

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
Torion Technologies, Inc.		07/25/2011	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Smiths Detection Inc.		
Street Address:	2202 Lakeside Boulevard		
City:	Edgewood		
State/Country:	MARYLAND		
Postal Code:	21040		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3653399	GUARDION	
CORRESPONDENCE DATA			
Fax Number:	(202)408-4400		
Phone:	(202) 408-4000		
Email:	docketing@finnegan.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Julia Anne Matheson		
Address Line 1:	Finnegan, Henderson, Farabow, et al.		
Address Line 2:	901 New York Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001-4413		
NAME OF SUBMITTER:	Julia Anne Matheson		
Signature:	/julia anne matheson/		
Date:	10/04/2011		
Total Attachments: 1 source=Trademark Assignment for GUARDION#page1.tif			

OP \$40.00 3653399

TRADEMARK ASSIGNMENT

WHEREAS, Torion Technologies, Inc., a corporation organized and existing under the laws of Utah, with offices at 796 East Utah Valley Drive, Suite 200, American Fork, UT 84003 ("Assignor"), owns the trademark "GUARDION" (including, but not limited to United States Trademark Registration Number 3,653,399; hereinafter "the Trademark");

WHEREAS, Assignor has agreed to assign, transfer and convey to Smiths Detection Inc., a Nevada corporation with offices at 2202 Lakeside Boulevard Edgewood, MD 21040 ("Assignee") the Trademark pursuant to the terms of the date hereof (the "Agreement") by and between Assignee, Assignor;

NOW THEREFORE, pursuant to the Agreement and for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's worldwide right, title and interest in and to the Trademark (including, but not limited to, the U.S. Trademark Registration, foreign rights, and any state and/or common law rights in all jurisdictions worldwide) and the right to sue and collect damages and/or profits for past infringements.

Date: 25 July 2011

Torion Technologies, Inc.

By: [Signature]
Name: Douglas W. Later, Ph.D.
Title: President
Torion Technologies, Inc.

STATE OF Utah)

COUNTY OF Utah) ss.:

On this 25 day of July, before me personally appeared Douglas W. Later, to me personally known, who, being duly sworn, did say that s/he is the President of Torion Technologies, Inc. and that s/he duly executed the foregoing instrument for and on behalf of said company being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public

