

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integral Vision, Inc.		03/12/2008	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	The Klonoff Company, Inc.		
Street Address:	1631 North 201st Street		
City:	Shoreline		
State/Country:	WASHINGTON		
Postal Code:	98133		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2067758	VISIONBLOX	
Registration Number:	2227776	INTEGRAL VISION	
Registration Number:	2476585	INTELICHECK	
Registration Number:	2553342	IVC INDUSTRIAL VISION CONTROLLER	
CORRESPONDENCE DATA			
Fax Number:	2063409599		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-624-8300		
Email:	ip@grahamdunn.com		
Correspondent Name:	Katherine A. Robinson, Graham & Dunn PC		
Address Line 1:	2801 Alaskan Way, Suite 300 - Pier 70		
Address Line 4:	Seattle, WASHINGTON 98121-1128		
ATTORNEY DOCKET NUMBER:	M44613-THEKLONOFFCOMPANY		
NAME OF SUBMITTER:	Katherine A. Robinson		

OP \$115.00 2067758

900266731

TRADEMARK
 REEL: 005114 FRAME: 0921

Signature:	/Katherine A. Robinson/
Date:	09/20/2013
Total Attachments: 15 source=Amendment (Wareen Cameron Faust & Ascuitto)#page1.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page2.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page3.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page4.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page5.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page6.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page7.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page8.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page9.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page10.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page11.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page12.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page13.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page14.tif source=Amendment (Wareen Cameron Faust & Ascuitto)#page15.tif	

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

a. * The foregoing amendment to the Articles of Incorporation were duly adopted on the * day of *
, 19, in accordance with the provisions of the Act by the unanimous consent of the
incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this * day of *, 19 *

_____ (Signature)	_____ (Signature)
* _____ (Type or Print Name)	* _____ (Type or Print Name)
_____ (Signature)	_____ (Signature)
* _____ (Type or Print Name)	* _____ (Type or Print Name)

b. The foregoing amendment to the Articles of Incorporation was duly adopted on 31st day of
December, 1996. The amendment: (check one of the following)

* was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a non-stock directorship basis. The necessary votes were cast in favor of the amendment.

* was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a non-stock directorship basis.

* was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, and Section 407(1) of the Act if a profit corporation. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act if a non-profit corporation, and Section 407(2) of the Act if a profit corporation.

Signed this 31st day of December, 1996

By: *Josephine L. Cameron*
(Signature)

Josephine L. Cameron - Vice President
(Type or Print Name and Title)

Michigan Department of Consumer and Industry Services

Filing Endorsement

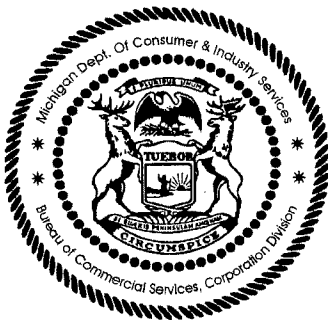
This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

WARREN CAMERON ASCIUTTO & BLACKMER, P.C.

ID NUMBER: 252332

received by facsimile transmission on February 11, 2004 is hereby endorsed filed on February 13, 2004 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of February, 2004.

Andrew L. Mitchell

, Director

Bureau of Commercial Services

Sent by Facsimile Transmission 04044

**TRADEMARK
REEL: 005114 FRAME: 0925**

ACS/CD-5/5 (Rev. 12/03)

COMPLETE ONLY ONE OF THE FOLLOWING:

4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ 1st day of February, 2004, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- at a meeting the necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- by consents given by electronic transmission in accordance with Section 407(3) if a profit corporation.
- by the board of a profit corporation pursuant to section 611(2).

Profit Corporations and Professional Service Corporations

Signed this 1st day of February, 2004

By Josephine L. Cameron
(Signature of an authorized officer or agent)

Josephine L. Cameron, Vice President

(Type or Print Name)

Nonprofit Corporations

Signed this _____ day of _____

By _____
(Signature President, Vice-President, Chairperson or Vice-Chairperson)

(Type or Print Name)

BCS/CD-515 (Rev. 12/03)

6. (For a nonprofit corporation whose Articles state the corporation is organized on a directorship basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____ by the directors of a nonprofit corporation whose articles of incorporation state it is organized on a directorship basis (check one of the following)

- at a meeting the necessary votes were cast in favor of the amendment
- by written consent of all directors pursuant to Section 525 of the Act.

Signed this _____ day of _____,

By _____
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

(Type or Print Name)

(Type or Print Title)

Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

J.M. WARREN LAW OFFICES, P.C.

ID NUMBER: 252332

received by facsimile transmission on December 29, 2006 is hereby endorsed

Filed on December 29, 2006 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 29TH day of December, 2006.

A handwritten signature in black ink, appearing to read 'Andrew L. Mitchell'.

, Director

Bureau of Commercial Services

Sent by Facsimile Transmission 06363

**TRADEMARK
REEL: 005114 FRAME: 0928**

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Warren Cameron Ascitutto & Blackmer, P.C.		
Address P.O. Box 26067		
City	State	ZIP Code
Lansing	MI	48909
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:	Warren Cameron Ascitutto & Blackmer, P.C.
2. The identification number assigned by the Bureau is:	252-332

3. Article	1	of the Articles of Incorporation is hereby amended to read as follows:
J. M. Warren Law Offices, P.C.		

12/29/2006 2:37PM

COMPLETE ONLY ONE OF THE FOLLOWING:

4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 29 day of December, 2006, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- at a meeting the necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- by consents given by electronic transmission in accordance with Section 407(3) if a profit corporation.
- by the board of a profit corporation pursuant to section 611(2).

Profit Corporations and Professional Service Corporations

Signed this 29 day of December, 2006

By J. Michael Warren
(Signature of an authorized officer or agent)

J. Michael Warren, President

(Type or Print Name)

Nonprofit Corporations

Signed this _____ day of _____

By _____
(Signature President, Vice-President, Chairperson or Vice-Chairperson)

(Type or Print Name)

12/29/2006 2:37PM

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the CERTIFICATE OF DISSOLUTION

for

J.M. WARREN LAW OFFICES, P.C.

ID NUMBER: 252332

received by facsimile transmission on January 31, 2011 is hereby endorsed

Filed on February 1, 2011 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 1ST day of February, 2011.

A handwritten signature in black ink, appearing to read "J. Schaefer", is written over the signature line.

Director

Bureau of Commercial Services

TRADEMARK

BCS/CD-531 (Rev. 05/10)

**MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Allan J. Claypool, Esq., Foster Swift Collins & Smith, P.C.

Address

313 S. Washington Square

City

Lansing

State

MI

ZIP Code

48933

Effective Date:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

**CERTIFICATE OF DISSOLUTION
For use by Domestic Corporations**

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The name of the corporation is:
J. M. Warren Law Offices, P.C.

2. The identification number assigned by the Bureau is:

252332

3. The dissolution was approved: (Check one of the following)

by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provisions appears in the Articles of Incorporation).

by written consent of all shareholders or members entitled to vote in accordance with Section 407(2) of P.A. 284 of 1972, or 407(3) of P.A. 162 of 1982.

by agreement among the shareholders in accordance with Section 488 of P.A. 284 of 1972.

by written consent of all directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

at a meeting of the shareholders or members, held on the _____ day of _____, _____ at _____ (Location of Meeting).

at a meeting of directors of a corporation organized on a nonprofit directorship basis held on the _____ day of _____, _____ at _____ (Location of Meeting).

Profit Corporations and Professional Service Corporations
Signed this 28th day of Jan., 2011

By JoAnn D. Warren
(Signature of an authorized officer or agent)

JoAnn D. Warren, Authorized Agent

(Type or Print Name)

Nonprofit Corporations

Signed this _____ day of _____, _____

By _____
(Signature of President, Vice-president, Chairperson or Vice Chairperson)

(Type or Print Name)

(Type or Print Title)

FIFTH AMENDED AND RESTATED
NOTE AND WARRANT PURCHASE AGREEMENT

This Fifth Amended and Restated Note and Warrant Purchase Agreement ("Fifth Amended Agreement") amends and completely replaces the prior version of this Fifth Amended Agreement. It remains effective as of the dates originally signed as to each Purchaser (under previous versions of this Fifth Amended Agreement).

This Fifth Amended Agreement, dated effective as of the date noted by their signature as to each Purchaser, by and among Integral Vision, Inc., a Michigan corporation (the "Company"), those purchasers listed on Exhibit A (each individually a "Purchaser" and collectively, the "Purchasers", which term shall include Class 2 Purchasers and Class 3 Purchasers, as defined below, successors and assigns and any permitted transferees of the Notes or the Warrants) and J. M. Warren Law Offices, P.C., as Agent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. SALE AND PURCHASE OF NOTES AND WARRANTS

- (a) The Company agrees to sell to the Purchasers and, subject to the terms and conditions hereof and in reliance upon the representations and warranties of the Company contained herein or made pursuant hereto, the Purchasers agree to purchase from the Company on the Closing Date specified in Section 2 hereof, (i) a Note or Notes in the aggregate principal amount set forth opposite such Purchaser's name on Exhibit A hereto and (ii) upon the purchase of a Class 2 Note or Class 3 Note, a Warrant or Warrants for the number of shares of the Company's Common Stock set forth opposite such Purchaser's name on Exhibit A. The number of Class 2 Warrants purchased by a Class 2 Purchaser will be determined based on the amount of its Class 2 Note and the length of time such Note is outstanding, as more fully explained in Section 1(d), below. In addition, Class 2 Purchasers may elect to take interest of 12% per annum on their Class 2 Note instead of acquiring a Class 2 Warrant or Warrants. The aggregate purchase price to be paid to the Company by the Purchasers for such Notes and such Warrants is 100% of the principal amount of the Notes to be purchased by the Purchasers, which amount will be allocated in accordance with Section 2(d) hereof.
- (b) As used herein, "Note" or "Notes" means either "Class 2 Notes" or "Class 3 Notes" in a total aggregate amount outstanding at any time not to exceed \$6,000,000 (excluding accrued or unpaid interest due thereon), however such

giving written notice to an Indemnified Person within 20 Business Days after receipt of written notice from such Indemnified Person of such claim or proceeding, to assume, at its expense, the defense of any such claim or proceeding; provided, however, that an Indemnified Person shall have the right to employ separate counsel in any such claim or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless: (1) the Company agrees to pay such fees and expenses; or (2) the Company fails promptly to assume, or to diligently pursue, the defense of such claim or proceeding (in which case if such Indemnified Person notifies the Company in writing that it elects to employ separate counsel at the expense of the Company, the Company shall not have the right to assume the defense thereof, it being understood, however, that the Company shall not, in connection with any one such claim or proceeding or separate but substantially similar or related claims or proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for such Indemnified Person). Whether or not such defense is assumed by the Company, such Indemnified Person will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld or delayed).

18.3. Expenses. The Company will pay the estimated expenses incurred and anticipated to be incurred (with a limit of \$30,000) by the Representative (of the Class 2 Purchasers) for due diligence out-of-pocket expenses and legal and consulting fees and expenses.

SECTION 19. DIRECT PAYMENTS

As long as the Purchaser or any payee named in the Notes delivered to the Purchaser on the Closing Date, or any institutional holder which is a direct or indirect transferee from the Purchaser or such payee, shall be the holder of any Note, the Company will make payments (whether at maturity, upon mandatory or optional prepayment, upon repurchase or otherwise) of principal, interest and premium, if any, (i) by check payable to the order of the holder of any such Note duly mailed or delivered to such address as the Purchaser or such other holder may designate in writing or (ii) if requested by the Purchaser or such other holder, by wire transfer to the Purchaser's or such other holder's (or its nominee's) account at any bank or trust company in the United States of America, notwithstanding any contrary provision herein or in any Note with respect to the place of payment. IF THE PURCHASER HAS PROVIDED AN ADDRESS ON EXHIBIT A HERETO FOR PAYMENTS BY WIRE TRANSFER, THEN THE PURCHASER SHALL BE DEEMED TO HAVE REQUESTED WIRE TRANSFER PAYMENTS UNDER THE PRECEDING CLAUSE (ii). All such payments shall be made in federal or other immediately available funds and shall be transmitted by 2:00 p.m. local time at the place of payment on the day when due.

SECTION 20. SECURITY INTEREST

20.1. Grant of Security Interest. The Company shall grant to the Agent for the benefit of the Purchasers and Noteholders a security interest in the IP Collateral pursuant to the Collateral Assignment.

20.2 In addition, the Company shall grant to the Class 2 Purchasers a security interest in the WC Collateral pursuant to the WC Security Agreement.

SECTION 21. THE AGENT

21.1. Appointment. Each Noteholder hereby irrevocably designates and appoints the Agent as the agent of such Noteholder under this Agreement and the Collateral Assignment, and each such Noteholder irrevocably authorizes the Agent, as the agent for such Noteholder, to take such action on its behalf under the provisions of this Agreement and the Collateral Assignment and to exercise such powers and perform such duties as are expressly delegated to the Agent by the terms of this Agreement and the Collateral Assignment, together with such other powers as are reasonably incidental thereto.

21.2. Fees of Agent. The Agent shall be entitled to reasonable fees for the performance of its duties pursuant to this Agreement, which fees shall be paid by the Company or as provided by Section 21.3 hereunder.

21.3. Application of Proceeds of the IP Collateral. All IP Collateral shall be held or administered by the Agent for the ratable benefit of the Noteholders. Any proceeds received by the Agent from the foreclosure, sale, lease or other disposition of any of the IP Collateral and any other proceeds received pursuant to the terms of the Loan Documents shall be applied, first, to the cost of any such foreclosure, sale, lease or other disposition including the reasonable fees of the Agent and, second, to the payment in full of the remaining Company's Obligations pro rata in proportion to the amount of the Company's Obligations owed to each Noteholder.

21.4. Delegation of Duties. The Agent may execute any of its duties under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties.

21.5. Reliance by Agent. The Agent may deem and treat the registered owner of any Note as the owner thereof for all purposes. The Agent shall be fully justified in failing or refusing to take any action under this Agreement unless it shall first receive such advice or concurrence of the Majority Noteholders as it deems appropriate. The Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement, the Notes or any Loan Document in accordance with a request of the Majority Noteholders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Noteholders and all future Noteholders.

21.6. Notice of Default. The Agent shall not be deemed to have knowledge or notice of the occurrence of any Potential Default or Event of Default hereunder unless the Agent has received notice from the Company or the Majority Noteholders referring to this Agreement, describing such Potential Default or Event of Default and stating that such notice is a "notice of default". The Agent may (but shall not be obligated to) take, or refrain from taking, such action with respect to such Potential Default or Event of Default as it shall deem advisable and in the best interests of the Noteholders.

21.7. Agent in Its Individual Capacity. The Agent and its Affiliates may make loans to and generally engage in any kind of business with the Company as though the Agent were not the Agent hereunder. With respect to any Note issued to it, the Agent shall have the same rights and powers under this Agreement as any Purchaser and may exercise the same as though it were not the Agent, and the terms "Noteholder" and "Noteholders" shall include the Agent in its individual capacity.

21.8. Conflict of Interest. Noteholders hereby acknowledge that Warren Cameron Ascitutto & Blackmer, P.C. operating under its new name, J.M. Warren Law Offices, P.C. (the "Initial Agent") serves as general counsel to the Company and that certain duties of the Initial Agent could present a conflict between the interest of the Company and the interests of the Noteholders. The Initial Agent has agreed to serve as Agent as an accommodation. In the event of any dispute between the Company and the Noteholders, it is agreed that the Initial Agent will resign its position as Agent and that no objection will be raised regarding the Initial Agent's representation of the Company. A Default pursuant to this Agreement shall not be deemed to be a dispute pursuant to this section unless the Company or the Majority Noteholders give notice to the Initial Agent that they deem said Default to be a dispute between the Company and the Noteholders. Notwithstanding the foregoing, the Initial Agent may elect to deem a Default as a dispute between the Company and the Noteholders in its sole discretion

21.9. Successor Agent. The Agent may resign as Agent upon 10 days notice to the Noteholders. If the Agent resigns as Agent under this Agreement and the other Loan Documents, then the Majority Noteholders on whose behalf such Agent is acting shall appoint a successor agent for the Noteholders, whereupon such successor agent shall succeed to the rights, powers and duties of the Agent, and the term "Agent" shall mean such successor agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any Loan Document or any holders of the Notes. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section 21 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement and the other Loan Documents. The Agent shall use its best efforts to notify the Company and any pre-designated Successor Agent of any such resignation; provided, however, neither the Agent nor the Purchasers shall be held liable in any respect for the failure to provide such notice; and further provided, however, that until the Company receives notice of the Agent's resignation and

of the appointment of a successor agent, the Company shall be entitled to rely upon the Agent as the Agent hereunder.

The Majority Noteholders may also elect to remove the Agent by giving the Company, the Agent, and any pre-designated Successor Agent notice of such election which shall be effective upon 10 days notice to either the Company or the Agent. If there is no pre-designated Successor Agent, the notice from the Majority Noteholders to remove the Agent must designate a Successor Agent to be effective.

The Majority Noteholders hereby designate The Klonoff Company, Inc., a California Corporation, to be the Successor Agent under this Agreement if, and when, the Initial Agent resigns or is removed. The Klonoff Company, Inc.'s contact information is as follows:

P. Robert Klonoff, President
The Klonoff Company, Inc.
1631 North 201st Street
Shoreline, WA 98133

Phone: 206.533.1174

Fax: 206.533.1916

The Majority Noteholders may also elect to remove Successor Agent by giving the Company and Successor Agent notice of such election which shall be effective upon 10 days notice to either the Company or the Successor Agent. Said notice from the Majority Noteholders to remove the Successor Agent must designate a new Successor Agent to be effective.

SECTION 22. NOTICES

Unless otherwise expressly permitted by the terms hereof, all notices, requests, demands, consents and other communications hereunder or under the Loan Documents shall be in writing and shall be delivered by hand or shall be sent by telex or telecopy (confirmed by registered, certified or overnight mail or courier, postage and delivery charges prepaid or shall be sent by overnight mail or courier (postage and delivery charges prepaid), to the following addresses:

(a) if to the Purchaser, at the Purchaser's address as set forth in Exhibit A hereto, or at such other address as may have been furnished to the Company by the Purchaser in writing; or

(b) if to any other holder of a Note or Warrant, at such address as the payee or registered holder thereof shall have designated to the Company in writing; or

(c) if to the Company, at 49113 Wixom Tech Dr., Wixom MI 48393, Attention: Charles J. Drake, telephone: 248-668-9230, fax: 248-668-9384 or at such other address as may have been