## 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
Braintech Canada, Inc.		02/20/2009	CORPORATION: CANADA

### RECEIVING PARTY DATA

Name:	Braintech, Inc.
Street Address:	1750 Tysons Boulevard
Internal Address:	Suite 350
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78164494	SC3D
Serial Number:	78162386	EVF
Serial Number:	78573149	EVISIONFACTORY
Serial Number:	78699816	EVF
Serial Number:	78700846	BRAINTECH
Serial Number:	77291562	VOLTS-IQ
Serial Number:	77292097	VOLTS-IQ
Serial Number:	77292099	VOLTS-IQ
Serial Number:	77291567	VOLTS-IQ SDK
Serial Number:	77406648	RBP
Serial Number:	77406653	RANDOM BIN PICKING

**CORRESPONDENCE DATA** 

Fax Number: (206)682-6031

900156296 REEL: 004161 FRAME: 0192

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 206-622-4900 Email: conniec@seedip.com Correspondent Name: Kevin S. Costanza Address Line 1: 701 Fifth Avenue Address Line 2: Suite 5400 Address Line 4: Seattle, WASHINGTON 98104 ATTORNEY DOCKET NUMBER: 170154.001 NAME OF SUBMITTER: Kevin S. Costanza Signature: /Kevin S. Costanza/ Date: 03/04/2010 **Total Attachments: 8** source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "<u>Assignment</u>"), dated to be effective as of February 12, 2009 (the "<u>Effective Date</u>"), is entered into between Braintech Canada, Inc , a corporation organized under the laws of Canada ("<u>Assignor</u>"), in favor of Braintech, Inc , a Nevada corporation ("Assignee")

Assignor is owner of United States letters patent and United States, International and foreign applications for letters patent used primarily in the conduct of Assignor's business set forth on the attached <u>Schedule A</u> (collectively, the "Patents")

Assignor is the owner of all of the trademarks, service marks, trade names, designs and logotypes used primarily in the Assignor's business and the goodwill of Assignor's business associated therewith (collectively, the "<u>Trademarks</u>"), including, without limitation, the United States and Canadian registrations and applications for registration of the Trademarks set forth on the attached <u>Schedule B</u> (collectively, the "<u>Registrations</u>").

Assignor is the owner of copyrights protected under the laws of Canada, the United States and other countries and treaties for the textual works including software, user interfaces, promotional materials, Web pages and reports, used primarily in Assignor's business (collectively, the "Copyrights")

Assignor is the owner of trade secrets, know how, moral rights, trade names, domain names, rights in trade dress, and all other intellectual property rights and proprietary rights, including all rights or causes of action for infringement or misappropriation of any of the foregoing protected under the laws of United States and other countries used primarily in Assignor's business (collectively, the "Trade Secrets, Know How and Other Intellectual Property")

Assignee, Braintech, Inc. and Assignor, Braintech Canada, Inc., a wholly owned subsidiary of Assignee, Braintech, Inc., have agreed, among other things, that Assignor shall transfer and assign to Assignee all of Assignor's rights, title, and interest in, to, and under all Intellectual Property (including the Patents, Trademarks, Registrations, Copyrights, Trade Secrets, Know How and Other Intellectual Property) owned by Assignor or used by Assignor pursuant to a license with a third party primarily in connection with Assignor's business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, Assignor, intending to be legally bound, does hereby transfer and assign to Assignee all of Assignor's right, title, and interest in, to, and under:

- 1. the Patents, including, but not limited to, all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions of the Patents, all rights of priority resulting from the applications for the Patents, all rights of action arising from the Patents, all claims by reason of infringement of the Patents and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made;
- 2. the Trademarks, the Registrations, the goodwill of Assignor's business associated with the Trademarks, all rights of action arising from the Trademarks, all claims by reason of

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infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made; and

- 3. the Copyrights, including all rights of copyright and any renewals or extensions thereof, all certificates of registration for the Copyrights, all rights of action arising from the Copyrights, all claims for damages by reason of infringement of the Copyrights and the right to sue and collect damages for such infringement, all to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made
- 4 the Trade Secrets, Know-How, moral rights, trade names, domain names, rights in trade dress, and all other intellectual property rights and proprietary rights, including all rights or causes of action for infringement or misappropriation of any of the foregoing.

Assignor agrees to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Patents, Trademarks, Registrations, Copyrights, Trade Secrets, Know How and Other Intellectual Property

This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, legal representatives, and permitted assigns

This Assignment shall be governed by and construed in accordance with the substantive laws of the state of Virginia and, to the extent applicable, the Federal laws of the United States, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction

#### ASSIGNOR:

Braintech Canada, Inc , a Canada corporation

Title: Chief Financial Officer, Treasurer & Secretary

**Acknowledgement by Witness** 

On this 2014 day of \_\_\_\_\_\_\_\_, 2009, in \_\_\_\_\_\_\_\_\_\_, 2009, in \_\_\_\_\_\_\_\_\_\_, before me, the undersigned witness, personally appeared Edward White, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same

Signature:

Name:

Witness

## ASSIGNEE:

Braintech, Inc , a Nevada corporation

By: 4.W. We

Name: Frederick Weidinger

Title: Chairman, President & CEO

# **Acknowledgement by Witness**

On this 23 day of February, 2009, in McLean, Virginia, before me, the undersigned witness, personally appeared Frederick Weidinger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same

Signature:

Name:

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# **SCHEDULE A – PATENTS**

Agent Ref. #	Country	Title	Filing Date	Appl. #	Issue Date	Patent #
170154-401	United States of America	METHOD AND APPARATUS FOR SINGLE CAMERA 3D VISION GUIDED ROBOTICS	5/24/2002	10/153680	11/9/2004	6816755
170154-401C1	United States of America	METHOD AND APPARATUS FOR SINGLE IMAGE 3D VISION GUIDED ROBOTICS	8/6/2003	10/634874		
170154-401CA	Canada	METHOD AND APPARATUS FOR SINGLE CAMERA 3D VISION GUIDED ROBOTICS	1/31/2003	2369845		
170154-401EP	Europe	METHOD AND APPARATUS FOR SINGLE CAMERA 3D VISION GUIDED ROBOTICS	1/31/2003	03734637.6		
170154-401JP	Japan	METHOD AND APPARATUS FOR SINGLE CAMERA 3D VISION GUIDED ROBOTICS	1/31/2003	2003-563782		
170154-401PC	Patent Cooperation Treaty	METHOD AND APPARATUS FOR SINGLE CAMERA 3D VISION GUIDED ROBOTICS	1/31/2003	PCT/CA2003/ 000139	1100. 0110. 14 (1000)	e transferie de la Principa de la Pr
170154-402	United States of America	METHOD AND APPARATUS FOR MACHINE-VISION	7/14/2005	11/183228	2/26/2008	7336814
170154-402CA	Canada	METHOD AND APPARATUS FOR MACHINE-VISION	7/14/2005	2573728		
170154-402EP	Europe	METHOD AND APPARATUS FOR MACHINE-VISION	7/14/2005	05770174 0		48-44-004-00-00-00-00-00-00-00-00-00-00-00
170154-402JP	Japan	METHOD AND APPARATUS FOR MACHINE-VISION	7/14/2005	2007-521657		muunuu saannaa saannaa saa ku ka saan saa 12 de 1 227 k 227 k 24
170154-402P1	United States of America	METHOD AND APPARATUS FOR MULTI CAMERA SURROUND 3D VISION GUIDED ROBOTICS	7/14/2004	60/587488		
170154-402PC	Patent Cooperation Treaty	METHOD AND APPARATUS FOR MACHINE-VISION	7/14/2005	PCT/US2005/ 025083		
170154-404	United States of America	SYSTEM AND METHOD OF VISUAL TRACKING	9/22/2006	11/534578	The state of the s	TO COMPANY TO A STATE OF THE CONTROL OF THE WORLD STATE OF THE WORLD S

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170154-404EP	Europe	SYSTEM AND METHOD OF VISUAL TRACKING	9/22/2006	06815392 3	THE THE METERS AND THE STATE OF	The state of the s
170154-404JP	Japan	SYSTEM AND METHOD OF VISUAL TRACKING	9/22/2006	2008-532487		
170154-404P1	United States of America	SYSTEM AND METHOD OF VISUAL TRACKING	9/23/2005	60/719765		
170154-404PC	Patent Cooperation Treaty	SYSTEM AND METHOD OF VISUAL TRACKING	9/22/2006	PCT/US2006/ 037346		
170154-405	United States of America	SYSTEM AND METHOD OF IDENTIFYING OBJECTS	12/14/2007	11/957258		
170154-405P1	United States of America	SYSTEM AND METHOD OF IDENTIFYING OBJECTS	12/15/2006	60/875073	Service Annual A	
170154-405PC	Patent Cooperation Treaty	SYSTEM AND METHOD OF IDENTIFYING OBJECTS	12/14/2007	PCT/US2007/ 087669		
170154-406	United States of America	SYSTEM AND METHOD OF AERIAL SURVEILLANCE	7/18/2007	11/779812		
170154-406P1	United States of America	SYSTEM AND METHOD OF AERIAL SURVEILLANCE	7/20/2006	60/832356	COST TO STATE OF THE STATE OF T	dikit firih Kuduli V.V. kali Birli ki Kurumun arawanaran menan
170154-407	United States of America	SYSTEM AND METHOD OF ROBOTICALLY ENGAGING AN OBJECT	5/25/2007	11/754218		
170154-407P1	United States of America	SYSTEM AND METHOD OF ROBOTICALLY ENGAGING AN OBJECT	5/25/2006	60/808903		
170154-407PC	Patent Cooperation Treaty	SYSTEM AND METHOD OF ROBOTICALLY ENGAGING AN OBJECT	5/25/2007	PCT/US2007/ 012571		от от при от
170154-408	United States of America	SYSTEM AND METHOD OF DETERMINING OBJECT POSE	9/19/2007	11/857680	AND A TALL ON THE WORLD AND AND AND AND AND AND AND AND AND AN	2000 MAR AND CHILD AND MAR AND
170154-408P1	United States of America	SYSTEM AND METHOD OF DETERMINING OBJECT POST	9/19/2006	60/845932		
170154-408PC	Patent Cooperation Treaty	SYSTEM AND METHOD OF DETERMINING OBJECT POST	9/19/2007	PCT/US2007/ 020365		18 - 18 - 18 - 18 - 18 - 18 - 18 - 18 -
170154-409	United States of America	SYSTEM AND METHOD OF THREE-DIMENSIONAL POSE ESTIMATION	8/2/2007	11/833187	The state of the s	
170154-409PC	Patent Cooperation Treaty	SYSTEM AND METHOD OF THREE-DIMENSIONAL POSE ESTIMATION	8/1/2008	PCT/US2008/ 071983		

170154-410P1	United States of America	METHOD AND APPARATUS FOR VISION-BASED MULTIPLE OBJECT DETECTION AND POSITION ESTIMATION	9/11/2007	60/971490	
170154-411	United States of America	ROBOTIC SYSTEMS WITH USER OPERABLE ROBOT CONTROL TERMINALS	7/18/2008	12/176190	
170154-415	United States of America	METHODS AND APPARATUS TO FACILITATE OPERATIONS IN IMAGE BASED SYSTEMS	10/10/2008	12/249658	

# **SCHEDULE B – REGISTRATIONS**

Agent Ref.#	Country	Trademark	Appl. #	Filing Date	Registration#	Registration Date
170154-201	United States of America	SC3D	78/164494	9/16/2002	3398356	3/18/2008
170154-202	United States of America	BRAINTECH	75/330519	7/25/1997	2252552	6/15/1999
170154-203	United States of America	EVISIONFACTORY (Stylized)	78/162397	9/10/2002		
170154-204	United States of America	eVF (Stylized)	78/162386	9/10/2002	3142779	9/12/2006
170154-205CA	Canada	SC3D	1134578	3/15/2002	601039	1/30/2004
170154-206CA	Canada	EVF EVISIONFACTORY (Stylized)	1134576	3/15/2002	636318	3/30/2005
170154-207CA	Canada	BRAINTECH	0847525	6/10/1997	493504	4/22/1998
170154-208	United States of America	eVISIONFACTORY	78/573149	2/23/2005	3175207	11/21/2006
170154-209	United States of America	BRAINTRON	75/329949	7/24/1997	2248766	6/1/1999
170154-210CA	Canada	PATHFINDER VGR	1134577	3/15/2002		
170154-211CA	Canada	BRAINTRON	847526	6/10/1997	493193	4/20/1998
170154-212	United States of America	Braintech Logo	78/699816	8/24/2005	3345450	11/27/2007
170154-213	United States of America	BRAINTECH	78/700846	8/25/2005	3331422	11/6/2007
170154-214	United States of America	BRAINTECH	78/700848	8/25/2005	Nobel for the Month of the environment of the contract of the environment of the environm	y at it, a it is an eris erisatri e it is et eas east east east east east east e
170154-215	United States of America	VOLTS-IQ	77/291562	9/28/2007	3536101	11/25/2008
170154-216	United States of America	VOLTS-IQ Logo (Color)	77/292097	9/28/2007	3536103	11/25/2008
170154-217	United States of America	VOLTS-IQ Logo (B&W)	77/292099	9/28/2007	3536104	11/25/2008
170154-218	United States of America	VOLTS-JQ SDK	77/291567	9/28/2007	3536102	11/25/2008
170154-219	United States of America	BLUEVISION	77/323589	11/7/2007		

170154-220	United States of America	BLUEVISION (Stylized)	77/323595	11/7/2007		
170154-221	United States of America	RBP	77/406648	2/26/2008		
170154-222	United States of America	RANDOM BIN PICKING	77/406653	2/26/2008	(C. 1976 * 1.2 f.) and an in the contract of the contract o	The state of the s
170154-223	United States of America	EVISIONENGINE	77/588546	10/8/2008		
170154-224	United States of America	EVE EVISIONENGINE VISION GUIDED ROBOTICS LIBRARY LOGO	77/589421	10/9/2008		TO THE PERSON OF

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