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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
IIAxalto SA	FORMERLY Schlumberger Systemes		CORPORATION: FRANCE

RECEIVING PARTY DATA

Name:	PARKEON
Street Address:	1, Boulevard Victor
City:	Paris
State/Country:	FRANCE
Postal Code:	75015
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2769616	PARKFOLIO

CORRESPONDENCE DATA

Fax Number: (212)697-3004

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: joesofer@soferharoun.com
Correspondent Name: Sofer & Haroun, LLP

Address Line 1: 317 Madison Avenue
Address Line 2: Suite 910

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 979-103

DOMESTIC REPRESENTATIVE

Name: Joseph Sofer, Esq., Sofer & Haroun, LLP

Address Line 1: 317 Madison Avenue

Address Line 2: Suite 910

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REEL: 003262 FRAME: 0790

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Address Line 4: New York, NEW YORK 10017				
NAME OF SUBMITTER:	Joseph Sofer			
Signature:	/Joseph Sofer/			
Date:	03/08/2006			
Total Attachments: 2 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif				

TRADEMARK REEL: 003262 FRAME: 0791

TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of October 24, 2005 from Axalto SA, formerly known as Schlumberger Systemes, a French Corporation ("ASSIGNOR"), located at 50, avenue Jean Jaurès, 92120 Montrouge, FRANCE, to Parkeon ("ASSIGNEE"), located at 1, Boulevard Victor, 75015 Paris, FRANCE.

WHEREAS, ASSIGNOR is the owner of the trademark 'PARKFOLIO' ("the Trademark"), registered in the U.S. Patent and Trademark Office under registration No.: 2769616 on September 30, 2003, together with all of the property, right, title and interest in and to the Trademark including all common law rights connected therein together with the goodwill of the business relating to the goods and services in respect of which the Trademark is used and all rights therein at common law ("the Property").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Trademark and the Property.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to:

- (1) the Trademark and the Property for PARKFOLIO in the United States and all jurisdictions outside of the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made;
- (2) the goodwill of the business relating to the Products in connection with which the Trademark is used and for which it is registered;
- (3) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Trademark or the Property, including, without limitation, damages and payments for past or future infringements and misappropriations of same;
- (4) all rights to sue for past, present and future infringements or misappropriations of the Trademark or the Property.

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Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registration PARKFOLIO No: 2769616 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm Assignee's ownership of the Trademarks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, vesting and asserting in ASSIGNEE full right, title, and interest in the Trademark and the Property.

AXALTO SA (Assignor)

By: Title:

Dated:

PARKEON (Assignee)

By:

Title: Dated:

RECORDED: 03/08/2006

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