

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
Vuance, Inc.		01/09/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OLTIS Security Systems International, LLC		
Street Address:	W228 N727 Westmound Drive		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53187		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2369958	COMPASS	
CORRESPONDENCE DATA			
Fax Number:	(214)210-5941		
Phone:	214-210-5940		
Email:	docket@grspc.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	George R. Schultz		
Address Line 1:	5400 LBJ Freeway		
Address Line 2:	Suite 1200		
Address Line 4:	Dallas, TEXAS 75240		
ATTORNEY DOCKET NUMBER:	455055.0108		
NAME OF SUBMITTER:	George R. Schultz		
Signature:	/george r. schultz/		

OP \$40.00 2369958

Date:

09/27/2011

Total Attachments: 4

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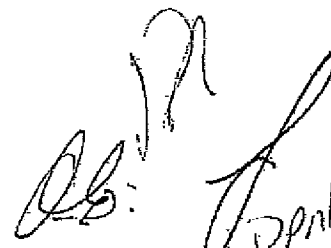
AGREEMENT FOR PURCHASE AND SALE OF BUSINESS ASSETS

THIS AGREEMENT is made this 9th day of January, 2010 between OLTIS Security Systems International, LLC, A Wisconsin Limited Liability Company, (hereinafter "Buyer") and Vuance, Inc. d/b/a Vuance US, a Delaware corporation duly registered to operate in the State of Wisconsin, with its principal office at 9817 S. 13th Street Oak Creek Wisconsin, 53154 (hereinafter "Seller").

The Buyer and Seller agree as follows:

1. **Purchase and Sale.** At the Closing (as defined below) Buyer shall purchase from Seller and Seller shall sell and transfer to Buyer certain items of Seller's personal property, tangible and intangible, used mainly in the electronic access control ("EAC") market, for the price and terms set forth in this Agreement. Specifically, the following assets will be transferred from the Seller to the Buyer:

- A. All ~~tangible and intangible property~~, including but not limited to, ~~software, firmware, copyrights, trademarks, source code, inventory, computer systems, test fixtures, test computers, parts inventories, documentation, marketing materials,~~ and all other assets, of any kind, ~~belonging to the Intelli-Safe product line,~~ once the buyer and seller have agreed to the items they shall be listed and attached to this Agreement, as Exhibit A; and,
- B. All ~~tangible and intangible property~~, including but not limited to, ~~software, firmware, copyrights, trademarks, source code, inventory, computer systems, test fixtures, test computers, parts inventories, documentation, marketing materials,~~ and all other assets, of any kind, ~~belonging to the MASC product line,~~ Exhibit B; and,
- C. All ~~tangible and intangible property~~, including but not limited to, ~~software, firmware, copyrights, trademarks, source code, inventory, computer systems, test fixtures, test computers, parts inventories, documentation, marketing materials,~~ and all other assets, of any kind, ~~belonging to the Compass product line,~~ once the buyer and seller have agreed to the items they shall be listed and attached to this Agreement, as Exhibit C; and,



- D. All tangible and intangible property, including but not limited to, software, firmware, copyrights, trademarks, source code, inventory, computer systems, test fixtures, test computers, parts inventories, documentation, marketing materials, and all other assets, of any kind, belonging to the Insignia/Clarity product line once the buyer and seller have agreed to the items they shall be listed and attached to this Agreement, as Exhibit D; and,
- ~~E. As relates to sub-paragraphs (A), (B), (C) and (D) above, the sale shall specifically include all United States and foreign patents, patent applications, trademarks (whether registered or unregistered), service marks, trade names, brand names, logos, copyrights and any applications therefor and any other proprietary rights, including, without limitation, software code, know-how, inventions, discoveries and improvements, test data, shop rights, processes, methods and formulae, trade secrets, product drawings, specifications, designs and other technical information, owned by the Seller and belonging to each of the Intelli-Site, MASC, Compass or Insignia/Clarity products or product lines or brands (the "Product Lines"), ; and,~~
- F. All customer bases and lists associated with each of the Product Lines; and,
- G. Trade show booth, display fixtures, training computers, laptops, training cases, training related network equipment constituting part of the Product Lines and all other EAC product support equipment; and
- H. All accounts receivable due to Seller as of the Closing Date (as defined below) from any source related to any of the Product Lines; and
- I. ~~All right and title Seller and Parent have in a certain agreement, dated March 6, 2009, between Intelli-Site, Inc., Integrated Security Systems, Inc., Vuance, Inc. and Vuance, Ltd., a copy of which is attached hereto as Exhibit E (hereinafter referred to as "The Intelli-Site Agreement").~~

C. A uniform commercial code lien search showing the personal property and assets being transferred are free and clear of all liens, other than liens to be released prior to or from the proceeds of closing.

D. A complete list of the Accounts Receivable which the Seller proposes to transfer to Buyer.

E. A complete list of the Accounts Payable which the Seller proposes to transfer to the Buyer.

12. Judgments. Seller warrants and represents that there are no judgments outstanding or unsatisfied against the subject assets being sold or against the Seller affecting such assets or, to Seller's actual knowledge, any claims or contemplated claims or lawsuits affecting or potentially affecting such assets.

13. Liens. Seller warrants that between the date hereof and the Closing it shall use commercially reasonable efforts to obtain the consents and release the liens and encumbrances set forth in Exhibit N, and that except for those set forth in said exhibit, no consent or release of lien or encumbrance is required for the consummation of the transactions contemplated hereby.

14. Payment of Vendors. All accounts payable invoices as listed in Exhibit K above will become the sole responsibility of the Buyer, and the Seller will be free from any legal or other binding commitment associated with the said invoices

15. Indemnification. Buyer agrees to indemnify and hold the Seller harmless from and against any claim or liability of Buyer or Seller, which may be asserted against the Seller arising from any and all invoices listed in Exhibit K, excepting only to the extent of amounts indicated on said invoices.

16. Down Payment. Buyer agrees to deposit by wire transfer a sum of fifty thousand (\$50,000) dollars in an account specified by Seller no later than Jan. 11 2010. 10 AM CST. In the event of any default or failure to agree on any exhibit by a party hereto under this Agreement or any agreements incorporated by reference, the seller specifically agrees that the deposit shall be returned to an account specified by buyer within 5 business days. Seller agrees the full amount of the deposit shall be credited toward any amounts due at closing from Buyer.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and shall not be modified except in writing signed by all parties who are signatories to this Agreement.

Dated as to the Buyer at Milwaukee, Wisconsin this 9TH day of January, 2010.

OLTIS Security Systems International, LLC

All exhibits mentioned in the agreement will be attached at Closing

By: [Signature] President 1/9/10

By: [Signature] CTO Date 1/9/2010
Date

Dated as to the Seller at Milwaukee, Wisconsin this 9th day of January, 2010.

Vuance, Inc

By: [Signature] President

By: [Signature] Date: 1/9/10
VP operations

By unanimous consent by all individuals it is agreed to extend the closing date to not be later than 1/22/10.

[Signature]
[Signature]
[Signature]