

TRADEMARK ASSIGNMENT

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
INTERNATIONAL ELECTRONICS, INC.		04/18/2008	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	I.D. SYSTEMS, INC.		
Street Address:	One University Plaza		
Internal Address:	6th Floor		
City:	Hackensack		
State/Country:	NEW JERSEY		
Postal Code:	07601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2588903	POWERKEY	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	15276/32		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		

CH \$40.00 2588903

Signature:	/Vanessa A. Ignacio/
Date:	06/16/2008
Total Attachments: 4 source=POWERKEY (Trademark Assignment)#page1.tif source=POWERKEY (Trademark Assignment)#page2.tif source=POWERKEY (Trademark Assignment)#page3.tif source=POWERKEY (Trademark Assignment)#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of April 18, 2008 (this "Assignment") by and among International Electronics, Inc., a Massachusetts corporation ("Assignor") and I.D. Systems, 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 Intellectual Property (as defined in the Purchase Agreement), including, without limitation, trademarks listed on Schedule A (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 Trademarks, including any renewals and extensions of the 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 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 Trademarks.

3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Trademarks, 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 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. 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.

5. 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.

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

INTERNATIONAL ELECTRONICS, INC.

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

ACCEPTED:

I. D. SYSTEMS, INC.

By: _____
Name: _____
Title: _____

5. 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.


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

INTERNATIONAL ELECTRONICS, INC.

By: _____
Name:
Title:

ACCEPTED:

I. D. SYSTEMS, INC.

By: 
Name: Ned Mavrommatis
Title: CFZ

SCHEDULE A

Issued Trademarks

Trademark No.	Title	Filing Date
2,588,903	POWERKEY	3/22/1999

Trademark Applications

Trademark No.	Title	Filing Date
None		

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