

## 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
FRL, INCORPORATED		05/12/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FISHER RESEARCH LABS, INC.		
Street Address:	1100 Pendale Road		
City:	El Paso		
State/Country:	TEXAS		
Postal Code:	79907		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2944074	F	
Registration Number:	2986546	FISHER LABS	
Registration Number:	2980008	M SCOPE	
Registration Number:	1201876	M-SCOPE	
Registration Number:	1300225	FISHER M-SCOPE	
CORRESPONDENCE DATA			
Fax Number:	(858)677-1401		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	858-638-6658		
Email:	mark.cadigan@dlapiper.com		
Correspondent Name:	Mark Cadigan		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Mark Cadigan		

CH \$140.00 2944074

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TRADEMARK  
REEL: 003307 FRAME: 0431

Signature:

/s/ Mark Cadigan

Date:

05/12/2006

Total Attachments: 4

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, FRL, Incorporated, a corporation organized and existing under the laws of the State of California and having a principal office located at 200 W. Willmot Road, Los Banos, CA 93635 (hereinafter "Assignor"), is the owner of the entire right, title and interest in and to certain patents listed on Exhibit A attached hereto and certain trademarks listed on Exhibit B attached hereto (collectively referred to as the "Intellectual Property"); and

WHEREAS, Fisher Research Labs, Inc., a corporation organized and existing under the laws of the State of Delaware and having a principal office located at 1100 Pendale Road, El Paso, TX 79907 (hereinafter "Assignee"), is desirous of acquiring all right, title, and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee its entire right, title and interest in and to the Intellectual Property throughout the world and the inventions and designs covered thereby, including the right to claim priority and the right to any continuation, continuation-in-part, division, or substitute application thereof and the right to any reissue, reexamination of any Intellectual Property thereof and any subsequent filings in any country or jurisdiction claiming priority therefrom, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which the Intellectual Property have been or will be granted, 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 claims by Assignor for damages by reason of past infringement of the Intellectual Property with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor agrees that when requested by Assignee it will, at the sole cost of Assignee, execute all documents necessary or desirable to properly vest full right, title and interest in and to all Intellectual Property throughout the world in the name of Assignee or which, in the sole judgment of Assignee, may be necessary to obtain, maintain, issue or enforce said Intellectual Property.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Intellectual Property Assignment Agreement to be executed and delivered and Assignee accepts this Intellectual Property Assignment Agreement as of this 12th day of May, 2006.

FRL, INCORPORATED

By:

  
John Allen, Chief Financial Officer

FISHER RESEARCH LABS, INC.

By:

Thomas Walsh, President

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

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WHEREAS, Fisher Research Labs, Inc., a corporation organized and existing under the laws of the State of Delaware and having a principal office located at 1100 Pendale Road, El Paso, TX 79907 (hereinafter "Assignee"), is desirous of acquiring all right, title, and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee its entire right, title and interest in and to the Intellectual Property throughout the world and the inventions and designs covered thereby, including the right to claim priority and the right to any continuation, continuation-in-part, division, or substitute application thereof and the right to any reissue, reexamination of any Intellectual Property thereof and any subsequent filings in any country or jurisdiction claiming priority therefrom, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which the Intellectual Property have been or will be granted, 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 claims by Assignor for damages by reason of past infringement of the Intellectual Property with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

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IN WITNESS WHEREOF, Assignor and Assignee have each caused this Intellectual Property Assignment Agreement to be executed and delivered and Assignee accepts this Intellectual Property Assignment Agreement as of this 12th day of May, 2006.

FRL, INCORPORATED

By: \_\_\_\_\_  
John Allen, Chief Financial Officer

FISHER RESEARCH LABS, INC.

By:  \_\_\_\_\_  
Thomas Walsh, President

EXHIBIT A

PATENTS

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	Metal detector and discriminator using differentiation for background signal suppression	4,514,692	4/30/1985
	Metal detector and classifier with automatic compensation for soil magnetic minerals and sensor misalignment	4,628,265	12/9/1986
	Apparatus and method for locating metal objects and minerals in the ground with return of energy from transmitter coil to power supply	4,868,504	9/19/1989
	Walk-through metal detector system and method	6,133,829	10/17/2000
	Metal detector and method in which mineralization effects are eliminated	6,583,625	6/24/2003
	Systems and methods for a portable walk-through metal detector	10/813,288	3/29/2004
	Efficient electronics for walk-through metal detector	10/813,309	3/29/2004

EXHIBIT B  
TRADEMARKS

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	Flying F Design	2,944,074	4/26/2005
	Fisher Labs	2,986,546	8/16/2005
	M Scope Design	2,980,008	7/26/2005
	M-Scope	1,201,876	7/20/1982
	Fisher M-Scope	1,300,225	10/16/1984