06-Mar-69	905,047	29-Dec-70
MIRTONE	US	Registered	73/055,368	17-Jun-75	1,081,573	10-Jan-78
E & DESIGN	US	Registered	72/169,711	27-May-63	774,000	28-Jul-64
ANSERCALL	US	Registered	72/158,434	04-Dec-62	756,355	10-Sep-63
E EDWARDS & DESIGN	US	Registered	72/131,356	06-Nov-61	737,072	04-Sep-62
EDWARDS	US	Registered	71/534,256	12-Sep-47	518,319	06-Dec-49
SIGNAL SOLUTIONS	US	Registered	75/191,955	04-Nov-96	2,272,628	24-Aug-99
VENTULATOR	US	Registered	76/055,950	19-May-00	2,681,635	28-Jan-03
PHONE PAGE	US	Pending	76/237,278	09-Apr-01		
ONELIGHT	US	Pending	76/519,313	02-Jun-03		
EDWARDS SIGNALING & DESIGN	US	Pending	76/547,340	02-Sep-03		
COMPAXX	US	Published	76/531,476	17-Jul-03		
MINI-MI	US	Pending	76/587,556	20-Apr-04		
CLUB MEDI	US	Pending	76/598,843	23-Jun-04		
DYNAMIC ZONE CONTROL	US	Published	76/472,084	02-Dec-02		
DZC	US	Published	76/472,085	02-Dec-02		
SIGNAL RESPONSIBLY	US	Published	76/519,952	23-May-03		
QUICKCASE	US	Published	76/532,995	29-Jul-03		
SPRINKLER PAC	US	Pending	76/539,095	19-Aug-03		

EDWARDS SIGNALING AND SECURITY SYSTEMS	US	Pending	76/574,290	06-Feb-04		
MEDI	US	Pending	76/580,595	11-Mar-04		
MAG INSTRUMENT INC vs EDWARDS SYSTEMS TECHNOLOGY,	US	Pending	91159830	10-Mar-04		
EDWARDS	US	Registered	74/099,377	19-Sep-90	1,656,443	10-Sep-91
PATRIOT	US	Pending		12-Aug-04		

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date
AIRESTAT	US	Published	76/196,209	19-Jan-01		
VENTOSTAT	US	Registered	76/223,987	14-Mar-01	2,581,645	18-Jun-02
RECORDAIRE	US	Registered	76/223,988	14-Mar-01	2,510,369	20-Nov-01
ABC LOGIC	US	Allowed	76/055,962	19-May-00	2,660,224	10-Dec-02
BLAQ BOX	US	Registered	75/357,410	15-Sep-97	2,306,867	11-Jan-00
TELAIRE	US	Registered	74/327,492	02-Nov-92	1,778,794	29-Jun-93
INTELLIRANGE	US	Registered	76/258,820	16-May-01	2,650,540	12-Nov-02

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date
ZITON	US	Registered	74/197,101	22-Aug-91	1,855,085	20-Sep-94
PARADIGM	US	Registered	75/388,221	12-Nov-97	2,460,654	19-Jun-01