

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
Intellivid Corporation		07/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sensormatic Electronics Corporatrion		
Street Address:	6600 Congress Avenue		
Internal Address:	IP Law Department		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2992847	INTELLIVID	
CORRESPONDENCE DATA			
Fax Number:	(561)988-7843		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	561-988-3739		
Email:	ustmks@tycoint.com		
Correspondent Name:	Colette A. Durst		
Address Line 1:	One Town Center Road		
Address Line 2:	IP Law Department		
Address Line 4:	Boca Raton, FLORIDA 33486		
ATTORNEY DOCKET NUMBER:	T-R-SN-00002 PROJECT LIBE		
NAME OF SUBMITTER:	Colette A. Durst		
Signature:	/Colette A. Durst/		

CH \$40.00 2992847

Date:

01/25/2010

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS AGREEMENT

This Assignment of Trademarks Agreement (this "**Agreement**"), dated as of July 14, 2008, is entered into by and between Intellivid Corporation, a Delaware corporation ("**Assignor**"), and Sensormatic Electronics Corporation, a Nevada corporation ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor, Assignee and Michael Shanahan as the Seller Representative, are parties to that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"), which agreement has been executed and delivered, and pursuant to which, among other things, Assignor has agreed to assign and transfer to Assignee the Purchased Assets (other than the Excluded Assets); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor and Assignee desire that the trademarks attached hereto as Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (collectively, the "**Trademarks**") be assigned and transferred to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT OF TRADEMARKS

- 1.1 **Assignment.** Assignor hereby assigns, transfers and sells to Assignee all of such Assignor's rights, title and interest in and to the Trademarks throughout the world, including all applications therefore and all goodwill pertaining thereto, the portion of the business of Assignor that is existing and ongoing to which any intent-to-use application pertains, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.
- 1.2 **Further Assurances.** Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Agreement in and to the Trademarks, including, without limitation, all documents necessary to record the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks. In the event that the Assignee is unable for any reason whatsoever to secure the signatures of Assignor to any document reasonably necessary or appropriate for any of the foregoing purposes (including any renewals, extensions, continuations, divisions or continuations in part), Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as agents and attorneys-in-

fact to act for and on behalf of Assignor, but only for the limited purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by Assignor.

2. MISCELLANEOUS

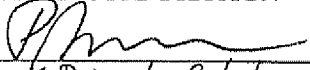
- 2.1 **Amendment.** No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto in the case of an amendment or the party entitled to the benefit of the provision to be so waived in the case of a waiver.
- 2.2 **Notices.** All notices shall be provided to the addresses and in the manner provided in the Asset Purchase Agreement.
- 2.3 **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
- 2.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal substantive laws of the Commonwealth of Massachusetts without giving effect to the conflicts of laws provisions thereof.
- 2.5 **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.
- 2.6 **Terms of Agreement.** The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall govern. Notwithstanding anything to the contrary herein, this instrument shall not give rise to any recourse or remedy against Assignor (or its Affiliates) except to the extent set forth in the Asset Purchase Agreement, it being the parties intention that the Asset Purchase Agreement shall state the exclusive remedies arising from the transactions contemplated by the Asset Purchase Agreement, including the assignment and transfer of the Trademarks.
- 2.7 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which counterparts when so executed shall constitute one and the same agreement. Signatures by fax shall be binding.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment of Trademarks Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

INTELLIVID CORPORATION

By: 
Name: Patrick Sabaterra
Title: President and CEO

ASSIGNEE:

SENSORMATIC ELECTRONICS
CORPORATION

By: _____
Name: _____
Title: _____

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment of Trademarks Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

INTELLIVID CORPORATION

By: _____
Name: _____
Title: _____

ASSIGNEE:

SENSORMATIC ELECTRONICS
CORPORATION

By: Mark P. Armstrong
Name: MARK P. ARMSTRONG
Title: AUTHORIZED SIGNATORY

[Signature Page to Assignment of Trademarks]

SCHEDULE A
to
ASSIGNMENT OF TRADEMARKS AGREEMENT

Pending Trademarks

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
INTELLIVID	Canada	1258766	05/25/05
VISIONARY SECURITY	United States	76/515252	05/19/03

Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
INTELLIVID	Australia (MP)	1078878	03/30/06
INTELLIVID	European Community	3196151	11/17/04
INTELLIVID	Japan (MP)	861423	06/01/06
INTELLIVID	Madrid Protocol	861423	05/19/05
INTELLIVID	Mexico	916304	01/24/06
INTELLIVID	United States	2992847	09/06/05
VIDEO INVESTIGATOR	Australia (MP)	1078879	03/30/06
VIDEO INVESTIGATOR	Canada	688087	05/24/07
VIDEO INVESTIGATOR	European Community (MP)	861424	10/06/05
VIDEO INVESTIGATOR	Japan (MP)	861424	06/08/06
VIDEO INVESTIGATOR	Madrid Protocol	861424	05/19/05
VIDEO INVESTIGATOR	United States	3265828	07/17/07
VISIONARY SECURITY	European Community	3492683	12/05/05