

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precision Dynamics Corporation		10/16/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Visa International Serive Association		
Street Address:	900 Metro Center Boulevard		
Internal Address:	M1-11A		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1233598	VISA	
CORRESPONDENCE DATA			
Fax Number:	(650)432-3425		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-432-3200		
Email:	Trademarks@visa.com		
Correspondent Name:	Denise Kuwabara		
Address Line 1:	900 Metro Center Boulevard		
Address Line 2:	M1-11A		
Address Line 4:	Foster City, CALIFORNIA 94404		
NAME OF SUBMITTER:	Denise Kuwabara		
Signature:	/Denise Kuwabara/		
Date:	10/16/2006		

CH \$40.00 1233598

Total Attachments: 2

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of the Effective Date (identified below) by and between Visa International Service Association, a Delaware corporation having its principal place of business at 900 Metro Center Boulevard, Foster City, California 94404, USA ("Visa International"), and Precision Dynamics Corporation, a California corporation having its principal place of business at 13880 Del Sur Street, San Fernando, California 91340-3490, USA ("PDC").

WHEREAS, PDC owns certain rights in VISA and VISA BAND trademarks for use in connection with various products throughout the world;

WHEREAS, Visa International desires to acquire all of PDC's right, title and interest in and to the VISA and VISA BAND marks throughout the world;

NOW THEREFORE, in consideration of the above premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

"PDC Marks" refers to any and all trademarks, service marks, containing the term "visa," in any form or format, with or without any accompanying design or additional terms, that are or have been owned or registered by PDC anywhere in the world, or used by PDC anywhere in the world, at any time during the existence of PDC, including, but not limited to, the VISA and VISA BAND marks, whether owned by PDC or any of its related companies or licensees.

"PDC Trademark Registrations" refers to: (a) United States Trademark Registration No. 1233598 for "VISA" in Class 20; (b) Community Trademark Registration No. 873968 for "VISA" in Class 20; (c) Mexico Trademark Registration No. 454981 for "VISA" in Class 20; and (d) any other trademark registrations or applications filed by or for PDC anywhere in the world that contain the term "visa."

2. ASSIGNMENT OF PDC MARKS PDC hereby assigns to Visa International all of PDC's right, title and interest in and to the PDC Marks, including the goodwill of PDC symbolized by the PDC Marks.

3. ASSIGNMENT OF PDC TRADEMARK REGISTRATIONS PDC hereby assigns to Visa International all of PDC's right, title and interest in and to the PDC Trademark Registrations, including the goodwill of PDC symbolized by the registered marks. PDC hereby authorizes the trademark authorities of the countries in which PDC owns PDC Trademark Registrations (including, but not limited to, the United States, the Office of Harmonization in the Internal Market, and the Mexico Promotion to the Industrial Property) to reflect this assignment in the trademark records of the authorities.

4. **GOVERNING LAW** This Agreement shall be interpreted according to internal laws of the State of California, United States, and not its conflict of law provisions, except with respect to trademark issues, which shall be governed by United States federal laws. The parties hereby submit to the jurisdiction of the courts in California.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date identified below, the latest of which shall be the Effective Date.

**VISA INTERNATIONAL
SERVICE ASSOCIATION**

By: [Signature]
Name: Larry Drury
Title: EVP
Date: October 16, 2006

**PRECISION DYNAMICS
CORPORATION**

By: [Signature]
Name: Nicholas C. Curtin
Title: V.P. Sales + Marketing
Date: September 27, 2006

State of California }
County of San Mateo

State of California }
County of Los Angeles

On October 16, 2006 before me,
Neng V. Quang,
Notary Public, personally appeared
Larry Drury,
personally known to me (or proved to me on
the basis of satisfactory evidence) to be the
person whose name is subscribed to the
within instrument and acknowledged to me
that he executed the same in his authorized
capacity, and that by his signature on the
instrument the person, or the entity upon
behalf of which the person acted, executed
the instrument.

On September 27, 2006 before me, Linda S.
González, Notary Public, personally appeared
NICHOLAS C. CURTIN, personally known
to me (or proved to me on the basis of
satisfactory evidence) to be the person whose
name is subscribed to the within instrument
and acknowledged to me that he executed the
same in his authorized capacity, and that by
his signature on the instrument the person, or
the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

[Signature]

[Signature]

