

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
Vision Systems Limited		02/28/2006	COMPANY: AUSTRALIA
RECEIVING PARTY DATA			
Name:	VSEH Subco Pty Ltd		
Street Address:	498 Blackburn Road		
City:	Mount Waverly, Victoria		
State/Country:	AUSTRALIA		
Postal Code:	3149		
Entity Type:	COMPANY: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1883352	VESDA	
CORRESPONDENCE DATA			
Fax Number:	(202)944-3306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2029443307		
Email:	jsplitter@sbgdc.com		
Correspondent Name:	Jenny Splitter		
Address Line 1:	1101 30th St. NW, Suite 120		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007		
ATTORNEY DOCKET NUMBER:	MINTER ELLISON/9961		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

CH \$40.00 1883352

Address Line 4:

NAME OF SUBMITTER:

Jenny Splitter

Signature:

/jenny splitter/

Date:

04/24/2006

Total Attachments: 9

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Group IP Assignment Deed – Registered IP

Vision Systems Limited (**Assignor**)

VSEH Subco Pty Ltd (**Assignee**)

Group IP Assignment Deed – Registered IP

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Details

Date 28 FEBRUARY 2006

Parties

Name **Vision Systems Limited** ACN 008 050 093
Short form name **Assignor**
Notice details 498 Blackburn Road, Mount Waverley, Victoria 3149.
Facsimile +61 3 9211 7001
Attention C. Euan Pizzey

Name **VSEH Subco Pty Ltd** ACN 109 085 485
Short form name **Assignee**
Notice details 498 Blackburn Road, Mount Waverley, Victoria 3149.
Facsimile +61 3 9211 7001

Background

- A The Assignor owns the Registered VFS IP (as defined in this deed).
- B On the terms and conditions contained in this deed:
- (i) the Assignor has agreed to assign the Registered VFS IP to the Assignee; and
 - (ii) the Assignee has agreed to accept that assignment from the Assignor.

This deed witnesses

that in consideration of, among other things, the mutual promises contained in this deed, the parties agree:

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Designs means the design registration set out in Schedule 1.

Effective Date means 27 February 2006.

Patents means the patents and patent applications set out in Schedule 2.

Registered VFS IP means the Designs, Patents and Trade Marks.

Trade Marks means the trade mark registrations and trade mark applications set out in Schedule 3, including all unregistered or common law rights in those items, any goodwill associated with those items and any copyright subsisting in any logos in those items.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and *vice versa*, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions; and
- (e) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

2. Assignment of Registered VFS IP

The Assignor, as the legal and beneficial owner of the Registered VFS IP, assigns to the Assignee, and the Assignee accepts the assignment of, with effect from the Effective Date, all of the Registered VFS IP.

3. Further assurances

- (a) The Assignor agrees to execute all documents, forms and authorisations and to do any and all such acts and things as may be reasonably necessary in order to vest in the Assignee the rights assigned to the Assignee under clause 2 of this deed, including the recording of the assignment of the Registered VFS IP and, where necessary, to execute any confirmation assignments where reasonably required by the Assignee.

- (b) The Assignor agrees to bear the costs of the recordal of the assignment of the Registered VFS IP.

4. Miscellaneous

4.1 Alterations

This deed may be altered only in writing signed by each party.

4.2 Costs

Each party must pay its own costs of negotiating, preparing and executing this deed.

4.3 Counterparts

This deed may be executed in counterparts. All executed counterparts constitute one document.

4.4 Severability

A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.

4.5 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

4.6 Relationship

Except where this deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

4.7 Entire agreement

This deed constitutes the entire agreement between the parties in connection with the subject matter of this deed.

4.8 Governing law and jurisdiction

This deed is governed by the laws of Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

Schedule 1 – Designs

DESIGN	REGISTRATION NUMBER	COUNTRY	STATUS
Pump Impellor Rotor	111151 S	Australia	Registered

Schedule 2 - Patents

PATENT/APPLICATION	REG / APP NUMBER	COUNTRY	STATUS
Security Sensor Arrangement – CA	2179801	Canada	Pending
Security Sensor Arrangement – UK	9613210.5 (2303446)	United Kingdom	Granted
Security Sensor Arrangement – AU	56148/96 (709759)	Australia	Granted
Security Sensor Arrangement – US	08/669,081 (5936666)	USA	Granted
A Manifold and Valve Assembly For a Smoke/Pollution Detection System ("MULTI PORT SCANNER") - US	08/313,197 (5755250)	USA	Granted
Fluid Pollution Monitor ("LASER MONITOR") - AU	34005/93 (663758)	Australia	Granted
Fluid Pollution Monitor ("LASER MONITOR") - DE	93302751.8 (693191848)	Germany	Granted
Fluid Pollution Monitor ("LASER MONITOR") - FR	93302751.8 (571077)	France	Granted
Fluid Pollution Monitor ("LASER MONITOR") - UK	93302751.8 (571077)	UK	Granted
Fluid Pollution Monitor ("LASER MONITOR") - US	07/884398 (5,392,114)	USA	Granted

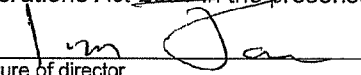
Schedule 3 – Trade Marks

TRADE MARK	REG / APP NUMBER	COUNTRY	STATUS
ADPRO (word) - JP	2222327	Japan	Registered
ADPRO Cl 09 (word) - ZA	2003/14261	South Africa	Filed
ADPRO Cl 37 (word) - ZA	2003/14262	South Africa	Pending
FastTrace (word) - ZA	2003/14258	South Africa	Pending
FastVu (word) - AU	871461	Australia	Registered
IEI - AU	661523	Australia	Registered
SMARTWATCH (word) - AU	732960	Australia	Registered
VESDA - BR	823244393	Brazil	Pending
VESDA - CL	501594 / 593705	Chile	Pending
VESDA - FI	104099	Finland	Registered
VESDA - JP	2454967	Japan	Registered
VESDA - HK	19892887	Hong Kong	Registered
VESDA - IN	493389	India	Registered
VESDA - KR	179002	Korea South	Registered
VESDA - SG	428388	Singapore	Registered
VESDA - TW	454303	Taiwan	Registered
VESDA - TW	439532	Taiwan	Registered
VESDA - UK	1256465	UK	Registered
VESDA - ZA	2003/14257	South Africa	Filed
VESDA (word) - US	74346753 (1883352)	USA	Registered
VESDA LaserPLUS - UK	2116005	UK	Registered
VESDAnet - UK	2116007	UK	Registered

Signing page

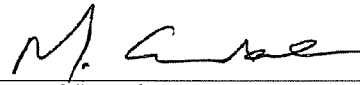
EXECUTED as a deed.

Executed by **Vision Systems Limited** in accordance with Section 127 of the *Corporations Act 2001* in the presence of



Signature of director

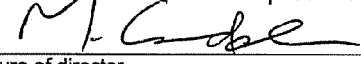
T. JAMES
Name of director (print)

←  ←

Signature of director/company secretary
(Please delete as applicable)

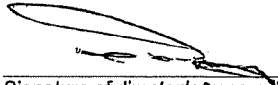
MARK CANISALE
Name of director/company secretary (print)

Executed by **VSEH Subco Pty Ltd** in accordance with Section 127 of the *Corporations Act 2001* in the presence of



Signature of director

MARK CANISALE
Name of director (print)

←  ←

Signature of director/company secretary
(Please delete as applicable)

C. E. Pizzey
Name of director/company secretary (print)