

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Positron, Inc. | | 02/28/2007 | CORPORATION: QUEBEC |
| RECEIVING PARTY DATA | | | |
| Name: | Positron Public Safety Systems Corp. | | |
| Street Address: | 1745 Phoenix Blvd. Suite 250 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30349 | | |
| Entity Type: | CORPORATION: GEORGIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2019088 | POWER 911 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)416-7698 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-382-3300 | | |
| Email: | gcoviello@wmd-law.com | | |
| Correspondent Name: | Gerald Coviello, Esq. | | |
| Address Line 1: | 500 Fifth Avenue, 12th Floor | | |
| Address Line 2: | Wollmuth Maher & Deutsch LLP | | |
| Address Line 4: | New York, NEW YORK 10110 | | |
| ATTORNEY DOCKET NUMBER: | 4192006 | | |
| NAME OF SUBMITTER: | Gerald Coviello, Esq. | | |
| Signature: | /Gerald Coviello, Esq./ | | |
| Date: | 05/11/2007 | | |

OP \$40.00 2019088

Total Attachments: 3

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TRADE MARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") dated as of February 28, 2007 is by and between Positron, Inc., a Canadian Corporation, located at 5101 Buchan Street, Montreal, Quebec, Canada H4P 2R9 (the "Assignor") and Positron Public Safety Systems Corp., a Georgia Corporation, located at 1745 Phoenix Blvd, Suite 250, Atlanta, Georgia 30349 (the "Assignee").

WHEREAS, Assignor, is the owner of the following trademark (the "Mark"), which is registered in the United States Patent and Trademark Office:

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-------------|-------------------------|--------------------------|
| POWER 911 | 2019088 | 11/26/1996 |

WHEREAS, Assignor is desirous of assigning all right, title and interest in and to the Mark, the corresponding registration, and the goodwill of the business associated therewith to the Assignee.

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Mark, the corresponding registration, and the goodwill of the business associated therewith.

NOW, THEREFORE, Assignor, for good valuable consideration, the full receipt and sufficiency all of which are hereby acknowledged, and intending to be legally bound hereby:

1. Sells, assigns and transfers to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business associated therewith, including without limitation: (i) any damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements of the Mark in the United States of America, and (iii) all rights to oppose applications for the registration of confusingly similar marks.
2. Agrees that it will cooperate in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and to the Mark and registrations, including United States and foreign registrations.

3. Agrees that it will reasonably cooperate with Assignee with respect to any electronic assignment application filed by Assignee with the USPTO through the Electronic Trademark Assignment System (ETAS) in connection with the transfer of the Mark to Assignee.
4. Agrees to execute all papers and to perform such other proper acts as Assignee or its successors or assigns deem reasonably necessary to secure for Assignee or its successors or assigns, or to evidence the rights, hereby transferred.

This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile transmission (including the delivery of documents in Adobe PDF format) shall constitute execution and delivery of this Agreement for all purposes, with the same force and effect as execution and delivery of an original manually signed copy hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to conflicts of laws.

Date: February 28, 2007

POSITRON, INC.

By: *[Signature]*
Name: R. WEISER
Title: PRESIDENT
Date: _____

POSITRON PUBLIC SAFETY CORP.

By: *[Signature]*
Name: R. WEISER
Title: PRESIDENT
Date: _____