

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |                                 |  |                            |
|--|---------------------------------|--|----------------------------|
| <b>SUBMISSION TYPE:</b>  |                                 | NEW ASSIGNMENT                               |                            |
| <b>NATURE OF CONVEYANCE:</b>   |                                 | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                            |
| <b>CONVEYING PARTY DATA</b>  |                                 |  |                            |
| <b>Name</b>  | <b>Formerly</b>                 | <b>Execution Date</b>                        | <b>Entity Type</b>         |
| J.B.Systems Inc.   | FORMERLY DBA Iris Systems, Inc. | 07/28/2011                                   | CORPORATION: MASSACHUSETTS |
| <b>RECEIVING PARTY DATA</b>  |                                 |  |                            |
| <b>Name:</b>   | Honeywell International Inc.    |  |                            |
| <b>Street Address:</b>   | 101 Columbia Road               |  |                            |
| <b>City:</b>   | Morristown                      |  |                            |
| <b>State/Country:</b>  | NEW JERSEY                      |  |                            |
| <b>Postal Code:</b>  | 07962                           |  |                            |
| <b>Entity Type:</b>  | CORPORATION: DELAWARE           |  |                            |
| <b>PROPERTY NUMBERS Total: 1</b>   |                                 |  |                            |
| <b>Property Type</b>   | <b>Number</b>                   | <b>Word Mark</b>                             |                            |
| <b>Serial Number:</b>  | 85290023                        | IRIS   |                            |
| <b>CORRESPONDENCE DATA</b>   |                                 |  |                            |
| <b>Fax Number:</b>   | (973)455-2288                   |  |                            |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                 |  |                            |
| <b>Email:</b>  | trademarks@honeywell.com        |  |                            |
| <b>Correspondent Name:</b>   | David A. Cohen                  |  |                            |
| <b>Address Line 1:</b>   | 101 Columbia Road               |  |                            |
| <b>Address Line 4:</b>   | Morristown, NEW JERSEY 07962    |  |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>   | H027137.36402                   |  |                            |
| <b>NAME OF SUBMITTER:</b>  | Susan Giniger                   |  |                            |
| <b>Signature:</b>  | /susan.giniger/                 |  |                            |
| <b>Date:</b>   | 08/23/2011                      |  |                            |

CH \$40.00 85290023

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** is made as of the 28<sup>th</sup> day of July, 2011,

**A M O N G:**

**ROBERT T. LANGTHORNE**

- and -

**IRIS SYSTEMS INC.**

- and -

**IRIS SYSTEMS INTERNATIONAL INC.**

- and -

**J.B. SYSTEMS, INC. (collectively "Seller")**

- and -

**HONEYWELL INTERNATIONAL INC.**

- and -

**HONEYWELL LIMITED (collectively "Purchaser")**

**WHEREAS** pursuant to an asset purchase agreement made concurrently herewith among Seller and Purchaser (as the same may be amended, assigned and/or assumed, extended, renewed and/or replaced from time to time in accordance with the terms and conditions thereof, the "**Purchase Agreement**"), Seller agreed to sell, assign and transfer to Purchaser and Purchaser agreed to purchase from Seller the Purchased Assets (including the Seller Intellectual Property), all on terms and conditions set out therein;

**AND WHEREAS** Seller is, as of the date hereof, the sole, exclusive, beneficial owner of the Purchased Assets;

**NOW THEREFORE THIS TRADEMARK ASSIGNMENT WITNESSES THAT** in consideration of the Purchase Price (as defined in the Purchase Agreement) and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the parties hereto), the parties hereto agree as follows:

**ARTICLE 1**  
**INTERPRETATION**

**1.1**            **Defined Terms**

All capitalized terms used herein, but not otherwise defined herein, shall have the respective meaning ascribed thereto in the Purchase Agreement. For the purposes of this Trademark Assignment, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a)    **“Trademark Assignment”** means this Trademark Assignment, the recitals thereto and any schedules or exhibits attached hereto and all of the terms, covenants and conditions set out herein, as the same may be amended, assigned and/or assumed, extended, renewed and/or replaced from time to time in accordance with the terms and conditions hereof.

**ARTICLE 2**  
**TRADEMARK ASSIGNMENT**

**2.1**            **Sale of Trademark Assignment**

Effective as of the date hereof, Seller hereby sells, assigns and transfers to Purchaser all of Seller’s right, title and interest in and to all of its trade-marks (including logos), trade-mark registrations and applications, service marks, service mark registrations and applications, together with the goodwill of the business connected with the use of and symbolized by the aforesaid names, trade-marks and service marks, including those listed on Schedule A hereto (the **“Trademarks”**). The Trademarks are being sold to and purchased by Purchaser, subject to, and in accordance with, the terms of the Purchase Agreement.

The Seller hereby authorizes the Purchaser to request the relevant trademark offices to record the Purchaser as the assignee and owner of the Trademarks.

The Seller shall, without further consideration, comply with any reasonable request by the Purchaser to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment of rights reflected herein.

**2.2**            **Purchase Price**

The Purchase Price for the Purchased Assets (i) is payable as provided in the Purchase Agreement, and (ii) shall be allocated as specified in the Purchase Agreement.

**2.3**            **Canada and US Assets**

The parties hereto agree that (i) all obligations of the Seller shall be joint and several among the Canadian Seller and the US Seller and that (ii) all obligations of the Purchaser shall be joint and several between the Canadian Purchaser and the US Purchaser. Moreover, it is the intention of the parties that the Canadian Purchaser shall purchase the Purchased Assets

owned by the Canadian Seller (other than non-Canadian intangibles and goodwill) and that the US Purchaser shall purchase all the Purchased Assets owned by the US Seller (and the non-Canadian intangibles and goodwill owned by the Canadian Seller).

### **ARTICLE 3** **MISCELLANEOUS**

#### **3.1 Purchase Agreement**

The parties hereto agree that this Trademark Assignment shall not alter, modify or amend in any way any of the terms or provisions of the Purchase Agreement, including the terms and provisions relating to representations and warranties, covenants or indemnification. To the extent any conflict or inconsistency exists between any of the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

#### **3.2 Further Assurances**

Each of the parties hereto covenants and agrees that it shall at the request and expense of the requesting party, execute and deliver all such further documents and do all such other acts and things as any other party hereto, acting reasonably, may from time to time request be executed or done in order to carry out the purpose and intent of this Trademark Assignment.

#### **3.3 Successors and Assigns**

This Trademark Assignment shall enure to the benefit of and shall be binding on and enforceable by and against the parties and their respective successors and permitted assigns. No party may assign any of its rights or benefits under this Trademark Assignment, or delegate any of its duties or obligations, except with the prior written consent of the other party. Notwithstanding the foregoing, Purchaser may assign all of its rights, benefits, duties and obligations under this Trademark Assignment in whole or in part, without the consent of Seller, to any Affiliate of Purchaser, whereupon the assignee shall be liable for all of the obligations of Purchaser under this Trademark Assignment; provided, however, that any such assignment shall not relieve Purchaser from any of its obligations hereunder.

#### **3.4 Governing Law and Submission to Jurisdiction**

(a) This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(b) Each of the parties irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

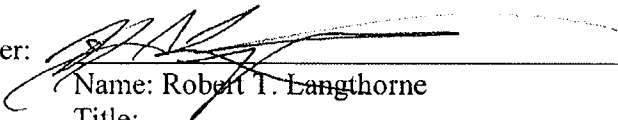
**3.5**            **Counterparts**

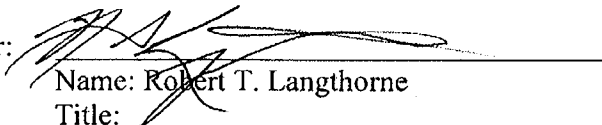
This Trademark Assignment and all related documents may be executed and delivered in counterparts (including, without limitation, by facsimile, e-mail or electronic signatures), each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

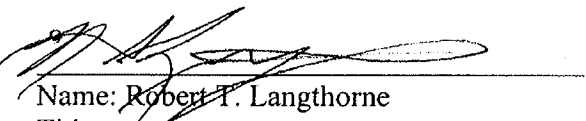
*[Remainder of page left intentionally blank.]*

IN WITNESS WHEREOF the parties have executed this Trademark Assignment on the date first above mentioned.

Per:   
ROBERT T. LANGTHORNE  
IRIS SYSTEMS INC.

Per:   
Name: Robert T. Langthorne  
Title:  
J.B. SYSTEMS, INC.

Per:   
Name: Robert T. Langthorne  
Title:  
IRIS SYSTEMS INTERNATIONAL INC.

Per:   
Name: Robert T. Langthorne  
Title:  
HONEYWELL INTERNATIONAL INC.

Per: \_\_\_\_\_  
Name:  
Title:  
HONEYWELL LIMITED

Per: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF the parties have executed this Trademark Assignment on the date first above mentioned.

Per: \_\_\_\_\_  
**ROBERT T. LANGTHORNE**

**IRIS SYSTEMS INC.**

Per: \_\_\_\_\_  
Name: Robert T. Langthorne  
Title:

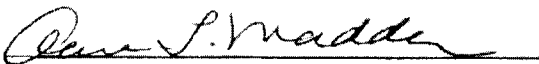
**J.B. SYSTEMS, INC.**

Per: \_\_\_\_\_  
Name: Robert T. Langthorne  
Title:


**IRIS SYSTEMS INTERNATIONAL INC.**

Per: \_\_\_\_\_  
Name: Robert T. Langthorne  
Title:

**HONEYWELL INTERNATIONAL INC.**

Per:   
Name:  
Title:

**HONEYWELL LIMITED**

Per:   
Name:  
Title:

Mtl#: 1879691

*Signature page to Trademark Assignment*

**TRADEMARK**  
**REEL: 004609 FRAME: 0922**



**Schedule A**

**Trademarks**

| <b>Type</b>                           | <b>Country</b> | <b>Registrant</b>  | <b>Application #</b> | <b>Application Date</b> | <b>Status</b> |            |
|---------------------------------------|----------------|--|----------------------|-------------------------|---------------|------------|
| IRIS and Design<br>(Human Eye Design) | US             | JB Systems, INC,<br>DBA Iris Systems<br>Inc. Corporation<br>Massachusetts<br>4944 113th<br>Avenue North<br>Clearwater Florida<br>33760 | 85290023             | 8-Apr-11                | pending       |            |
| IRIS and Design<br>(Human Eye Design) | CA             | Iris Sytems Inc,<br>250-8208<br>Swenson Way,<br>Delta V4G 1J6<br>British Columbia  | 865462               | 12/31/1997              | TMA518853     | 10/28/1999 |

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