

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
InterSense Incorporated		11/18/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GC North Acquisition, LLC		
Street Address:	324 Main Street		
City:	Simpson		
State/Country:	PENNSYLVANIA		
Postal Code:	18407		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2685419	INTERSENSE	
Registration Number:	2818703	I	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
Phone:	202-739-5652		
Email:	chowell@morganlewis.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:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	063758.3001		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
Signature:	/Catherine R. Howell/		

CH \$65.00 2685419

Date:

12/06/2011

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made and entered into as of November 18, 2011, by and between InterSense Incorporated, a Delaware corporation ("Assignor"), and GC North Acquisition, LLC, a Delaware limited liability company, and/or one or more of its Affiliates (collectively, "Assignee"). Assignor and Assignee are collectively referred to as the "Parties."

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of November 18, 2011, by and among the Parties (the "Agreement"), Assignor has assigned all rights, title, and interests in and to the Intellectual Property (as defined in the Agreement) throughout the world, including the marks listed on Schedule 1 attached hereto, and the goodwill associated with or symbolized by such Marks (collectively referred to as the "Marks"); and

WHEREAS, pursuant to the Agreement, Assignee has acquired all rights, title and interests in and to the Intellectual Property, including the Marks, and the Parties wish to record such acquisition in all applicable intellectual property offices;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. Pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby assigns, sells, and transfers to Assignee: (1) the entire right, title, and interest in all countries throughout the world in and to the Marks; (2) all goodwill of any business associated with or symbolized by the Marks; (3) all registrations, applications for registration, and extensions thereof; (4) all material records and files related to the Marks; (5) all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for any and all past, present, or future infringement or dilution of the Marks; and (6) the entire right, title, and interest in all convention and treaty rights of all kinds, including all rights of priority in any country of the world, in and to the Marks.

3. This Trademark Assignment is subject to all the terms and conditions of the Agreement. Assignor intends that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in and to the Intellectual Property.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

InterSense Incorporated, as Assignor

By: _____
Name:
Title:
Address:

[STATE]
COUNTY OF _____

This instrument was executed before me on this ____ day of _____, 200_, by _____ (name), the _____ (title) of InterSense Incorporated, a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Notary Public in and for [STATE]

Printed or Typed Name of Notary

My Commission Expires _____

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

InterSense Incorporated, as Assignor

[Handwritten Signature]

By _____
Name: THOMAS C. IRELAND
Title: PRESIDENT + CEO, INTERSENSE INC
Address: 4 FEDERAL ST
BILLERICA, MA 01821

STATE OF MA
COUNTY OF MIDDLESEX

This instrument was executed before me on this 18 day of November, 2011, by THOMAS C. IRELAND (name), the CEO (title) of InterSense Incorporated, a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

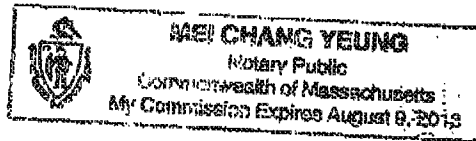
[Handwritten Signature]

Notary Public in and for

Mei Chang Yeung

Printed or Typed Name of Notary

My Commission Expires AUGUST 9, 2013



[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

ACKNOWLEDGED AND AGREED:

GC North Acquisition, LLC, as Assignee

By: [Signature]
Name: Heather M Acker
Title: CFO
Address: 324 Main Street
Simpson, Pa 18407

[STATE]

COUNTY OF Lackawanna

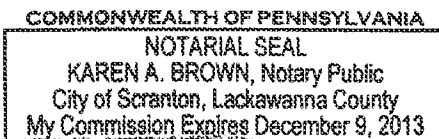
This instrument was executed before me on this 18th day of November, 2008, by Heather M. Acker (name), the CFO (title) of GC North Acquisition, LLC, a Delaware limited liability company, on behalf of said corporation.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for [STATE] PA

Karen A. Brown
Printed or Typed Name of Notary

My Commission Expires December 9, 2013



SCHEDULE 1

Marks

Country	Mark	Serial No.	Registration No.	Registration Date
United States	INTERSENSE	76203896	2685419	February 11, 2003
United States	"I" design mark	76208385	2818703	March 2, 2004

Schedule 1

Registration Number	Jurisdiction	Trademark
U.S. Reg. No. 2,685,419	US	INTERSENSE
U.S. Reg. No. 2,818,703	US	