

08-10-2007

PTO  
AUG 06 2007  
To the Director of the U. S. Patent and



103435971

T  
documents or the new address(es) below.

8.6.07

1. Name of conveying party(ies):

Aigis Mechtronics, LLC (a North Carolina limited liability company)

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 7/23/2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Aigis Mechtronics, Inc. (a Delaware corporation)

Internal Address: \_\_\_\_\_

Street Address: 1124 Louise Road

City: Winston-Salem

State: NC

Country: USA Zip: 27107-5450

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3114563 3114562

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Dawn Urbanowicz

Internal Address: \_\_\_\_\_

Street Address: c/o Nortek, Inc.

50 KENNEDY PLAZA

City: PROVIDENCE

State: RI Zip: 02903

Phone Number: 401-751-1600

Fax Number: 401-751-9844

Email Address: urbanowicz@nortek-inc.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: Dawn Urbanowicz

Signature

Date

8/3/2007

Total number of pages including cover sheet, attachments, and document: 10

08/09/2007 DBYRNE 00000008 3114563

01 FC:8521  
02 FC:8522  
40.00  
21.00  
Dawn Urbanowicz  
Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT is dated as of July 23, 2007 (this "Assignment") by and among Aigis Mechtronics, LLC, a North Carolina limited liability company ("Assignor") and Acquisition Sub 2007-3, Inc., a Delaware corporation ("Assignee").

## RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of even date herewith (the "Purchase Agreement"), Assignor has agreed to assign to the Assignee all of the Assignor's right, title, and interest in and to all of Assignor's trademarks, including, without limitation, the right to use, and exclusive ownership of, the name "Aigis", trade names, service marks, brand names, patents, copyrights, pending applications for patents, pending applications for trademarks, expired patents and trademarks, inventions, processes, know-how, formulae, patterns, designs, trade secrets, domain names and other intellectual property and proprietary rights, including all associated goodwill and all royalties to which Assignor is entitled with respect hereto ("Intellectual Property"), including, without limitation, the patents and patent applications listed on Schedule A hereto, and all divisions, continuations, continuations-in-part, substitute applications, reissues, re-examinations, and extensions thereof, and the inventions embodied therein (collectively, the "Patents") and the trademarks and trademark applications listed on Schedule B (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, conveys, and transfers to Assignee all rights, titles, and interests in and to the Patents and Trademarks, including any renewals and extensions of the Patents and Trademarks that are or may be secured under the laws of the United States and all foreign countries, 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, together with all income, royalties, or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Patents and Trademarks with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record ownership of patents and trademarks in the United States and in all foreign countries, to record the Assignee as the owner of the Patents and Trademarks.

3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Patents, including all correspondence to and from the U.S. Patent and Trademark Office, and any and all legal counsel advising on or assisting with the prosecution or maintenance of the Patents and the Trademarks.

In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials in the possession of the Assignor) to obtain, perfect, and defend the Patents and the trademarks in this or any foreign country.

4. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, customers, distributors, affiliates, joint venturers, agents, employees, directors, successors, and assigns, all claims, causes of action, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising, and whether known or unknown, that the Assignor is, was, or may be entitled to assert against such parties as a result of Assignor's ownership of the Patents and the Trademarks arising from or relating to proprietary rights in the Patents or the Trademarks.

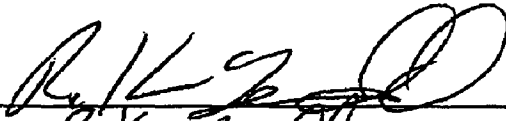
5. Facsimiles. For purposes of this Agreement, facsimile, scanned, or digitally transmitted signatures shall be deemed to be original signatures. In addition, if any of the parties sign facsimile or scanned copies of this Agreement, such copies shall be deemed originals.

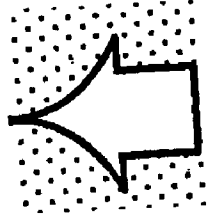
6. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of New York, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the laws of a jurisdiction other than New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Patent and Trademark Assignment as of the date first written above.

AIGIS MECHTRONICS, LLC

By:   
Name: Rick Landt  
Title: President



ACCEPTED:

ACQUISITION SUB 2007-3, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have duly executed this Patent and Trademark Assignment as of the date first written above.

AIGIS MECHTRONICS, LLC

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED:

ACQUISITION SUB 2007-3, INC.

By: Edward J. Cooney  
Name: Edward J. Cooney  
Title: Vice President & Treasurer

**SCHEDULE A**

**Issued Patents**

<b>Patent No.</b>	<b>Title</b>
7011460	Surveillance System

**Patent Applications**

<b>Patent No.</b>	<b>Title</b>
29/260,836	Vandal Resistant Camera Housing

**SCHEDULE B**

**Issued Trademarks**

<b>Trademark No.</b>	<b>Title</b>	<b>Filing Date</b>
3114563	Trademark – Logo Mark	7/11/06
3114562	Trademark – Logo Mark	7/11/06

**Trademark Applications**

<b>Trademark No.</b>	<b>Title</b>	<b>Filing Date</b>
None.		

# Delaware

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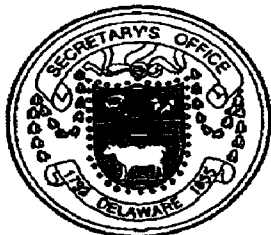
*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ACQUISITION SUB 2007-3, INC.", CHANGING ITS NAME FROM "ACQUISITION SUB 2007-3, INC." TO "AIGIS MECHTRONICS, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF JULY, A.D. 2007, AT 4:40 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4372659 8100

070842574



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5865849

DATE: 07-24-07

TRADEMARK  
REEL: 003602 FRAME: 0961



**CERTIFICATE OF AMENDMENT OF  
CERTIFICATE OF INCORPORATION**

ACQUISITION SUB 2007-3, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (hereinafter, the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of ACQUISITION SUB 2007-3, INC., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, That the Certificate of Incorporation of this Corporation be amended by changing Article I so that, as amended, said Article shall be and read as follows:

ARTICLE I: The name of the corporation is AIGIS MECHTRONICS, INC.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation law of the state of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Corporation has caused this Certificate to be signed by its duly authorized officer this 23 day of July, 2007.

ACQUISITION SUB 2007-3, INC.

By: Edward J. Cooney  
Vice President and Treasurer  
Edward J. Cooney