

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 LLC		12/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Thales Visionix, Inc.		
Street Address:	22605 Gateway Center Drive		
City:	Clarksburg		
State/Country:	MARYLAND		
Postal Code:	20871		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2818703	I	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.857.6000		
Email:	johanna.mansilla@arentfox.com		
Correspondent Name:	Amy E. Salomon		
Address Line 1:	Arent Fox LLP		
Address Line 2:	1717 K Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	034954.00106		
NAME OF SUBMITTER:	Amy E. Salomon		
Signature:	/Amy E. Salomon/		

OP \$40.00 2818703

Date:

11/27/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") dated as of December 28, 2012, by and between InterSense, LLC, a Delaware limited liability company ("Assignor"), and Thales Visionix, Inc., a Delaware corporation (as successor by assignment to Thales Communications, Inc., a Delaware corporation ("TCI")) ("Assignee").

WHEREAS, Gentex Corporation, a Delaware corporation ("Gentex"), TCI, L. Peter Frieder, Jr., an individual, and Thales USA, Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of October 31, 2012 (as amended from time to time, the "Purchase Agreement");

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Purchase Agreement; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Gentex has agreed to, among other things, cause Assignor to sell, assign, transfer, convey, and deliver to TCI or its designee all of Assignor's right, title, and interest in and to the Purchased Assets, including those trademarks set forth on Exhibit A hereto (such trademarks collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to:

- (i) the Trademarks, including all common law rights therein in the United States and any state thereof and in foreign countries, including the right to sue and collect damages and/or profits for past infringements,
- (ii) all goodwill of the business symbolized by and associated therewith and the portion of the business of Assignor to which any intent-to-use application pertains; and
- (iii) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms and conditions set forth in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

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

Governing Law. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

Amendment, Waiver and Termination. This Assignment may not be amended or terminated, and no provision hereof may be waived, except by a writing signed by each of the parties hereto.

Headings. The headings in this Assignment are for the purpose of reference only and shall not limit or otherwise affect the meaning hereof.

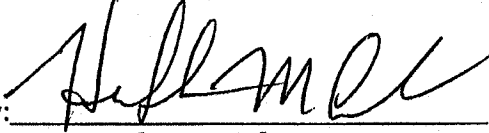
Counterparts. This Assignment may be executed in counterparts, including by facsimile or PDF, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Assignment as of the date first written above.

ASSIGNOR:

INTERSENSE, LLC

By: 

Name: Heather M Acker

Title: Manager

Signature Page to Intersense/Thales Trademark Assignment

TRADEMARK
REEL: 005162 FRAME: 0436

IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Assignment as of the date first written above.

ASSIGNEE:

THALES VISIONIX, INC.

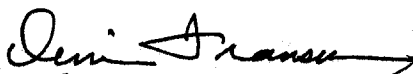
By: 
Name: DENNIS FLANSEN
Title: VP, Treasurer & Secretary

Exhibit A

INTERSENSE	US	2685419
INTERSENSE (logo)	US	2818703