

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
Powel, Inc.		02/16/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pivotal Vision, LLC		
Street Address:	1325 American Blvd E		
Internal Address:	Suite 6		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2848392	SCADACAM	
CORRESPONDENCE DATA			
Fax Number:	(612)349-9266		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6123495740		
Email:	salchow@ptslaw.com		
Correspondent Name:	Kyle T. Peterson		
Address Line 1:	80th South 8th Street		
Address Line 2:	4800 IDS CENTER		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	4063.05US01		
NAME OF SUBMITTER:	Kyle T. Peterson		
Signature:	/Kyle T. Peterson/		

OP \$40.00 2848392

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**TRADEMARK
 REEL: 004211 FRAME: 0837**

Date:

05/24/2010

Total Attachments: 2

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ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made as of the 16th day of February, 2007, by and between Powel, Inc., a Delaware corporation ("Powel"), and Pivotal Vision, LLC, a Minnesota limited liability company ("Pivotal Vision").

RECITALS

A. Powel, as seller, and Pivotal Vision, as buyer, have entered into that certain Asset Purchase Agreement dated February 16, 2007 (the "Purchase Agreement"), pursuant to which Powel has agreed to sell to Pivotal Vision all of the right, title and interest of Powel in and to the Assets, other than the Excluded Assets, for the consideration described in the Purchase Agreement. Terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to Section 2.2 of the Purchase Agreement, Powel is required to execute and deliver this Assignment as a condition to Closing.

C. Powel manufactures, installs and maintains the ScadaCam™ perimeter security camera system ("ScadaCam") and the iAlert software support system ("iAlert"). ScadaCam and iAlert are based upon the intellectual property acquired and developed by Powel as described in paragraph D below (the "Intellectual Property").

D. As used in this Assignment, the term "Intellectual Property" includes, but is not limited to, certain inventions, assemblies, software and processes, and methodologies developed for the operation, direction and control from a remote site of cameras and other perimeter security equipment, devices and systems used to monitor and to control attempted access to secure facilities which are intended for maintaining security at utility locations and industrial sites, but are adaptable for use in other fields.

AGREEMENT

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Powel hereby agrees as follows:

1. **Assignment.** Powel hereby conveys and irrevocably assigns to Pivotal Vision any and all of Powel's right, title and interest in the ownership of the Intellectual Property, all without further consideration. Powel hereby waives all moral rights to the Intellectual Property, including without limitation the rights of fraternity and integrity. As used herein, "Intellectual Property" means any and all ownership rights which may now exist or come to exist under patent law (whether filed or unfilled, foreign or domestic), copyright law, trade secret law, trademark law (and any goodwill associated with such trademarks), unfair competition law, moral law, or other similar domestic or foreign rights in and to the Intellectual Property.

2. **Further Assurances.** Powel hereby agrees to reasonably assist Pivotal Vision, at Pivotal Vision's expense, to perfect and/or to register, to obtain extensions and renewals thereof, and from time to time to enforce, all patents, copyrights, and protections relating to the Intellectual Property. Powel further agrees to execute and deliver all documents requested by Pivotal Vision in connection with this Assignment

3. **No Warranties.** Powel makes no representations or warranties regarding the Intellectual Property, and the rights transferred and assigned are transferred and assigned in "as is" condition. Pivotal Vision shall have no claim or recourse against Powel for any claim relating to the Intellectual Property or arising out of Pivotal Vision's use of the Intellectual Property.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

POWEL, INC.

By 

Corey Maple, Chief Executive Officer

PIVOTAL VISION, LLC

By 

Loren L. Taylor, Chief Executive Officer