

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2008		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vue Technology, Inc.		12/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sensomatic Electronics Corporation		
<b>Street Address:</b>	6600 Congress Avenue		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33487		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78701608	VUE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(561)988-7843		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	561-988-3739		
Email:	ustmks@tycoint.com		
Correspondent Name:	Colette A. Durst		
Address Line 1:	One Town Center Road		
Address Line 2:	IP Law Department		
Address Line 4:	Boca Raton, FLORIDA 33486		
ATTORNEY DOCKET NUMBER:	T-R-SN-00007		
NAME OF SUBMITTER:	Colette A. Durst		
Signature:	/Colette A. Durst/		

CH \$40.00 78701608

Date:

04/03/2009

**Total Attachments: 5**

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## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “**Agreement and Plan of Merger**”) is dated effective as of December 31, 2008, by and between Sensormatic Electronics Corporation, a Nevada corporation (“**Parent**”); and Vue Technologies, Inc., a Delaware corporation (the “**Subsidiary**”).

WHEREAS, Parent owns all of the issued and outstanding capital stock of the Subsidiary; and

WHEREAS, Parent is desirous of merging the Subsidiary with and into Parent; and

WHEREAS, pursuant to Parent’s and the Subsidiary’s respective Articles of Incorporation and By-Laws, the Board of Directors of the Parent and the Board of Directors of the Subsidiary have each approved and adopted this Agreement providing for the merger (the “**Merger**”) of the Subsidiary with and into Parent in accordance with the applicable provisions of the laws of their respective jurisdictions of incorporation and upon the terms and subject to the conditions set forth herein; and

WHEREAS, Parent and the Subsidiary intend (i) that the Merger shall constitute a “liquidation” within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the “Code”), (ii) by approving resolutions authorizing this Agreement, to adopt this Agreement as a plan of liquidation within the meaning of Section 332 of the Code and (iii) that the transactions contemplated by this Agreement be undertaken pursuant to such plan.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent and the Subsidiary hereby agree as follows:

Section 1. *The Merger.* At the Effective Time (as defined herein), and subject to and upon the terms and conditions of this Agreement and applicable law, the Subsidiary shall be merged with and into Parent, the separate legal existence of the Subsidiary shall cease, and Parent shall continue as the surviving corporation (hereinafter sometimes referred to as the “**Surviving Corporation**”).

Section 2. *Effective Time.* Unless this Agreement shall have been terminated, the parties hereto shall cause the Merger to be consummated by filing articles of merger as contemplated by the laws of each party’s respective jurisdiction of incorporation (the “**Articles of Merger**”), together with any required related certificates, with the Secretary of State of each party’s respective jurisdiction of incorporation, as appropriate, in such forms as required by, and executed in accordance with, the relevant provisions of applicable law. The Merger shall become effective at the time of the later to occur of such filings or at such later time specified in the Articles of Merger (the “**Effective Time**”).

Section 3. *Effect of the Merger.* At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Articles of Merger and the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Subsidiary and Parent shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Subsidiary and Parent shall become the debts, liabilities and duties of the Surviving Corporation.

Section 4. *Effect on Securities, Etc.* At the Effective Time, by virtue of the Merger and without any action on the part of Parent or the Subsidiary, the capital stock of the Subsidiary issued and outstanding immediately prior to the Effective Time shall be canceled and cease to exist without any consideration being payable therefor.

Section 5. *Articles of Incorporation; By-laws.* (a) At the Effective Time, the Articles of Incorporation of Parent, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Articles of Incorporation of the Surviving Corporation.

(b) At the Effective Time, the By-laws of Parent, as in effect immediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation until thereafter amended.

Section 6. *Directors and Officers.* The directors of Parent immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation, and the officers of Parent immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

Section 7. *Tax Consequences.* The parties hereto intend that the Merger shall constitute a liquidation of the Subsidiary within the meaning of Section 332 of the Code. The parties hereto hereby adopt this Agreement as a "plan of liquidation" within the meaning of Section 332 of the Code and Section 1.332-6 of the United States Treasury Regulations.

Section 8. *Taking of Necessary Action; Further Action.* Each of Parent and the Subsidiary will take, and cause their affiliates to take, all such reasonable and lawful actions as may be necessary or appropriate in order to effectuate the Merger and the other transactions contemplated by this Agreement in accordance with this Agreement as promptly as possible. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Subsidiary and Parent, the officers and directors of the Subsidiary and Parent immediately prior to the Effective Time are fully authorized in the name of their respective legal entities, and will take, all such lawful and necessary action.

Section 9. *Termination of Merger.* At any time after filing of the Articles of Merger with the Secretary of State of each party's respective jurisdiction of incorporation, but prior to the Effective Time, Parent and the Subsidiary may terminate the Merger by mutual agreement and the filing of articles of termination in accordance with the laws of each party's respective jurisdiction of incorporation.

*(signature page follows)*

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized representatives of each of the above-named legal entities, effective as of the day and year first above written. This Agreement and Plan of Merger may be executed in counterparts, each of which when executed and delivered shall constitute an original and all such counterparts together constituting one and the same agreement.

DATED: 12/21/08

SENSORMATIC ELECTRONICS  
CORPORATION

By: George R Oliver  
Name: George R OLIVER  
Title: President, TSP

DATED: \_\_\_\_\_

VUE TECHNOLOGY, INC.

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

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized representatives of each of the above-named legal entities, effective as of the day and year first above written. This Agreement and Plan of Merger may be executed in counterparts, each of which when executed and delivered shall constitute an original and all such counterparts together constituting one and the same agreement.

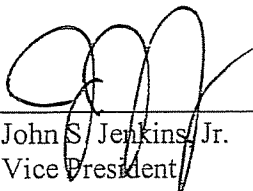
DATED: \_\_\_\_\_

SENSORMATIC ELECTRONICS  
CORPORATION

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

DATED: 12/22/08

VUE TECHNOLOGY, INC.

By:  \_\_\_\_\_  
Name: John S. Jenkins, Jr.  
Title: Vice President