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
GSBS Development Corpration		03/23/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GE Security, Inc.	
Street Address:	8985 Town Center Parkway	
City:	Brandenton	
State/Country:	FLORIDA	
Postal Code:	34202	
Entity Type: CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	74099377	EDWARDS

CORRESPONDENCE DATA

Fax Number: (203)373-2181

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203 373 3154

Email: trademark@corporate.ge.com

Correspondent Name: Sean Merrill

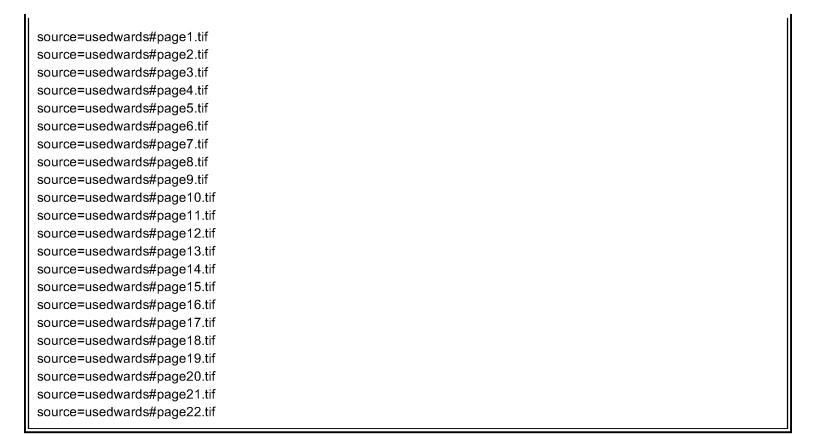
Address Line 1: 3135 Easton Turnpike Address Line 2: Corporate trademark operate

Address Line 4: Fairfield, CONNECTICUT 06828

NAME OF SUBMITTER: Sean Merrill /Sean Merrill/ Signature: Date: 12/08/2006

Total Attachments: 22

TRADEMARK **REEL: 003440 FRAME: 0624**



INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), effective as of this 25" day of 2005 ("Effective Date"), is from SPX Corporation, a Delaware corporation ("SPX"), Edwards Systems Technology, Inc., a Connecticut corporation ("EST"), GSBS Development Corporation, a Delaware corporation ("GSBS"), Ziton (Pty) Limited, a corporation organized under the laws of the Republic of South Africa ("Ziton"), SPX Canada Partner II Co., an unlimited liability company organized under the laws of Nova Scotia ("SPX Canada Partner II"), SPX Canada, an Ontario general partnership ("SPX Canada"), Maxivox Inc., a corporation organized under the laws of Quebec ("Maxivox"), SPX Australia Pty. Ltd., a corporation organized under the laws of Australia (together with SPX, EST, GSBS, Ziton, SPX Canada Partner II, SPX Canada and Maxivox, the "Assignors") to GE Security, Inc., a Delaware corporation ("Assignee").

WHEREAS, the Assignors and General Electric Company and General Electric Canada previously entered into that certain Purchase and Sale Agreement dated as of November 15, 2004 (as amended, restated or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, except as set forth in Section 3.12(c) of the Disclosure Schedule to the Purchase Agreement, the Assignors own the entire right, title and interest in and to the Owned Intellectual Property (as such term is defined in the Purchase Agreement) together with the goodwill of the business associated with all trademarks, service marks, domain names, trade dress, logos and other identifiers of source included in the Owned Intellectual Property (collectively, the "Assigned IP"); and

WHEREAS, the Purchase Agreement requires the execution of this Assignment to GE Security, Inc. as a designated Purchasing Entity, and certain other Intellectual Property assignments to certain other designated Purchasing Entities including Troy Sprinkler Ltd.; GEIDCRD, Inc.; GE IDCM, Inc.; GENCSUS, Inc.; GENCS, Inc.; GE Security Canada; GE Interlogix Pty Limited; and GE Security (Africa) (collectively the "Other Intellectual Property Assignments", and

WHEREAS, pursuant to the Other Intellectual Property Assignments, assignors are assigning to the other designated Purchasing Entities those portions of the Assigned IP consisting of the Sprinkler IP; the Identicard IP; the Identicam IP; the US Dukane IP; the Canadian Communications IP; the Other Canadian EST IP; the Australian EST IP; and the South African EST IP all defined in the Other Intellectual Property Assignments (collectively, the "Excluded Assigned IP").

NOW THEREFORE, for and in consideration of the sum of US \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignors do hereby sell, assign and transfer to Assignee Assignors' entire worldwide right, title and interest in the Assigned IP except the Excluded Assigned IP, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, including, without limitation, any

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applications and registrations therefor, any renewals and extensions of the patents or registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, to the end of the term or terms for which such patents or registrations are granted or reissued, renewed or extended as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter with respect thereto and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation or unauthorized use of the rights assigned or to be assigned under this Assignment.

- 2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.
- 3. If any term or provision of this Assignment is invalid, illegal or otherwise unenforceable in whole or in part in any jurisdiction in which the Assigned IP except the Excluded Assigned IP is owned by Assignors, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.
- 4. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
- 5. In order to effect the transfer of particular patents, patent applications, trademark registrations and applications for trademark registration included in the Assigned IP except the Excluded Assigned IP to GE Security, Inc., the parties shall also execute the agreements attached hereto as Exhibits A through D as Domestic Patent Assignment, Foreign Patent Assignment, Domestic Trademark Assignment and Foreign Trademark Assignment respectively, and such patent and trademark assignment agreements shall govern the assignment of the subject patents, patent applications, trademark registrations and applications for trademark registration.
- 6. Upon reasonable request by Assignee, Assignors will execute, and will cause their employees, agents and consultants to execute, additional documents and take other actions as may be necessary or desirable to secure, record or perfect the assignments of the Assigned IP except the Excluded Assigned IP set forth herein, and to vest in Assignee Assignors' entire right, title, and interest in and to the Assigned IP except the Excluded Assigned IP as granted to Assignee, including, without limitation (i) the disclosure and transfer to Assignee of all pertinent information, data and documents with respect thereto, (ii) the reasonably prompt execution and delivery to Assignee or its legal representative of all applications, specifications, affidavits, oaths, assignments, recordations, and all other documents or instruments which are necessary in order to apply for, obtain, maintain, issue, defend, enforce and transfer such rights and in order to assign and convey to Assignee Assignors' entire right, title and interest in and to the Assigned IP

except the Excluded Assigned IP and (iii) at reasonable expense, testifying as to all pertinent facts and documents relating to the Assigned IP except the Excluded Assigned IP in any interference, litigation or other proceeding related thereto.

7. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

SPX CORPORATION
By: F Holy Name: Title:
SPX CANADA PARTNER II CO.
By: P Hally Name: Title:
SPX CANADA
By: J F Holly Name: Title:
EDWARDS SYSTEMS TECHNOLOGY, INC.
By: Just & Hally Name: Title:
GSBS DEVELOPMENT CORPORATION.
By: Juf Hall, Name: Title:
ZITON (PTY) LIMITED
By: But Helly
Name:
Title:

MAXIVOX INC.

By: Name:

Title:

SIGNED by

as attorney for SPX AUSTRALIA

PTY LTD under power of attorney dated March ___, 2005 in the

presence of:

Signature of witness

DAMIEL T. LADENBERGER

Name of witness (block letters)

By executing this agreement the

attorney states that the attorney has received no notice of revocation of

the power of attorney

Accepted and agreed to by:

GENERAL ELECTRIC COMPANY

Vame: John S. Reicher

GENERAL ELECTRIC CANADA

Name: John S. Rechar

GE SECURITY, INC.

1.1

Title: Authorized Person

STATE OF New York)
COUNTY OF New York) :ss
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Notary Public: My commission expires:
STATE OF New York) STATE OF New York) SSS COUNTY OF New York) COUNTY OF New York) SSS Commission Expires Asspured 36, 2005
March The foregoing instrument was acknowledged before me this 3 day of farther his/her act and deed, and the free act and deed of house #
Notery Public: My commission expires:
STATE OF New York) STATE OF New York) State of New York No. 01 KE6029897 Qualified in Kings County Commission Exercise August 30, 2005
The foregoing instrument was acknowledged before me this 25 day of March
Notary Public: My commission expires:
KEVIN T. KEENAN: Notary Public, State of New York No. 0 T KE6029897 Qualified in Kings County Commission Expires August 30, 2000

STATE OF New York) :ss
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STATE OF New York) State OF New York)
The foregoing instrument was acknowledged before me this 3 day of Sounday heart March, 2005, by
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My commission expires: (Control T. KEENAN Rotory Public, State of New York No. 01 KE6029897 Qualified in Kings County Commission Expires August 30, 2005

STATE OF New York)
COUNTY OF New York)
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STATE OF New York)
COUNTY OF New York) :ss
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Notary Public: My commission expires:
NOTAN II. NGEN VA Notary Public, State of New York No. 01KE6029397 Qualified in Kings County Commission Expires August 30, 2005

EXHIBIT C

DOMESTIC TRADEMARK ASSIGNMENT

	THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this
day of	, 2005 ("Effective Date"), is from SPX Corporation, a Delaware
corporation ("	SPX"), Edwards Systems Technology, Inc., a Connecticut corporation ("EST"),
	pment Corporation, a Delaware corporation ("GSBS"), Ziton (Pty) Limited, a
	ganized under the laws of the Republic of South Africa ("Ziton"), SPX Canada
	an unlimited liability company organized under the laws of Nova Scotia ("SPX
	т <u>П</u> "), SPX Canada, an Ontario general partnership ("SPX Canada"), Maxivox
Inc., a corpora	tion organized under the laws of Quebec ("Maxivox"), SPX Australia Pty. Ltd., a
	ganized under the laws of Australia (together with SPX, EST, GSBS, Ziton, SPX
Canada Partne	II, SPX Canada and Maxivox, the "Assignors") to GE Security, Inc., a Delaware
corporation ("	<u>\ssignee</u> ").

WHEREAS, the Assignors and General Electric Company ("GE") and General Electric Canada previously entered into that certain Purchase and Sale Agreement dated as of November 15, 2004 (as amended, restated or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, one or more of the Assignors owns the entire right, title and interest in and to the registered trademarks and trademark applications listed on <u>Schedule A</u> together with the goodwill of the business associated therewith (collectively, the "<u>Assigned Marks</u>"); and

WHEREAS, Assignee is purchasing the Assignors' business to which the Assigned Marks pertain, and such business is ongoing and existing; and

WHEREAS, Assignors are assigning to Assignee the entire right, title and interest in and to the Assigned Marks pursuant to the Purchase Agreement, and the Purchase Agreement requires the execution of this Assignment.

NOW THEREFORE, for and in consideration of the sum of US \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignors hereby sell, assign and transfer to Assignee any of Assignors' entire right, title and interest in and to the Assigned Marks, whether statutory or common law rights, together with the goodwill connected with and symbolized by the Assigned Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, to, if and as applicable, the end of the term or terms for which the Assigned Marks are granted or reissued or extended 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 income, royalties or payments due or payable as of the Effective Date or thereafter with respect thereto and to all causes of action (either in law or in equity)

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and the right to sue, counterclaim, and recover for past, present and future infringement, dilution or other violation or unauthorized use of the rights assigned or to be assigned under this Assignment.

- This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.
- 3. Assignors hereby request the U.S. Commissioner of Patents and Trademarks to record this Assignment as to the Assigned Marks.
- 4. If any term or provision of this Assignment is invalid, illegal or otherwise unenforceable in whole or in part in any jurisdiction in which Assigned Marks are owned by Assignors, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.
- 5. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
- 6. Upon reasonable request by Assignee, Assignors will execute additional documents and take other actions as may be necessary or desirable to secure, record or perfect the assignments of the Assigned Marks set forth herein, and to vest in Assignee Assignors' entire right, title, and interest in and to the Assigned Marks together with the goodwill connected with and symbolized by the Assigned Marks.
- 7. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

SPX CORPORATION

Ву:
Name:
Title:
SPX CANADA PARTNER II CO.
Ву:
Name:
Title:
SPX CANADA
Ву:
Name: Title:
EDWARDS SYSTEMS TECHNOLOGY, INC.
Ву:
Name:
Title:
GSBS DEVELOPMENT CORPORATION.
Ву:
Name:
Title:
ZITON (PTY) LIMITED
Ву:
Name:
Title:

MAXIVOX INC.

By: Name: Title:	
as attorney for SPX AUSTRALIA PTY LTD under power of attorney dated March, 2005 in the presence of:))))))))
Signature of witness) By executing this agreement the) attorney states that the attorney has
Name of witness (block letters)) received no notice of revocation of) the power of attorney)

Accepted and agreed to by:

GENERAL ELECTRIC COMPANY	
Ву:	
Name:	
Title: Authorized Person	
GENERAL ELECTRIC CANADA	
Ву:	
Name:	
Title: Authorized Person	
GE SECURITY, INC.	
By:	·
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Title: Authorized Person	

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SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Compety	Sistual	Ayickeanin Norther	pana Dina	Free Ballier Stripper	Regium nisa Dan
QUICKSTART	US	Registered	76/223,748	13-Mar-01	2,664,329	37607
FIRESHIELD	US	Registered	76/314,720	20-Sep-01	2,716,450	37754
STAR-BURST	US	Registered	76/315,282	21-Sep-01	2,703,156	37712
ACCUSOUND	US	Published	76/411.447	17-May-02		
EST	US	Registered	74/801,229	16-Mar-92	1,784,808	34177
FIREWORKS	ŲS	Registered	75/871,025	14-Dec-99	2,548,900	37334
(RUNNING MAN LOGO)	US	Registered	76/061,849	02-Jun-00	2,663,993	37607
SYNERGY	US	Registered	76/061,848	02-Jun-00	2,808,981	38013
FULLLIGHT	US	Registered	76/061,845	0 2-Jun- 00	2,786,857	37950
IN BUSINESS FOR LIFE	US	Registered	76/061,847	02-Jun-00	2,696,249	37691
DELIVERING TOMORROW'S FIRE ALARM TECHNOLOGY TODAY	υs	Registered	76/061,842	02-Jun-00	2,698,277	37698
GENESIS	US	Registered	76/061,843	02-Jun-00	2,717,772	37761
G (Logo)	US	Registered	76/061,844	02-Jun-00	2,707,822	37726
MAXICOM	US	Pending	76/390,545	27-Mar-02		
STAFFSTATS	US	Pending	76/432,093	17-Jul-02		
ESCAPE SERIES	US	Published	76/527.693	02-Ju1-03		
STAFFCALLPRO	US	Registered	76/419,475	07-Jun-02	2,773,226	37908
STAFFCALL	US	Registered	76/420,373	07-Jun-02	2,761,189	37873
STAFFALERT	US	Registered	76/422,107	12-Jun-02	2,746,617	37838
STAFFNET	US	Registered	76/422,108	12-Jun-02	2,739,951	37824
ACDB	US	Published	76/539,097	19-Aug-03		
ACCESS CONTROL DATABASE	US	Pending	76/539,096	19-Aug-03		
SUPERDUCT	ŲS	Pending	76/546,452	23-Ѕер-03		
CONNECT WITH US	US	Pending	76/574,134	05*Feb-04		
SUMMIT	US (Pending	75/260,193	19-Mar-97		

Trademark	Country		Applicațios Nămber		A contration Number 3	Registration bate
CHAMELEON	US	Registered	75/794,990	09-Sep-99	2.554.653	02-Apr-02
SIGNAL SOLUTIONS	US	Registered	75/191,955	04-Nov-96	2,272,628	24-Aug-99
DURABEL	US	Registered	217,999	04-May-65	806,314	29-Mar-66
ADAPT-A-BEL	US	Registered	71/353,507	05-Jul-34	318.385	23-Oct-34
BUZABEL	US	Registered	71/269,832	19-Jul-28	278,382	16-Dec-30
DUOTRONIC	US	Registered	72/304,067	01-Aug-68	881,621	02-D∞-69
ADAPTABEACON	US	Registered	73/204,584	22-Feb-79	1,138,645	12-Aug-80
LUMATONE	US	Registered	73/112,650	17-Jan-77	1,113,031	13-Feb-79
ADAPTATONE	US	Registered	73/277,565	11-Sep-80	1,185,574	12-Jan-82
ADAPTALIGHT	US	Registered	74/283,116	08-Jun-92	1,749,967	02-Feb-93
ADAPTAHORN	US	Registered	74/411,744	09-Jul-93	1,868,079	20-Dec-94
AUDIBELL	US	Registered	203,629	08-Oct-64	805,052	08-Mar-66
MODUTONE	บร	Registered	237,262	25-Jan-66	828,484	09-May-67
TELECODE	US	Registered	71/102,368	23-Маг-17	117,981	I4-Aug-17
TRILIPTICAL	US	Registered	75/416,858	12-Jan-98	2,375,753	08-Aug-00
SIGNAL SOLUTIONS	US	Registered	75/706,163	13-May-99	2,427,980	13-Feb-01
MIRTONE	US	Registered	75/414,647	07-Jan-98	2,471,843	24-Jul-01
FIRE PULL STATION DESIGN	US	Registered	75/021,644	17-Nov-95	2,145,626	24-Mar-98
SIGNATURE SERIES	US	Registered	74/719,156	22-Aug-95	2,217,527	12-Jan-99
WEALTH FAIR	บร	Allowed	75/838,725	03-Nov- 99	2,643,476	29-Oct-02
AIP	US	Registered	75/576,468	27-Oct-98	2,295,977	30-Nov-99
EDWARDS	US	Registered	73/821,849	28-Aug-89	1,643,400	07-May-91
MIRTONE	US	Registered	72/321,155	06-Mar-69	905,047	29-Dec-70
MIRTONE	US	Registered	73/055,368	17-Jun-75	1,081,573	10-Jan-78
E & DESIGN	US	Registered	(72/169,711)	27-May-63	774,000	28-Jul- 64
ANSERCALL	US	Registered	72/158,434	04-Dec-62	756,355	10-S ep-6 3
E EDWARDS & DESIGN	us	Registered	72/131,356	06-Nov-61	737,072	04-Sep-62
EDWARDS	US	Registered	71/534,256	12-Sep-47	518,319	06-Dec-49
SIGNAL SOLUTIONS	บร	Registered	75/191,955	04-Nov-96	2,272,628	24-Aug-99
VENTULATOR	US	Registered	76/055,950	19-May-00	2,681,635	28-Jan-03
PHONE PAGE	US	Pending	76/237,278	09-Apr-01		
ONELIGHT	US	Pending	76/519,313	02-Jun-03		
EDWARDS SIGNALING & DESIGN	US	Pending	76/547,340	02-Sep-03		
COMPAXX	US	Published	76/531,476	17-Jul-03		
MINI-MI	US	Pending	76/587,556	20-Apr-04		
CLUB MEDI	US	Pending	76/598,843	23-Jun-04		
DYNAMIC ZONE CONTROL	US	Published	76/472,084	02-Dec-02		
DZC	US	Published	76/472,085	02-Dec-02		
SIGNAL RESPONSIBLY	US	Published	76/519,952	23-May-03		
QUICKCASE	US	Published	76/532,995	29-Jul-03		
SPRINKLER PAC	US	Pending	76/539,095	19-Aug-03		

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EDWARDS SIGNALING AND SECURITY SYSTEMS	US	Pending	76/574,290	06-Feb-04		
MEDI	US	Pending	76/580,595	11-Mar-04		
MAG INSTRUMENT INC vs EDWARDS SYSTEMS TECHNOLOGY,	US	Pending	91159830	10-Mar-04		**************************************
EDWARDS	US	Registered	74/099,377	19-Sep-90	1,656,443	10-Sep-91
PATRIOT	US	Pending		12-Aug-04		

Tracement	Couping	Status	Application Number	Fifing Date &	Feggeltsbaß Sunsbee	Regination Date
AIRESTAT	ŲS	Published	76/196,209	19-Jan-01		
VENTOSTAT	US	Registered	76/223,987	14-Mar-01	2.581.645	18-Jun-02
RECORDAIRE	ŲS	Registered	76/223,988	14-Mar-01	2,510,369	20-Nov-01
ABC LOGIC	US	Allowed	76/055,962	19-May-00	2,660,224	10-Dec-02
BLAQ BOX	US	Registered	75/357,410	15-Sep-97	2,306,867	11-Jan-00
TELAIRE	US	Registered	74/327,492	02-Nov-92	1,778,794	29-Jun-93
INTELLIRANGE	US	Registered	76/258,820	16-May-01	2,650,540	12-Nov-02

ra de qu		Status I	Application Pursues	Film Use	Restaution Pagades	Registra Gua Date
ZITON	US	Registered	74/197,101	22-Aug-91	1,855,085	20-Sep-94
PARADIG	M US	Registered	75/388,221	12-Nov-97	2,460,654	19-Jun-01

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RECORDED: 12/08/2006