

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vision Fire & Security Pty. Ltd.		02/27/2006	CORPORATION: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VSEH Subco Pty. Ltd		
<b>Street Address:</b>	495 Blackburn Road		
<b>Internal Address:</b>	Mt Waverly		
<b>City:</b>	Victoria		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	3149		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73493602	ADPRO	
<b>Serial Number:</b>	76478538	FASTTRACE	
<b>Serial Number:</b>	78292301	PROACTIV	
<b>Serial Number:</b>	78604626	VESDA LASERTEKNIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)339-3061		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-373-6900		
<b>Email:</b>	tmg@slwk.com		
<b>Correspondent Name:</b>	Andre L. Marais		
<b>Address Line 1:</b>	Schwegman Lundberg Woessner & Kluth, P.A		
<b>Address Line 2:</b>	P.O. Box 2938		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	2085.000002		

CH \$115.00 73493602

DOMESTIC REPRESENTATIVE

Name: Andre L. Marais  
Address Line 1: Schwegman Lundberg Woessner & Kluth, P.A  
Address Line 2: P.O. Box 2938  
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Andre L. Marais
Signature:	/Andre L. Marais/
Date:	06/19/2006

**Total Attachments: 15**

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# VFS Group IP Assignment Deed

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Vision Fire & Security Pty Ltd (**Assignor**)

VSEH Subco Pty Ltd (**Assignee**)

**MinterEllison**

**L A W Y E R S**

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE  
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000  
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# VFS Group IP Assignment Deed

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# Details

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Date

27 February 2006

## Parties

Name **Vision Fire & Security Pty Ltd** ACN 008 009 514  
Short form name **Assignor**  
Notice details 495 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 495 Blackburn Road, Mount Waverley, Victoria 3149.  
Facsimile: +61 3 9211 7001

## Background

- A The Assignor owns the IP (as defined in this deed).
- B On the terms and conditions contained in this deed:
- (i) the Assignor has agreed to assign the 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

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## 1. Defined terms & interpretation

### 1.1 Defined terms

In this document:

**Business** means the business carried on by the VFS Group as at 27 January 2006, including the business of manufacturing and marketing early warning fire detection and control systems and video-based surveillance systems and automated voice alarm and evacuation systems.

**Confidential Information** means:

- (a) all information of, used by, related to or connected with the Business, any company in the VFS Group or their transactions, operations and affairs;
- (b) all other information treated by any company in the VFS Group as confidential;
- (c) all notes, data, reports and other records (whether or not in tangible form) based on, incorporating or derived from information referred to in paragraphs (a) or (b); and
- (d) all copies (whether or not in tangible form) of the information, notes, reports and records referred to in paragraphs (a), (b) or (c),

that is not public knowledge (otherwise than as a result of a breach of a confidentiality obligation of a party).

**Effective Date** means 27 February 2006.

**Intellectual Property Rights** or **IPR** means all intellectual property and proprietary rights (whether registered or unregistered) including:

- (a) business names and domain names;
- (b) trade or service marks, including any trade mark or service mark applications;
- (c) any right to have information (including Confidential Information) kept confidential; and
- (d) patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs (in source code and object code), data bases, know-how, logos, designs, design rights, design applications, copyright, circuit layout rights and similar industrial or intellectual property rights.

**Invetech Assignment Deed** means the deed between Invetech Pty Ltd (ACN 004 301 839) and the Assignor dated 11 January 2006 as amended.

**IP** means all IPR (including the Patents and the Trade Marks) that are:

- (a) owned by the Assignor; and
- (b) used in the Business,

including the IPR assigned under the Invetech Assignment Deed.

**Patents** means the patents and patent applications set out in Schedule 1.

**Trade Marks** means the trade mark registrations and trade mark applications set out in Schedule 2, 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.

**VFS Group** means:

- (a) the Assignor;
- (b) the Assignee;
- (c) Vision Systems Inc, a Maryland corporation;
- (d) Vision Systems (Europe) Ltd, incorporated in the United Kingdom with Co. No. 2387141;
- (e) VFS International Pty Ltd ACN 100 259 381;
- (f) VFS Technologies Limited;
- (g) VFS International Holdings Limited; and
- (h) VFS Holdings (Aust) Pty Ltd ACN 117 085 159.

## 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 IP

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

- (a) all of the IP; and
- (b) all of the Assignor's rights to take action against any third party in respect of any infringement or breach of the IP (whether the infringement occurred on or before the Effective Date).

## 3. Acknowledgements

The Assignor acknowledges and agrees that:

- (a) from the Effective Date, it has no right to the IP and must not exercise any rights in the IP except pursuant to a separate arrangement with the Assignor or the Assignor's licensee; and

- (b) it will continue to hold as confidential any IP that is confidential at the Effective Date and will not disclose such IP to any person.

## 4. 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 and any applications or registrations assigned or confirmed under clause 4(b), and, where necessary, execution of confirmation assignments where reasonably requested by the Assignee.
- (b) At any time after the date of this deed, if either party becomes aware of any IP that is registered or the subject of an application but that is not included in this deed, that party must notify the other and the Assignor will, at the Assignee's request, procure or confirm the assignment of that IP on the same terms as this deed.
- (c) The Assignor agrees to bear the costs in relation to the recordal including any requirements for recordal such as translation, legalisation and notarisation of the assignment of the IP and in relation to the assignment and recordal of any applications or registrations assigned or confirmed under clause 4(b).

## 5. Miscellaneous

### 5.1 Alterations

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

### 5.2 Costs

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

### 5.3 Counterparts

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

### 5.4 Assignability

The Assignor acknowledges and agrees that the Assignee and the companies within the VFS Group may assign their rights under this deed to, or grant security over their rights under this deed in favour of, any provider of financial accommodation to a company within the VFS Group, or to a security trustee for and on behalf of the providers of financial accommodation to a company within the VFS Group.

### 5.5 Tax

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this deed shall be paid by the Assignor.

### 5.6 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.

### 5.7 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.

### **5.8 Relationship**

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

### **5.9 Entire agreement**

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

### **5.10 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 – Patents

PATENT/APPLICATION	REG/APP NUMBER	COUNTRY	STATUS
A Particle Detector - PCT	PCT/AU01/00314 (WO01/71689)	International (PCT)	Expired - National Patent(s) Filed
Cushioning Material - AU	71849/00 (779915)	Australia	Granted
Cushioning Material - US	10/653145	USA	Pending
Detection of Airborne Pollutants - US	09/171886 (6285291)	USA	Granted
Detection of Airborne Pollutants ("Chamber") - US	09/171993 (6184537)	USA	Granted
Detection System ("CMD") - AU	2004906689	Australia	Expired – Int'l Patent Filed
Detection System ("CMD") - US	60/642608	USA	Pending
Filter Cartridge for Detection of Airborne Pollutants - UK	0002210.3 (2343947)	UK	Granted
Filter Integrity Monitoring System - AU	23760/97 (706461)	Australia	Granted
Filter Integrity Monitoring System - DE	19781749.1	Germany	Pending
Filter Integrity Monitoring System - JP	539346/97	Japan	Pending
Filter Integrity Monitoring System - TW	86105790 (106674)	Taiwan	Granted
Filter Integrity Monitoring System - UK	9822922.2 (2326475)	UK	Granted
Filter Integrity Monitoring System - US	09/171896 (6052058)	USA	Granted
Image Processing Method and Apparatus ("ZMD-MM") - AU	2004904053	Australia	Expired – Int'l Patent Filed
Image Processing Method and Apparatus ("ZMD-MM") - AU	2004903572	Australia	Expired – Int'l Patent Filed
Image Processing Method and Apparatus for Detection System ("CMD/ZMD-MM") - PCT	tba	International (PCT)	Pending
Improved Sensing Apparatus & Method ("ULTRASONIC FLOW SENSOR") - PCT	PCT/AU2004/000639	International (PCT)	Pending
Laser Video Detector ("ELVIS") - AU	2003902319	Australia	Expired - Int'l Patent Filed
Method & Apparatus for Determining Operational Condition of Pollution Monitoring Equipment ("SAMPLE POINT TESTER") - PCT	PCT/AU2004/001320	International (PCT)	Pending
Method & Apparatus for Testing Air Sampling Systems ("SAMPLE POINT TESTER") - AU	2003905197	Australia	Expired - Int'l Patent Filed

PATENT/APPLICATION	REG/APP NUMBER	COUNTRY	STATUS
Method and Apparatus for Determining Flow ("ULTRASONIC FLOW SENSOR - MULTIPPIPE") - AU	2004906487	Australia	Pending
Method and System for a Filter ("SMOKE HOURS") - PCT	PCT/AU2004/000954	International (PCT)	Pending
Method and System for a Filter ("SMOKE HOURS") - AU	2003903703	Australia	Expired - Int'l Patent Filed
Particle Detector ("ELVIS") - PCT	PCT/AU2004/000637	International (PCT)	Pending
Particle Detector, System and Method ("ELVIS") - AU	2004906488	Australia	Expired - Int'l Patent Filed
Particle Detector, System and Method ("ELVIS") - US	60/626960	USA	Pending
Testing of Embedded Systems ("TEST HARNESS") - AU	2004903723	Australia	Expired - Int'l Patent Filed
Testing of Embedded Systems ("TEST HARNESS") - AU	2004901189	Australia	Expired - Int'l Patent Filed
Testing of Embedded Systems ("TEST HARNESS") - PCT	PCT/AU2005/000313	International - PCT	Pending
The Detection of Airborne Pollutants ("Aspirator across Chamber") - JP	539342/97	Japan	Pending
The Detection of Airborne Pollutants ("Aspirator across Chamber") - AU	23755/97 (717038)	Australia	Granted
The Detection of Airborne Pollutants ("Aspirator across Chamber") - DE	19781741.6	Germany	Pending
The Detection of Airborne Pollutants ("Aspirator across Chamber") - PCT	PCT/AU97/00266 (WO 97/42486)	International - PCT	Expired - National Patent(s) Filed
The Detection of Airborne Pollutants ("Aspirator across Chamber") - TW	86105698 (105035)	Taiwan	Granted
The Detection of Airborne Pollutants ("Aspirator across Chamber") - UK	9822925.5 (2327495)	UK	Granted
The Detection of Airborne Pollutants ("Chamber") - AU	23756/97 (717087)	Australia	Granted
The Detection of Airborne Pollutants ("Chamber") - DE	19781742.4	Germany	Pending
The Detection of Airborne Pollutants ("Chamber") - JP	539341/97	Japan	Pending

PATENT/APPLICATION	REG/APP NUMBER	COUNTRY	STATUS
The Detection of Airborne Pollutants ("Chamber") – TW	86105700 (106313)	Taiwan	Granted
The Detection of Airborne Pollutants ("Chamber") – UK	9822923.0 (2326711)	UK	Granted

## Schedule 2 – Trade Marks

TRADE MARK	REG / APP NUMBER	COUNTRY	STATUS
ADPRO (word) - AU	403445	Australia	Registered
ADPRO (word) - CN (CI 45)	4195177	China	Pending
ADPRO (word) - CN (CI 9)	4195178	China	Pending
ADPRO (word) - GB	1224297	UK	Registered
ADPRO (word) - HK	1413/1985	Hong Kong	Registered
ADPRO (word) - NZ	154223	New Zealand	Registered
ADPRO (word) - SG	4164/84	Singapore	Registered
ADPRO (word) - US	73/493602 (136023)	USA	Registered
AUTOLEARN - UK	1494328	UK	Registered
AUTORANGE - UK	1557935	UK	Registered
FastTrace (word) - AU	917383	Australia	Registered
FastTrace (word) - CA	623486 (1162165)	Canada	Registered
FastTrace (word) - CN (CI 9)	3410812	China	Registered
FastTrace (word) - EU (CTM)	2985091	Europe	Registered
FastTrace (word) - NZ	670512	New Zealand	Registered
FastTrace (word) - US	2999548 (76/478538)	USA	Registered
LASERFOCUS – EU (CTM)	3495355	Europe	Accepted
PROACTIV (word) - AU	945442	Australia	Registered
PROACTIV (word) - CN	N/A	China	Filed
PROACTIV (word) - EU (CTM)	3334349	Europe	Pending
PROACTIV (word) - US	78/292301	USA	Filed
PROACTIV CI 09 (word) - TW	92051640	Taiwan	Pending
PROACTIV CI 37 (word) - TW	92051638 (1107806)	Taiwan	Registered
PROACTIV CI 45 (word) - TW	92051639 (1100026)	Taiwan	Registered
PROACTIV - TW	1145629	Taiwan	Registered
RH VESDA - Argentina	TBA	Argentina	
VESDA – AU	355815	Australia	Registered
VESDA – AU	962311	Australia	Accepted
VESDA – IT	886442 (old No 553253)	Italy	Registered

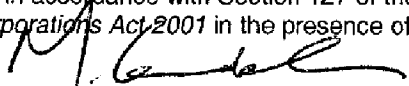
TRADE MARK	REG / APP NUMBER	COUNTRY	STATUS
VESDA (word) - CN (Cl 37)	4187785	China	Pending
VESDA (word) - CN (Cl 45)	4187784	China	Pending
VESDA (word) - CN (Cl 9)	4187786	China	Filed
VESDA (word) - EU (CTM)	3435336	Europe	Registered
VESDA LaserTEKNIC (word) - EU (CTM)	4264784	Europe	Pending
VESDA LaserTEKNIC (word) - US	78/604626	USA	Pending

# Signing page

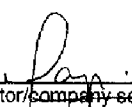
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**EXECUTED** as a deed.

**Executed by Vision Fire & Security Pty Ltd** in accordance with Section 127 of the *Corporations Act 2001* in the presence of

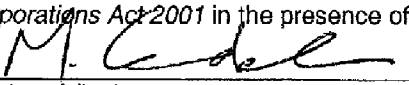
  
\_\_\_\_\_  
Signature of director

**Mark Cansdale**  
\_\_\_\_\_  
Name of director (print)

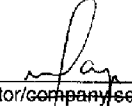
←   
\_\_\_\_\_  
Signature of director/~~company secretary~~  
(Please delete as applicable)

**CHRISTOPHER MATTHEW HAYES**  
\_\_\_\_\_  
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 Cansdale**  
\_\_\_\_\_  
Name of director (print)

←   
\_\_\_\_\_  
Signature of director/~~company secretary~~  
(Please delete as applicable)

**CHRISTOPHER MATTHEW HAYES**  
\_\_\_\_\_  
Name of director/~~company secretary~~ (print)

**TRADEMARK**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: VSEH Subco Pty. Ltd.  
495 Blackburn Road  
Mount Waverley, Victoria  
3149 Australia

Serial Nos.: 73/493602 (136023  
2999548 (76/478538  
78/292301  
78/604626

Atty. File 2085.000002

Mark: ADPRO (word)  
FastTrace (word)  
PROACTIV (word)  
VESDA LasserTEKNIC (word)

**LIMITED POWER OF ATTORNEY**

ATTN: Box Trademarks/NO FEES  
Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Please appoint the following attorneys and/or patent agents to attend to the attached recordation of assignments and the security interest in the United States Patent and Trademark Office in connection with the above-captioned trademark applications:

Anglin, J. Michael	Reg. No. 24,916	Gorrie, Gregory J.	Reg. No. 36,530	Obermark, Thomas C.	Reg. No. 55,506
Armitage, Benjamin C.	Reg. No. 57,213	Greaves, John N.	Reg. No. 40,362	Parker, J. K.	Reg. No. 33,024
Arora, Suneel	Reg. No. 42,267	Haukaas, Michael H.	Reg. No. 57,111	Peacock, Gregg A.	Reg. No. 45,001
Arterberry, Steven H.	Reg. No. 46,314	Houston, Bruce E.	Reg. No. 55,280	Perdok Shonka, Monique M.	Reg. No. 42,989
Beekman, Marvin L.	Reg. No. 38,377	Johnson, Larry J.	Reg. No. 56,861	Peret, Andrew R.	Reg. No. 41,246
Bianchi, Timothy F.	Reg. No. 39,610	Jurkovich, Patti J.	Reg. No. 44,813	Peterson, David C.	Reg. No. 47,857
Billion, Richard E.	Reg. No. 32,836	Kalis, Janal M.	Reg. No. 37,650	Price, Lucinda G.	Reg. No. 42,270
Black, David W.	Reg. No. 42,331	Kalson, Seth Z.	Reg. No. 40,670	Salter, Jim H.	Reg. No. 35,668
Bohanek, Robert	Reg. No. 52,627	Klima-Silberg, Catherine I.	Reg. No. 40,052	Schwegman, Micheal L.	Reg. No. 25,816



Brennan, Thomas F.	Reg. No. 35,075	Kluth, Daniel J.	Reg. No. 32,146	Smith, Jeffrey S.	Reg. No. 39,377
Canis, Randy L.	Reg. No. 44,584	Lacy, Rodney L.	Reg. No. 41,136	Speier, Gary J.	Reg. No. 45,458
Chadwick, Robin A.	Reg. No. 36,477	Lundberg, Steven W.	Reg. No. 30,568	Steffey, Charles E.	Reg. No. 25,179
Clark, Barbara J.	Reg. No. 38,107	Lynch, Michael L.	Reg. No. 30,871	Suhl, David	Reg. No. 43,169
Clise, Timothy B.	Reg. No. 40,957	Madden, Robert B.	Reg. No. 57,521	Sumner, John P.	Reg. No. 29,114
Cochran, David R.	Reg. No. 46,632	Maki, Peter C.	Reg. No. 42,832	Tang, Zhengnian	Reg. No. 55,666
Cooper, Geoffrey K.	Reg. No. 51,266	Marais, Andre L.	Reg. No. 48,095	Thai, Wendy	Reg. No. 53,684
D'Zurilla, David	Reg. No. 36,776	Mates, Robert E.	Reg. No. 35,271	Toug, Viet V.	Reg. No. 45,416
Dahl, John M.	Reg. No. 44,639	McCrackin, Ann M.	Reg. No. 42,858	Urbanski, Paul J.	Reg. No. 58,351
DeLizio, Andrew	Reg. No. 52,806	Mehrle, Joseph P.	Reg. No. 45,535	Vatuone, Mark R.	Reg. No. 53,719
Drake, Eduardo E.	Reg. No. 40,594	Mertes, Daniel J.	Reg. No. 55,842	Vivier, Garth	Reg. No. 57,313
Dreszer, Elona B.	Reg. No. 55,128	Muller, Mark V.	Reg. No. 37,509	Vodovozov, Alexander G.	Reg. No. 55,701
Embretson, Janet E.	Reg. No. 39,665	Nelson, Albin J.	Reg. No. 28,650	Woessner, Warren D.	Reg. No. 30,440
Forrest, Bradley A.	Reg. No. 30,837	Nielsen, Walt W.	Reg. No. 25,539		

Please direct correspondence in connection with the recordations to:

Andre L. Marais  
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 P.O. Box 2938  
 Minneapolis, Minnesota 55402-0938  
 Telephone 408 278-4042

VSEH Subco Pty. Ltd.

Date: 31 MAY 2006 By: 