## 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	
GSBS Development Corporation		03/23/2005	CORPORATION: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	GEIDCRD, Inc.
Street Address:	187 Danbury Road
City:	Wilton
State/Country:	CONNECTICUT
Postal Code:	06897
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1212209	IDENTICARD
Registration Number:	1746862	IVIS

#### **CORRESPONDENCE DATA**

Fax Number: (203)373-2181

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203-373-3595

Email: trademark@corporate.ge.com

Correspondent Name: Meg Galletly

Address Line 1: 3135 Easton Turnpike

Address Line 4: Fairfield, CONNECTICUT 06828

ATTORNEY DOCKET NUMBER:	IDENTICARD ASSIGNMENT		
NAME OF SUBMITTER:	Meg Galletly		
Signature:	/meg galletly/		
Date:	02/08/2006 TRADEMARK		

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## DOMESTIC TRADEMARK ASSIGNMENT

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 <u>Schedule A</u> together with the goodwill of the business associated therewith (collectively, the "<u>Assigned Marks</u>"); 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)

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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.

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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

Name:

Title:

Daniel Ladan berger Afforney-in-Fact

SPX CANADA PARTNER II CO.

Name: Daniel Ladenburger
Title: Attorney in fact

SPX CANADA

Name:

Attorney - in-Fact Title:

EDWARDS SYSTEMS TECHNOLOGY, INC.

Name: Daniel Ladenberger

Title:

Aftorney in- Fact

GSBS DEVELOPMENT CORPORATION.

Name:

Daniel La Lan Berger

Title:

ZITON (PTY) LIMITED

Name: Daniel La Londerger Title: Attorney-in-Fact

TRADEMARK

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### MAXIVOX INC.

By: Name: Saniel Landen Berger
Title: Attorney-in-Fact

as attorney for SPX AUSTRALIA PTY LTD under power of attorney dated March 23, 2005 in the presence of:

Signature of witness

PAUL F HALLY
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 FLECTRIC COMPANY

Name:

Title: Authorized Person

GENERAL ELECTRIC CANADA.

Name:

Title: Authorized Person

GEIDCR**I**Z,

Title: Authorized Person

STATE OF New York)
COUNTY OF New (of) :ss
The foregoing instrument was acknowledged before me this 23 day of  Marin , 2005, by Daniel Laderberger of SPX long-not or, as  his/her act and deed, and the free act and deed of
STATE OF New Lower ) ;ss Vijayendra RAO Notary Public, State of New York Registration in Kings County No. 01RA6119359 COUNTY OF New Lower ) ;ss Commission Expires Nov. 29, 2008
The foregoing instrument was acknowledged before me this 23 day of his/her act and deed, and the free act and deed of himself was like the himself was like
Notary Public: My commission expires:  VIJAYENDRA RAO  Votary Public, State of New York Registration in Kings County No. 01RA6119359  COUNTY OF New York Registration in Kings County No. 01RA6119359  COUNTY OF New York Registration in Kings County No. 01RA6119359  COUNTY OF New York Registration in Kings County No. 01RA6119359
The foregoing instrument was acknowledged before me this day of

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

STATE OF New York)	
COUNTY OF New York) :ss	
The foregoing instrument was acknown instrument was acknown in the free act and deed of	wledged before me this 23 day of Lemberger of Edwards Systems, Tochnology, he himse ! f
Notary	Bublio The Town
	nmission expires:
STATE OF YOU YOUR) COUNTY OF New York) :ss	VIJAYENDRA RAO Notary Public, State of New York Registration in Kings County No. 01RA6119359 Commission Expires Nov. 29, 2008
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3077777	VIJAYENDRA RAO iry Public, State of New York gistration in Kings County No. 01RA6119359 iission Expires Nov. 29, 2008
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Notary F	Public:
My com	mission expires:

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

STATE OF New (oh) COUNTY OF You York) :ss
The foregoing instrument was acknowledged before me this 2 day of Maximum, 2005, by Lauriel London of Maximum, as his/her act and deed, and the free act and deed of Motary Public:  My commission expires:
STATE OF YOU (No. ) :SS  COUNTY OF No. (174)  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 Australia Fty Hamile Longing of SR Australia Fty Hamil

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 (or le) :ss	
The foregoing instrument was ac	Mowledged before me this 23 day of General Language of General Language Control of Co
his/her act and deed, and the free act and	Notary Public: My commission expires:
STATE 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, 2005, by his/her act and deed, and the free act and	was acknowledged before me this 23 day of his complete his day of his
	Notary Public: My commission expires:
STATE OF New York ) :ss	VIJAYENDRA RAO Notary Public, State of New York Registration in Kings County No. 01RA6119359 Tammission Expires Nov. 29, 2008
May	day of the second of the secon
	Notary Public: My commission expires:
	VIJAYENDRA RAO

VIJAYENDRA RAO
Notary Public, State of New York
Registration in Kings County
No. 01RA6] 19359
Commission Expires Nov. 29, 2008

## SCHEDULE A

# TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date
IDENTICARD	US	Registered	73/268,345	30-Jun-80	1,212,209	30236
VIS	US	Registered	74/215,264	25-Oct-91	1,746,862	33988

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**RECORDED: 02/08/2006**