

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/11/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROAD REACH SECURITY, LLC		04/11/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	VIDEOIQ, INC.
Street Address:	1000 Winter Street, Suite 4500
Internal Address:	Bay Colony Corporate Center
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2972709	VIDEO IQ

CORRESPONDENCE DATA

Fax Number: (404)892-7056
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (404) 885-1500
 Email: TMAntlanta@seyfarth.com
 Correspondent Name: Joseph V. Myers III
 Address Line 1: 1545 Peachtree Street, NE, Suite 700
 Address Line 2: SEYFARTH SHAW LLP
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	55153.000006
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NAME OF SUBMITTER:	Joseph V. Myers III
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CH \$40.00 2972709

Signature:

/jvm/

Date:

05/02/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of April 11, 2007 by Broad Reach Security, LLC, a Delaware limited liability company ("Assignor"), to VideoIQ, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has used the mark Video IQ (the "Mark") in connection with certain video products and Assignor or its predecessor registrant has registered the Mark on the Principal Register of the United States Patent and Trademark Office under the Registration Number 2972709 (the "Registration"); and

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark and together with all of Assignor's right to sue and recover for past, present and future infringements of the Mark, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor agrees that it shall deliver any further instruments or documents, and take all such further reasonable action, as Assignee may request, including procuring assurance and cooperation from Assignor's officers and employees, in order to transfer to and vest in Assignee all right, title, and interest in and to the Mark and the Registration. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, effective as of the date hereof, with full right of substitution for the purpose of executing such documents and taking such other actions. This attorney-in-fact shall be for the benefit of Assignee, its licensees, successors, and assigns, and is coupled with an interest.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first above written.

ASSIGNOR:

BROAD REACH SECURITY, LLC

By: Michael D. Gardner

Name: Michael D. Gardner

Title: Manager

{Trademark Assignment}