

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
Pelco, Inc.		06/25/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	infinas, LLC		
Street Address:	857 West Carmel Drive		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	45032-5804		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3074518	INTELLI-M	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	317-237-0300		
Email:	tmindy@faegrebd.com		
Correspondent Name:	FAEGRE BAKER DANIELS LLP (Maurer)		
Address Line 1:	300 N. Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	INTELLI-M (PELCO 982378.1)		
NAME OF SUBMITTER:	Brad R. Maurer		
Signature:	/Brad R. Maurer/		

Date:

06/29/2012

Total Attachments: 2

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "**Assignment**") is made as of this 25 day of June, 2012, by Pelco, Inc., a Delaware corporation ("**Assignor**"), to inffinas, LLC, an Indiana limited liability company ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated February 20, 2009 (the "**Agreement**"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain intellectual property assets;

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, all right, title and interest of Assignor in, to and under the intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in, to and under the domain name (and related web site content) <intelli-m.com> and Assignor's common law and registered trademarks related to the Business Assets including, but not limited to the registered trademark INTELLI-M (U.S. Registration No. 3,074,518) (collectively referred to herein as the "**Intellectual Property**") and the goodwill of Assignor's business which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby irrevocably assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitation of every kind, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property, including any applications or registrations for the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

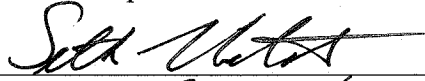
This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

Pelco, Inc.,
a Delaware corporation

By: 

Printed Name: SETH NAIMIE

Title: BUSINESS CONTROLLER