

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Fiber Systems, Inc.		01/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Security, Inc.		
Street Address:	8985 Town Center Parkway		
City:	Bradenton		
State/Country:	FLORIDA		
Postal Code:	34202-5129		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1719345	IFS	
CORRESPONDENCE DATA			
Fax Number:	(703)273-7684		
Phone:	703-273-7680		
Email:	rshapiro@sasiplaw.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:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	CPA9681		
NAME OF SUBMITTER:	Ronald E. Shapiro		
Signature:	/Ronald E. Shapiro/		
Date:	03/27/2012		

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Total Attachments: 6

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**"), effective as of the 1st day of January, 2009 (the "**Effective Date**"), is made by and among **GE SECURITY, INC.**, a Delaware corporation ("**GE Security**"), and **International Fiber Systems, Inc.**, a Delaware corporation ("**Seller**"). Each of GE Security and Seller are sometimes referred to herein as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Seller wishes to sell to GE Security, and GE Security wishes to purchase from Seller, all of the assets, properties, rights and interests presently owned by Seller, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GE Security and Seller, intending to be legally bound, agree as follows:

ARTICLE I TRANSFER AND ASSIGNMENT

Section 1.01 Transferred Assets. At the Closing, except for the **Excluded Assets** (defined below), Seller shall sell, convey, assign, transfer and deliver to GE Security, free and clear of all Liens, except for Permitted Liens, and GE Security shall purchase, acquire and accept from Seller, all of the assets, properties, rights, licenses, Contracts (to the extent assignable) and businesses, of every kind and description, wherever located, whether real personal or mixed, that are owned, leased or licensed by Seller, as the same shall exist at the Closing (the "**Transferred Assets**"), and including all right, title and interest of Seller in, to and under:

- (a) all tangible personal property;
- (b) all raw materials, work-in-process, finished goods, supplies and other inventories;
- (c) all accounts receivable;
- (d) all rights under Contracts, and all outstanding offers or solicitations made by or to Seller to enter into any Contract;
- (e) all governmental authorizations and all pending applications therefor or renewals thereof;
- (f) all of the intangible rights and property of Seller, including Intellectual Property Assets, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings;
- (g) all insurance benefits, including rights and proceeds, arising from or relating to the Transferred Assets or the Assumed Liabilities;
- (h) all claims of Seller against third parties relating to the Transferred Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, including unliquidated rights under manufacturers' and vendors' warranties;
- (i) all rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof;
- (j) all expenses that have been prepaid by Seller, including ad valorem Taxes and lease and rental payments;
- (k) all books, records, files and papers, whether in hard copy or computer format, including engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers, lists of present and former customers, personnel and employment records and copies of any information relating to Taxes; and

(l) all goodwill associated with the Transferred Assets.

Section 1.02 Excluded Assets. Notwithstanding anything to the contrary contained herein, Seller shall retain all interest and title to its outstanding cash balance on the Effective Date, the real property located in Pittsfield, ME and any shares of or membership interests in other entities (the "Excluded Assets")

ARTICLE II ASSUMPTION OF LIABILITIES

Section 2.01 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, GE Security hereby agrees, effective at the time of the Closing, to assume and agree to pay, discharge and perform all liabilities, commitments and obligations of every kind and description of Seller, as the same shall exist at the Closing (the "Assumed Liabilities"), including without limitation all liabilities arising under the Contracts and all employment related obligations. Without limiting the generality of the foregoing, all employees of the Seller shall be employed by GE Security and GE Security shall assume all employment obligations related to such employees.

ARTICLE III CLOSING; PURCHASE PRICE

Section 3.01 On January 1, 2009, the sale and purchase of the Transferred Assets and the assumption of the Assumed Liabilities contemplated by this Agreement shall take place at a closing (the "Closing") to be held at such place as the parties hereto shall agree.

Section 3.02 The consideration for the Transferred Assets (the "Purchase Price") shall be (a) an amount in cash equal to Forty Nine Million Three Hundred Fifty Thousand dollars (\$49,350,000.00).

Section 3.03 The Purchase Price shall be paid by wire transfer in immediately available funds to the account or accounts designated by Seller within 15 days of the Effective Date.

Section 3.04 The Purchase Price shall be allocated as agreed between the parties in writing within 90 days after the Closing. After the Closing, the parties shall make consistent use of the allocation, fair market value and useful lives specified in the allocation for all Tax purposes and in all filings, declarations and reports in respect thereof. In any proceeding related to the determination of any tax, neither GE Security nor Seller shall contend or represent that such allocation is not a correct allocation.

ARTICLE IV CLOSING DELIVERIES

Section 4.01 Deliveries by Seller. At the Closing, Seller shall deliver to GE Security such deeds, bills of sale, endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the parties shall deem reasonably necessary or appropriate to vest in GE Security all right, title and interest in, to and under the Transferred Assets.

Section 4.02 Deliveries by GE Security. At the Closing, GE Security shall deliver to Seller the Purchase Price, any required transfer Tax stamps, and an assumption agreement for the assumption of the Assumed Liabilities.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES**

Section 5.01 Limited Representations and Warranties of Seller.

(a) GE Security hereby acknowledges that, except as expressly set forth herein and in the documents and instruments delivered pursuant hereto, the Transferred Assets are being transferred by Seller under this Agreement "AS IS" AND "WHERE IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

(b) Notwithstanding the foregoing, Seller hereby represents and warrants to GE Security that the transactions contemplated by this Agreement have been duly authorized and approved by Seller and this Agreement has been duly executed and delivered by Seller.

Section 5.02 Survival of Obligations. The representations and warranties made by Seller in this Article V shall continue in full force and effect for the benefit of GE Security for a period of three (3) months from and including the date of Closing, after which time Seller is released from all obligations and liabilities hereunder in respect of such representations and warranties, except with respect to claims made by GE Security in writing prior to the expiration of such period.

**ARTICLE VI
INDEMNIFICATION**

Section 6.01 Seller Indemnification of GE Security. Seller shall indemnify, defend and hold GE Security harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including, without limitation, attorneys' fees and expenses asserted against, resulting to, imposed upon, or incurred by GE Security and its permitted assigns by reason of or resulting from any breach by Seller of any term or provision of this Agreement or any document or instrument delivered by Seller to GE Security pursuant hereto.

Section 6.02 GE Security Indemnification of Seller. GE Security and its permitted assigns shall indemnify, defend and hold Seller harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including, without limitation, attorneys' fees and expenses asserted against, resulting to, imposed upon, or incurred by Seller by reason of or resulting from any failure by GE Security to pay, perform or discharge when due the Assumed Liabilities.

**ARTICLE VII
CONTINUING COVENANTS**

Section 7.01 Further Assurance and Cooperation. The Parties shall from time to time and at all times hereafter make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, conveyances, consents and assurances as may be required to carry out the transactions contemplated by this Agreement, including without limitation, appropriate assignments (notarized if required) for filing with any relevant government body or agency. If the parties agree that an asset that was intended by both of them to be a Transferred Asset was inadvertently not transferred to GE Security, the parties shall take such actions as may be required to properly convey such asset to GE Security hereunder, including, without limitation, execution of an amendment to this Agreement pursuant to Section 8.04 hereof.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.01 Definitions. As used in this Agreement, the following terms shall have the meanings specified below:

"Contracts" means all contracts, subcontracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments, arrangements or understandings of any kind, that relate to the business or assets of Seller and to which Seller is a party, other than all contracts, agreements or other arrangements or instruments of any kind relating to Tax.

"Debt" means financial indebtedness for borrowed money from third party lending sources, other than current trade accounts payable incurred in respect of property or services purchased in the ordinary course of business.

"Intellectual Property Assets" means all intellectual property owned or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest, including: (i) Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications; (ii) all patents, patent applications and inventions and discoveries that may be patentable; (iii) all registered and unregistered copyrights in both published works and unpublished works; (iv) all rights in mask works; (v) all know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings and blue prints; and (vi) all rights in internet web sites and internet domain names presently owned by Seller.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien or charge of any kind.

"Permitted Liens" means the following Liens: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings; (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, repairmen and other Liens imposed by law and on a basis consistent with past practice for amounts not yet due; (c) Liens incurred or deposits made in the ordinary course of business and on a basis consistent with past practice in connection with workers' compensation, unemployment insurance or other types of government-mandated payments for the protection or welfare of employees; (d) defects of title, easements, rights-of-way, restrictions and other similar charges or encumbrances not materially detracting from the value of the real property or materially interfering with the ordinary conduct of business; (e) Liens incurred in the ordinary course of business and on a basis consistent with past practice securing obligations or liabilities that are not individually or in the aggregate material to the asset or business of Seller; and (f) any set of facts an accurate up-to-date survey would show, provided such facts do not materially interfere with the present use, enjoyment and occupation of the real property.

"Person" means any natural person, general or limited partnership, corporation, limited liability company, limited liability partnership, firm, association or organization or other legal entity.

"Tax" or "Taxes" means all income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, intangibles or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable

directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

Section 8.02 Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed delivered (i) two (2) business days after being sent by registered or certified mail, return receipt requested, postage prepaid or (ii) one (1) business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, in each case to the intended recipient as set forth below:

If to GE Security, at:

GE Security, Inc.
8985 Town Center Parkway
Bradenton, Florida 34202-5129
Attention: General Counsel

If to Seller, at:

International Fiber Systems, Inc.
8985 Town Center Parkway
Bradenton, Florida 34202-5129
Attention: General Counsel – Americas

Any party may give any notice, request, consent or other communication under this Agreement using any other means (including, without limitation, personal delivery, messenger service, telecopy, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other party notice in the manner set forth in this Section 8.02.

Section 8.03 Entire Agreement. This Agreement embodies the complete agreement and understanding of GE Security and Seller with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to the subject matter hereof.

Section 8.04 Modification. No change or modification of this Agreement shall be of any force unless such change or modification is in writing and has been signed by the duly authorized representatives of the parties hereto.

Section 8.05 Waivers. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the party against which such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

Section 8.06 Severability. In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining portions thereof, and that the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

Section 8.07 Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws.

Section 8.08 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT

TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.09 Limitation on Rights of Others. No Person other than a party hereto shall have any legal or equitable right, remedy or claim under or in respect of this Agreement.

Section 8.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.11 Legal Fees. If either party is required to take any action to enforce its rights under this Agreement, the prevailing party shall be entitled to its reasonable expenses, including attorneys' fees, incurred in connection with such action.

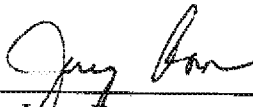
Section 8.12 Bulk Sales. Seller will comply with the provisions of any applicable laws which relate to the sale of property in bulk in connection with the transfer of the Transferred Assets to GE Security or indemnify GE Security in respect of any liability thereof.

Section 8.13 Assignment. Neither Seller nor GE Security may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party hereto; provided, however, that GE Security may (i) assign any or all of its rights and interest hereunder to one or more of its affiliates and (ii) designate one or more of its affiliates to perform its obligations hereunder (in any or all of which cases GE Security nonetheless remains responsible for the performance of all of its obligations hereunder).

Section 8.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same document.

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

GE SECURITY, INC.

By: 
Name: Jerry Rose
Title: VP & GM - Product Management

International Fiber Systems, Inc.

By: 
Name: Jerry Rose
Title: Director