

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
Schlumberger Technologies Inc.		08/29/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Soluris Inc.		
Street Address:	45 Winthrop Street		
City:	Concord		
State/Country:	MASSACHUSETTS		
Postal Code:	01742		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2384411	IVS	
CORRESPONDENCE DATA			
Fax Number:	(212)972-5487		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2126872770		
Email:	eweisz@cplplaw.com		
Correspondent Name:	Edward M. Weisz		
Address Line 1:	551 Fifth Avenue		
Address Line 2:	Cohen Pontani Lieberman & Pavane LLP		
Address Line 4:	New York, NEW YORK 10176		
ATTORNEY DOCKET NUMBER:	5266-35		
NAME OF SUBMITTER:	Edward M. Weisz		
Signature:	/edward m. weisz/		
Date:	11/26/2008		

CH \$40.00 2384411

Total Attachments: 6

source=20081126112747#page1.tif

source=20081126112747#page2.tif

source=20081126112747#page3.tif

source=20081126112747#page4.tif

source=20081126112747#page5.tif

source=20081126112747#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT, dated August 29, 2003, and effective as of September 1, 2003 (the "Assignment"), by and between SCHLUMBERGER TECHNOLOGIES INC., a Delaware corporation (the "Assignor") and SOLURIS INC., a Massachusetts corporation (the "Assignee").

WHEREAS, the Assignor is the owner of certain Intellectual Property (as defined below);

WHEREAS, pursuant to an Asset Purchase Agreement, dated August 29, 2003, among the Assignor and the Assignee (the "Asset Purchase Agreement"), the Assignor has agreed to transfer and assign to the Assignee, and the Assignee has agreed to accept transfer and assignment of the Intellectual Property related to the Business; and

WHEREAS, the Asset Purchase Agreement requires the Assignor to execute an agreement pursuant to which the Assignor assigns, conveys and transfers to the Assignee the Intellectual Property.

Capitalized terms used herein without definition shall have the same meanings ascribed to them under the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment. The Assignor hereby sells, assigns, conveys and transfers to the Assignee, its successors, legal representatives and assigns, the Assignor's entire right, title and interest in, to and under the Intellectual Property, the same to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by the Assignor if this Assignment had not been made. As used in this Assignment, "Intellectual Property" shall mean the Patent Rights, Technology, Trademark Rights, Copyright Rights, and Internet Rights (as each of those terms are defined in the Asset Purchase agreement) owned by Assignor as of the Closing Date and listed on Schedule A attached hereto.

2. Recordation. The Assignor agrees that this Assignment shall serve as Assignor's request to the Commissioner of Patents and Trademarks of the United States and any like official of any State or any country or countries foreign to the United States whose duty it is to register patents or trademarks, to transfer all registrations and applications for patents or trademarks included in the Intellectual Property to the Assignee as owner of the entire right, title and interest therein, and to issue to the Assignee, its successors, legal representatives and assigns, all registrations which may issue with respect to any such applications, in accordance with the terms of this instrument.

3. Further Assurances. The Assignor covenants and agrees that it will, upon the reasonable request of the Assignee take, or cause to be taken, such other and further action as may reasonably be required by the Assignee in order to effect the assignment contemplated by this Assignment, including executing and delivering, or causing to be executed or delivered, any and all documents provided by the Assignee that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Intellectual Property hereunder, including any required Internet domain name transfer forms; and communicating to the Assignee any material facts relating to the Intellectual Property known to the Assignor, and testifying in any legal proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Intellectual Property or otherwise confirming the Assignee's interests in the Intellectual Property.

4. Covenant. The Assignor hereby covenants and agrees that the Assignor will not execute any agreement, assignment, sale or encumbrance (nor promise to do so) in material conflict with this Assignment.

5. Subject to Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

6. Governing Law and Forum. This Assignment shall be governed by, and construed in accordance with, the Laws of the Commonwealth of Massachusetts, and, to the extent applicable, United States federal law governing patents, trademarks and copyrights.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

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

ASSIGNOR:

SCHLUMBERGER TECHNOLOGIES,
INC.

By: 
Jurren Schoonbeck, Attorney In Fact

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 29th day of August, 2003, personally appeared before me Jurren Schoonbeck, known to me to be Attorney-In-Fact STI, who acknowledged that he/she signed this instrument as a free act on behalf of Schlumberger Technologies Inc.


Notary Public
My Commission Expires: 1/21/07

AGREED AND ACKNOWLEDGED:
SOLURIS INC.

By: _____
Alain Bojarski
President and Chief Executive Officer

GAIL E. CARROLL
NOTARY PUBLIC, State of New York
No. 01CA5071794
Qualified in Queens County
My Commission Expires Jan. 21, 2007

SCHEDULE A

ATTACHED

Schedule 1.2(c)(1)(C)
Trademark Rights

TRADEMARK RIGHTS

<u>Our Ref. No.</u>	<u>Title</u>	<u>Status</u>	<u>Registered Owner</u>
5300-31	IVS ULTRA LOW VOLTAGE	s/n 74/731,161, Reg no 2384411 US- 76/379,336 Taiwan, Europe -pending	Schlumberger Technologies, Inc. (STI) STI
5300-32	YOSEMITE	US-76/379,334 Taiwan, Singapore, Europe - pending	STI
5300-33	CRITICAL SHAPE METROLOGY	US clearance search performed, no application(s) filed.	STI

Verification Systems
 IVS 230
 IVS 120
 IVS 130
 IVS 135

RJG
 ARG
 Interactive Video Systems