

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
Fiber SenSys, LLC		09/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Optex Research, Inc.		
Street Address:	Optex Co., Ltd		
Internal Address:	5-8-12 Ogoto		
City:	Shiga		
State/Country:	JAPAN		
Postal Code:	520-0101		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3045094	FIBER SENSYS	
Registration Number:	2680318	COPPERHEAD	
Registration Number:	2888644	SECURLAN	
Serial Number:	77655480	FIBER DEFENDER	
Serial Number:	77655485	AUTOTUNE	
Registration Number:	3675861	FIBER SENSYS	
Serial Number:	77667355	SENSYSMAT	
CORRESPONDENCE DATA			
Fax Number:	(503)296-2172		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503-844-9009		
Email:	mail@ganzlaw.com		
Correspondent Name:	Bradley M. Ganz		

OP \$190.00 3045094

Address Line 1: PO Box 2200
Address Line 4: Hillsboro, OREGON 97123

ATTORNEY DOCKET NUMBER: FIB-1.001

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Bradley M. Ganz

Signature: /Bradley M Ganz/

Date: 10/20/2010

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of September 16, 2010, is made by and between Fiber SenSys, LLC, a Delaware limited liability company ("Assignor"), having an address at Gores Patriot F-S Holdings, LLC, c/o The Gores Group, LLC, 10877 Wilshire Boulevard, 18th Floor, Los Angeles, California 90024, and Optex Research, Inc., an Oregon corporation ("Assignee"), having an address at c/o Optex Co., Ltd., 5-8-12, Ogoto Otsu, Shiga, 520-0101, Japan.

W I T N E S S E T H:

WHEREAS, Assignor is engaged in the business of developing, manufacturing, distributing and selling fiber-optics perimeter and physical data security products, perimeter intrusion detection systems and electronic perimeter security equipment throughout the world and providing technical and engineering services related thereto (the "Business");

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, all registrations pertaining thereto, all common law rights associated therewith, together with all goodwill of the Business arising from use of and symbolized by said marks (collectively, the "Trademarks");

WHEREAS, Assignee is the successor to the portion of the ongoing and existing business of Assignor to which the trademark that is the subject of an application for registration under Trademark Act Section 1(b), 15 U.S.C. Section 1051(b) pertains; and

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of selling all of Assignor's right, title and interest in and to the Trademarks, and confirming the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor did and hereby does assign, sell, transfer and convey, free and clear of any liens, to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks throughout the world, including without limitation all trademark applications and registrations therefor, all common law rights in such Trademarks, all goodwill of the Business symbolized by the Trademarks, as well as the right to sue and to collect all damages and payments for claims of past, present and future infringement or misappropriation thereof and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, 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, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the registered Trademarks.

2. Assignor hereby constitutes and appoints Assignee and its successors and

assigns the true and lawful attorney and attorneys of Assignor, with full power of substitution, for Assignor and in its name and stead, or otherwise, by or on behalf and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth above, and from time to time to institute and prosecute in Assignor's name, Assignee's name or otherwise, at the direction and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Trademarks and to do any and all such acts and things in relation thereto as Assignee. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein.

4. This Assignment is intended only to effectuate the recordation of the transfer of the Trademarks, pursuant to that certain Asset Purchase Agreement, dated as of August 6, 2010 (the "Asset Purchase Agreement"), by and among Assignor, Assignee and Gores Patriot F-S Holdings, LLC, a Delaware limited liability company and the sole member of Assignor, and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. In the event that any of the terms of this Assignment conflict in any way with the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

5. This Assignment, and any disputes arising in connection herewith, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without regard to its conflicts of laws principles. The parties agree to submit to the jurisdiction and venue of the federal and state courts of the State of New York sitting in the County of New York.

6. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

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

ASSIGNOR:

FIBER SENSYS, LLC

By: _____
Name:
Title:

STATE OF }
 } ss:
COUNTY OF }

Before me, the undersigned, a Notary Public of the State of _____, personally appeared _____, having been sworn by me according to law did depose and say he was the _____ of Fiber SenSys, LLC ("Assignor") and did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignor.

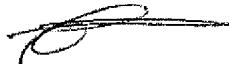
WITNESS my hand and notarial seal this _____, 2010.

(Written Signature)

(Printed Signature)

ASSIGNEE:

OPTEX RESEARCH, INC.

By: 
Name: Koji Kado
Title: President

Schedule A

Trademarks

APP/REG #	APP/REG DATE	MARK	STATUS	CLASS : GOODS
3,045,094	1/17/2006	FIBER SENSYS (Logo)	Registered	IC 009: Fiber optic instruments, namely vibration sensors for intrusion detection.
2,680,318	1/28/2003	COPPERHEAD (Logo)	Registered	IC 009: Piezo electric fence intrusion detection security system comprising at least one Piezo electric sensor and an electronic alarm monitoring module, both of which components may be located at the fence site, or if in a remote location connected to the fence by low noise coaxial cable, both of which components are electronically connected to an electronic alarm enunciator of a low tech nature, such as a bell, phone, pager, or lights; or if of a high tech nature, such as a computerized intrusion notifier, to advise a party of a possible fence intrusion.
2,888,644	9/28/2004	SECURLAN (Stylized)	Registered	IC 009: Optical fiber data conduit intrusion detection security system comprising of at least one optical fiber sensor and an electronic alarm monitoring module, both of which components may be located adjacent to the data conduit or remotely in a data closet, both of which components are electronically connected to an intelligent field panel used to perform pre-programmed automatic functions, notify of intrusions, and to advise a party of a possible intrusion.
77/113,929	2/22/2007	SPIDER (Simultaneous Point Intrusion Detector)	Abandoned	IC 009: Fiber optic point locating intrusion sensor featuring a host processor and acquisition module and fiber optic sensing cable which will output digital data describing the location and time of multiple events and alarms for perimeter intrusion detection.
77/655,480	1/23/2009	FIBER DEFENDER	Suspended	IC 009: Electronic security, surveillance, and intrusion alert systems, namely electronic components for sensing and detecting vibrations and other physical disturbances, the electronic components including fiber optic sensors; electronic sensors and detectors for sensing and detecting vibrations and other physical disturbances using fiber optics; Electronic sensor systems comprised of electronic sensors based on fiber optics for determining changes in the behavior of light in fiber optic fibers and other conduits; Electronic mats with integrated fiber optic sensors for detecting vibrations and other physical disturbances; Electronic sensors in the nature of network security sensors for use with data networks to detect physical intrusions into data cables and conduits.

Schedule A

(cont'd)

APP/REG #	APP/REG DATE	MARK	STATUS	CLASS : GOODS
77/655,485	1/23/2009	AUTOTUNE	Allowed	IC 009: Software for the operation and use of: Electronic security, surveillance, and intrusion alert systems; Electronic sensors for perimeter security; Fiber-optic sensors for use in security systems for land, facilities, buildings, or equipment; Electronic sensors and detectors for sensing and detecting vibrations and other physical disturbances; and Electronic sensor systems comprised of electronic sensors for determining changes in the behavior of light in fiber optic fibers and other conduits; and Electronic security surveillance, and intrusion alert systems comprised of electronic sensors based on fiber optics with any of the foregoing software items embedded therein for the operation and use of electronic security, surveillance, and intrusion alert systems.
3,675,861	9/1/2009	FIBER SENSYS (Word)	Registered	IC 009: Electronic security, surveillance, and intrusion alert systems, namely, electronic components for sensing and detecting vibrations and other physical disturbances, the electronic components including fiber optic sensors; Electronic sensors for perimeter security; electronic sensors and detectors for sensing and detecting vibrations and other physical disturbances; Electronic sensor systems comprised of electronic sensors based on fiber optics for determining changes in the behavior of light in fiber optic fibers and other conduits; Electronic mats with integrated electronic sensors for detecting vibrations and other physical disturbances; Electronic sensors in the nature of network security sensors for use with data networks to detect physical intrusions into data cables and conduits; electrical controllers and central processing units for use in electronic security and intrusion detections systems; software for the operation and use of electronic security, surveillance, and intrusion alert systems; electronic component parts for electronic security, surveillance, and intrusion alert systems.
77/667,355	2/10/2009	SENSYSMAT	Suspended	IC 009: Electronic security, surveillance, and intrusion alert systems consisting of a fiber optic mat for detecting vibrations and other physical disturbances; fiber-optic systems consisting of fiber optic mat sensors for detecting vibrations and other physical disturbances for use in security systems for land, facilities, buildings, or equipment; fiber optic sensors incorporated into mats for detecting vibrations and other physical disturbances.
77/115,863	2/26/2007	FIBER DEFENDER FIBER OPTIC INTRUSION DETECTION SYSTEMS (Stylized)	Abandoned	IC 009: Anti-intrusion detection system comprising fiber optic sensor cable used on perimeter barriers to detect intrusions and a signal processor for sending information to an alarm, sold as a unit.