

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MeadWestvaco Corporation		08/17/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Inviso Systems, Inc.
Street Address:	95 Enterprise
Internal Address:	Suite 320
City:	Aliso Viejo
State/Country:	CALIFORNIA
Postal Code:	92656-2612
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78599806	INTELLINETWORK
Serial Number:	78597920	INTELLISWITCH
Serial Number:	78621732	ITEMVIEW
Serial Number:	78598820	INTELLIMANAGER
Serial Number:	78597998	INTELLIROUTER
Serial Number:	78597986	INTELLISTORE
Serial Number:	78597888	ITEMAUTHORITY

CORRESPONDENCE DATA

Fax Number: (650)493-6811
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-845-5981
 Email: sschor@wsgr.com
 Correspondent Name: WILSON SONSINI ET AL/Aaron D. Hendelman
 Address Line 1: 650 Page Mill Road

CH \$190.00 78599806

Address Line 4: Palo Alto, CALIFORNIA 94304-1050

ATTORNEY DOCKET NUMBER: 32383-900

NAME OF SUBMITTER: Aaron D. Hendelman

Signature: /Aaron D. Hendelman/

Date: 11/09/2005

Total Attachments: 8
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ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective the 17th day of August 2005 (the "Effective Date"), from MeadWestvaco Corporation, a Delaware corporation having a business address at One High Ridge Park, Stamford, Connecticut 06905 ("Assignor"), to Inviso Systems, Inc., a Delaware corporation having a business address at 95 Enterprise, Suite #320, Aliso Viejo, California 92656-2612 ("Assignee").

WHEREAS, Assignor and Assignee are both parties to that certain Asset Contribution Agreement dated as of August 17, 2005 (the "Contribution Agreement"), pursuant to which Assignor has agreed to convey the United States and foreign registered trademarks and trademark applications listed on Schedule A annexed hereto (hereinafter the "Trademarks") to Assignee, as successor to the business of the Assignor to which the marks relate, and pursuant to the Contribution Agreement, to execute and deliver this Assignment on or prior to the Closing Date (as defined by the Contribution Agreement);

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor, has assigned, transferred and set over, and by these presents does hereby assign, transfer and set over, unto the Assignee, its successors, legal representatives, assigns and nominees forever, without any restrictions, reservations or limitations the following:

1. Any right, title and interest of Assignor in, to and under the Trademarks, including all goodwill of the Business (as defined in the Contribution Agreement) symbolized by and appurtenant to such Trademarks.
2. Any and all other transferable rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization, with respect to the foregoing Trademarks (the "Related Rights").
3. Any and all rights of Assignor to recover past damages for the infringement, impairment, misappropriation or violation of the Trademarks and Related Rights occurring prior to the execution of this Assignment.
4. Any and all rights of Assignor to obtain renewals and extensions or other legal protections (the "Renewals") pertaining to the Trademarks.
5. Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks, Related Rights, and Renewals as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
6. This Assignment is effective as of the Effective Date.

7. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page to Assignment of Trademarks]

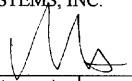
TRADEMARK
REEL: 003191 FRAME: 0794

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

MEADWESTVACO CORPORATION

By: _____
Name:
Title:
Date:

INVISIO SYSTEMS, INC.

By:  _____
Name: Robert Locke
Title: President & CEO
Date: 10/14/05

SCHEDULE A

<u>Mark</u>	<u>App. No.</u>	<u>File Date</u>
1. Intelli Information Services	78599814	4/1/05
2. Intellilink	78598810	3/31/05
3. Intellinetwork	78599806	4/1/05
4. Intelliretailvision	78598010	3/30/05
5. Intelliswitch	78597920	3/30/05
6. Itemdb	78597872	3/30/05
7. Itemview	78621732	5/3/05
8. Intelliauthority	78598085	3/30/05
9. Intellimanager	78598820	3/31/05
10. Intellipharma Vision	78599805	4/1/05
11. Intellirouter	78597998	3/30/05
12. Intelliwriter	78597898	3/30/05
13. Itemreceipt	78597865	3/30/05
14. Intellilicenseauthority	78598096	3/30/05
15. Intellimedia Vision	78599811	4/1/05
16. Intellireceipt	78598019	3/30/05
17. Intellistore	78597986	3/30/05
18. Itemauthority	78597888	3/30/05
19. Itemreturn	78597853	3/30/05

TRADEMARK
REEL: 003191 FRAME: 0796

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NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor, has assigned, transferred and set over, and by these presents does hereby assign, transfer and set over, unto the Assignee, its successors, legal representatives, assigns and nominees forever, without any restrictions, reservations or limitations the following:

1. Any right, title and interest of Assignor in, to and under the Trademarks, including all goodwill of the Business (as defined in the Contribution Agreement) symbolized by and appurtenant to such Trademarks.
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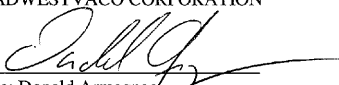
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[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 003191 FRAME: 0798

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

MEADWESTVACO CORPORATION

By: 
Name: Donald Armagnac
Title: President MeadWestvaco New Ventures
Date: October 25, 2005

INVISIO SYSTEMS, INC.

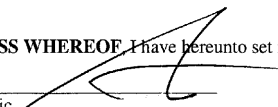
By: _____
Name:
Title:
Date:

ACKNOWLEDGMENT

State of Connecticut
County of Meriden Springfield

On this 25th day of October 2005, before me, the undersigned, personally appeared [Donald Armagnac], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the MeadWestvaco Corporation named herein, and acknowledged that he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public
My Commission Expires on _____
ANNETTE E. OTT
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2007

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 003191 FRAME: 0799

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17. Intellistore	78597986	3/30/05
18. Itemauthority	78597888	3/30/05
19. Itemreturn	78597853	3/30/05

RECORDED: 11/09/2005

**TRADEMARK
REEL: 003191 FRAME: 0800**