

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mark Baerwaldt		02/10/2006	INDIVIDUAL:
Les and Linda Berthy, as Community Property		02/10/2006	INDIVIDUAL:
Eric & Barbara Bremner		02/10/2006	INDIVIDUAL:
Michael Carpenter		02/10/2006	INDIVIDUAL:
David Cornfield		02/10/2006	INDIVIDUAL:
D.L. Footh		02/10/2006	INDIVIDUAL:
James W. Footh		02/10/2006	INDIVIDUAL:
Dennis C. Kearns		02/10/2006	INDIVIDUAL:
Mark T. Koulogeorge		02/10/2006	INDIVIDUAL:
Kenneth McBride		02/10/2006	INDIVIDUAL:
The RKD Trust FBO R.S. Rush III		02/10/2006	INDIVIDUAL:
David L. Roberts		02/10/2006	INDIVIDUAL:
Rolling Bay Ventures LLC		02/10/2006	INDIVIDUAL:
Marcia Schade		02/10/2006	INDIVIDUAL:
Robert D. Shurtleff		02/10/2006	INDIVIDUAL:
John Teutsch		02/10/2006	INDIVIDUAL:
Richard H. Footh		02/10/2006	INDIVIDUAL:
Bradley Wells		02/10/2006	INDIVIDUAL:
Joe R. Vitulli		02/10/2006	INDIVIDUAL:
Craig S. Young		02/10/2006	INDIVIDUAL:
Steven Clifford		02/10/2006	INDIVIDUAL:

**RECEIVING PARTY DATA**

<b>Name:</b>	Vigilos, Inc.
<b>Street Address:</b>	2030 First Avenue
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Seattle
<b>State/Country:</b>	WASHINGTON

OP \$40.00 2669856

Postal Code:	98121
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2669856	VIGILOS

**CORRESPONDENCE DATA**

Fax Number: (503)220-2480  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (503) 294-9584  
 Email: pphartigan@stoel.com  
 Correspondent Name: John C. Motley/Stoel Rives LLP  
 Address Line 1: 900 SW Fifth Avenue  
 Address Line 2: Suite 2600  
 Address Line 4: Portland, OREGON 97204-1268

ATTORNEY DOCKET NUMBER:	35497-9
NAME OF SUBMITTER:	Patrick P. Hartigan, Paralegal
Signature:	/Patrick P. Hartigan/
Date:	02/13/2006

**Total Attachments: 14**

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**VIGILOS, INC.**  
**AMENDMENT TO 12% CONVERTIBLE**  
**SECURED PROMISSORY NOTE**

This Agreement, dated February 10, 2006, is by and between Vigilos, Inc., a Washington corporation (the "Company"), and the undersigned Holders of 12% Convertible Secured Promissory Notes issued by the Company pursuant to the Note Purchase Agreement, dated as of May 2, 2005, by and between the Company and the Purchasers named therein. All capitalized terms used but not defined herein shall have the same meanings ascribed thereto in the Note.

1. Amendments to Note. The parties hereto amend the Note as follows:

1.1 Section 4.1 of the Note is hereby amended and restated as follows:

**Conversion.** Upon the closing of the sale of the Company's common stock ("Common Stock") at per share price of \$.015, with gross proceeds to the Company of at least \$1,500,000, pursuant to the Common Stock Purchase Agreement dated as of February 10, 2006 (the "Financing"), the entire principal amount of this Note shall be converted, together with all accrued and unpaid interest hereon (such principal and interest referred to as the "Note Amount"), into fully paid and nonassessable shares of the Common Stock. The number of shares of Common Stock into which this Note shall be converted shall be determined by dividing the Note Amount by \$.015 per share.

1.2 Section 4.2 of the Note is hereby amended and restated as follows:

**Conversion Procedure.** Upon the closing of the Financing, the full amount of this Note shall automatically, without any further action of the Holder or the Company, be converted into that number of shares of Common Stock as is described in Section 4.1 above. Holder shall surrender the Note to the Company, in the manner and at the place designated. If the Note is lost, stolen, destroyed or mutilated, Holder shall deliver to the Company an affidavit attesting to such loss, theft, destruction or mutilation of this Note.

1.3 Section 4.3 of the Note is deleted in its entirety.

3. Termination of Security Agreement. Upon conversion of the Notes in accordance with this Agreement, the Amended and Restated Security Agreement, dated as of May 2, 2005, shall terminate, the security interest granted therein shall be released and the Company is authorized to take (and Holders agree to cooperate with) all actions necessary or advisable to terminate or release any financing statements or other evidence or filings related to such security interest; specifically, and without limitation, the Holders authorize the filing of this Amendment with the United States Patent and Trademark Office to release their security interest in the trademark Vigilos (registration no. 2,669,856, registration date 12/31/2002).

4. Effectiveness of this Agreement. This Agreement shall be effective from and after the time it has been signed by Holders of at least a majority in interest of Notes. If the Financing is not consummated by March 10, 2006, this Agreement shall become void and the Notes shall revert to their form prior to giving effect to this Agreement.

5. No Other Amendment. Except as expressly amended as set forth above, the Note shall remain in full force and effect in accordance with its terms.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

**VIGILOS, INC.**



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By: Douglas P. Gorder

Its: President

**HOLDERS**

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By: \_\_\_\_\_

Its: \_\_\_\_\_

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By: \_\_\_\_\_

Its: \_\_\_\_\_

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Its: \_\_\_\_\_

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Its: \_\_\_\_\_

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By: \_\_\_\_\_

Its: \_\_\_\_\_

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

VIGILOS, INC.

\_\_\_\_\_  
By: Douglas P. Gorder  
Its: President

HOLDERS  
ROLLING BAY VENTURES LLC

By: [Signature]  
Its: Geoffrey R. Entracs  
Managing Member

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

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Its: \_\_\_\_\_

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Its: \_\_\_\_\_

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

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**VIGILOS, INC.**

\_\_\_\_\_  
By: Douglas P. Gorder  
Its: President

**HOLDERS**

X Joe M. Vitullo  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Eric S. Blum  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Barbara L. Brunner  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Frank Turley  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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**VIGILOS, INC.**

\_\_\_\_\_  
By: Douglas P. Gorder  
Its: President

**HOLDERS**

*Fraser Black*  
\_\_\_\_\_

By: FRASER BLACK  
Its: \_\_\_\_\_

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

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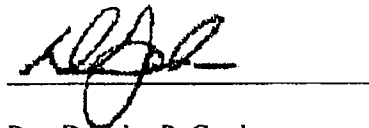
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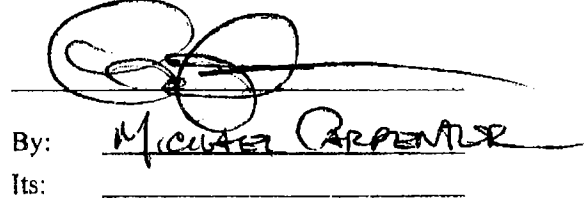
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

VIGILOS, INC.



By: Douglas P. Gorder  
Its: President

HOLDERS



By: Michael Carpenter  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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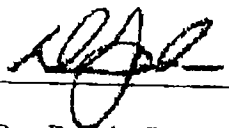
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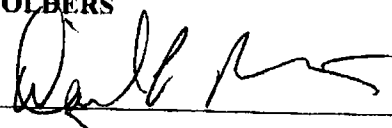
**VIGILOS, INC.**



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By: Douglas P. Gorder  
Its: President

**HOLBERS**



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By: David L Roberts  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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Its: \_\_\_\_\_

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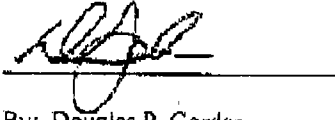
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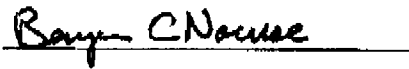
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VIGILOS, INC.



By: Douglas P. Gorder  
Its: President

HOLDERS



By: BENJAMIN NURSE  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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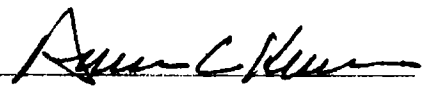
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**VIGILOS, INC.**

\_\_\_\_\_

By: Douglas P. Gorder  
Its: President

**HOLDERS**

X  KEARNS

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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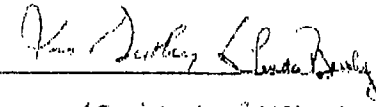
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**VIGILOS, INC.**

  
\_\_\_\_\_

By: Douglas P. Gorder  
Its: President

**HOLDERS**

  
\_\_\_\_\_

BERTHY

By: Keri L. Smith, President of BERTHY  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

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**VIGILOS, INC.**

**HOLDERS**

\_\_\_\_\_  
By: Douglas P. Gorder  
Its: President

R. K. JAVIER TRUST FBO R. S. RUSH JR  
By: [Signature]  
Its: TRUSTEE

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

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5. No Other Amendment. Except as expressly amended as set forth above, the Note shall remain in full force and effect in accordance with its terms.

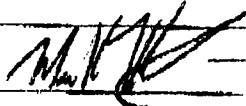
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**VIGILOS, INC.**

**HOLDERS**

By: Douglas P. Gorder  
Its: President

By:   
Its: KOULOGEORGE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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**VIGILOS, INC.**

\_\_\_\_\_  
By: Douglas P. Gorder  
Its: President

**HOLDERS**

  
\_\_\_\_\_  
By: John Tutch  
Its: \_\_\_\_\_

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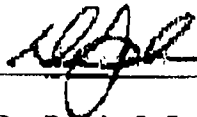
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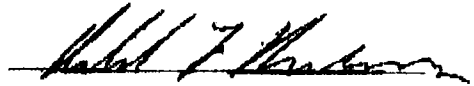
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**VIGILOS, INC.**

  
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By: Douglas P. Gorder  
Its: President

**HOLDERS**

 MESLANG

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Its:  Trust

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