

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VFS Technologies Limited		05/23/2006	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	National Australia Bank		
Street Address:	225 George St		
City:	Sydney NSW		
State/Country:	AUSTRALIA		
Postal Code:	2000		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	73493602	ADPRO	
Serial Number:	76478538	FASTTRACE	
Serial Number:	78292301	PROACTIV	
Serial Number:	78604626	VESDA LASERTEKNIC	
Serial Number:	74346753	VESDA	
CORRESPONDENCE DATA			
Fax Number:	(612)339-3061		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-373-6900		
Email:	tmg@slwk.com		
Correspondent 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		
ATTORNEY DOCKET NUMBER:	2085.000002		

CH \$140.00 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:	06/20/2006

Total Attachments: 6
source=2085 Trademark Security Agreement for Assignment#page1.tif
source=2085 Trademark Security Agreement for Assignment#page2.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is made this 23 day of May 2006, by and between VFS Technologies Ltd, a Bahamas corporation, having its principal office at c/ Offices of FT Consultants Ltd, 2nd Floor, One Montague Place, Nassau, Bahamas ("Grantor"), and National Australia Bank , an Australian corporation, having its principal office at 255 George St Sydney NSW 2000 ("Grantee").

WHEREAS, Grantor is the owner of the U.S. patents, patent applications and trademarks listed on the attached Schedule A (collectively the "Intellectual Property");

WHEREAS, Grantee acts as the Security Trustee under and as defined in the Security Trust and Intercreditor Deed dated 28 February 2006 between, among others, the Grantor, the Grantee and various banks and financial institutions as Secured Creditors (the Security Trust Deed).

WHEREAS, under a Security Agreement dated the date hereof ("Security Agreement") between Grantor and Grantee, Grantor has granted to Grantee (acting both on its own behalf as Security Trustee and as the agent for and representative (within the meaning of Section 9-102(a)(72)(E) of the Uniform Commercial Code) of the Secured Creditors) a security interest in certain of its assets (including the Intellectual Property) to secure the performance of the Secured Moneys (as defined in the Security Agreement); and

WHEREAS, Grantor and Grantee by this instrument seek to confirm and make a record of the grant of a security interest in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby acknowledge that

it has granted to Grantee a security interest in all of Grantor's right, title and interest in, to, and under the Intellectual Property. Grantor also acknowledges and confirms that the rights and remedies of Grantee with respect to the security interests in the Intellectual Property granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

GRANTOR

GRANTEE

By: /s/

By: *Madalina Chitiga*

Name:
Title:

Name: Madalina Chitiga
Title:- MANAGER

STATE OF New South Wales, Australia

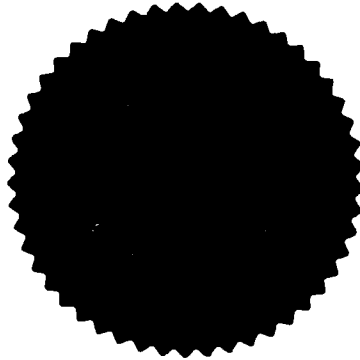
GD
Subscribed and ~~sworn~~ ^{AFFIRMED 25} to this ~~23~~ ²⁵ day of May 2006.

GD

Notary Public

My Commission Expires:

~~NOT APPLICABLE~~
GORDON DAVID COOPER
PUBLIC NOTARY
NEW SOUTH WALES
AUSTRALIA



TRADEMARK

REEL: 003334 FRAME: 0244

Schedule A

Title	Number
Cushioning Material	10/653145
Detection of Airborne Pollutants	09/1718886 (6285291)
Detection of Airborne Pollutants ("Chamber")	09/171993 (6184537)
Detection System ("CMD")	60/642608
Filter Integrity Monitoring System	09/171896 (6052058)
Particle Detector, System and Method	60/626960
A Manifold and Valve Assembly For a Smoke/ Pollution Detection System ("MULTI PORT SCANNER")	08/313197 (5755250)
Fluid Pollution Monitor ("LASER MONITOR")	07/884398 (5392114)

Trade Mark	Reg/App Number
ADPRO (word)	73/493602 (136023)
FastTrace (word)	2999548 (76/478538)
PROACTIV (word)	78/292301
VESDA LaserTEKNIC (word)	78/604626
VESDA (word)	74346753 (1883352)



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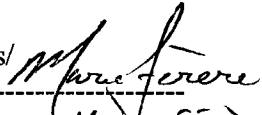
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GRANTOR

GRANTEE

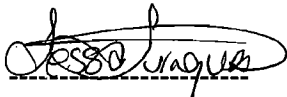
By: /s/ 

Name: Maria Fèvère
Title: Director

By: -----
Name: Madalina Chitiga
Title:-

STATE OF New South Wales, Australia

Subscribed and sworn to this 30th day of May 2006.



Notary Public

My Commission Expires: 31st December 2006

Schedule A

Title	Number
Cushioning Material	10/653145
Detection of Airborne Pollutants	09/1718886 (6285291)
Detection of Airborne Pollutants ("Chamber")	09/171993 (6184537)
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Fluid Pollution Monitor ("LASER MONITOR")	07/884398 (5392114)
Security Sensor Arrangement	08/669,081 5936666)

Trade Mark	Reg/App Number
ADPRO (word)	73/493602 (136023)
FastTrace (word)	2999548 (76/478538)
PROACTIV (word)	78/292301
VESDA LaserTEKNIC (word)	78/604626
VESDA (word)	74346753 (1883352)