

RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 2085.000001

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

VSEH Subco Pty. Ltd.

2. Name and address of receiving party(ies):

Name: VFS Technologies Limited

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ NoStreet Address: Offices of FT Consultants, Ltd. 2nd
Floor, One Montague Place
Nassau, Bahamas

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement ☐ Change of Name☐ OtherAdditional name(s) & address(es) attached? ☐ Yes ☒ No

Execution Date: February 28, 2006

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No.

10/595,193 (PCT/AU/2004/001320)

10/556,807 (PCT/AU/2004/000637)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andre L. Marais

Address:

Schwegman, Lundberg, Woessner & Kluth, P.A.
P.O. Box 2938
Minneapolis, MN 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 80.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any over payments to our Deposit account number: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andre L. Marais, Reg. No. 48,095

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 16

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT

VSEH IP Assignment Deed

VSEH Subco Pty Ltd (Assignor)

VFS Technologies Limited (Assignee)

005024860

PATENT

VSEH IP Assignment Deed

Details	3
Agreed terms	4
1. Defined terms & interpretation	4
2. Assignment of IP	5
3. Acknowledgements	5
4. Further assurances	5
5. Miscellaneous	6
Schedule 1 – Patents	8
Schedule 2 – Trade Marks	11
Signing page	15

Details

Date 28 February 2006

Parties

Name VSEH Subco Pty Ltd
Short form name Assignor
ACN 109 058 485
Notice details 495 Blackburn Road, Mount Waverley, Victoria 3149.
Facsimile: +61 3 9211 7001

Name VFS Technologies Limited
Short form name Assignee
Notice details Offices of FT Consultants, Ltd. 2nd Floor, One Montague Place, Nassau,
Bahamas
Facsimile: +242 677 2020
Attention: Company Secretary

Background

- A The Assignor owns the IP (as defined in this deed).
- B On the terms and conditions contained in this deed:
- (i) the Assignor has agreed to assign the IP to the Assignee; and
 - (ii) the Assignee has agreed to accept that assignment from the Assignor.

This deed witnesses

that in consideration of, among other things, the mutual promises contained in this deed, the parties agree:

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Business means the business carried on by the VFS Group as at 27 January 2006, including the business of manufacturing and marketing early warning fire detection and control systems and video-based surveillance systems and automated voice alarm and evacuation systems.

Confidential Information has the same meaning as in the Share Sale Agreement.

Designs means the design registration set out in Schedule 3.

Effective Date means 28 February 2006.

Intellectual Property Rights or IPR means all intellectual property and proprietary rights (whether registered or unregistered) including:

- (a) business names and domain names;
- (b) trade or service marks, including any trade mark or service mark applications;
- (c) any right to have information (including Confidential Information) kept confidential; and
- (d) patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs (in source code and object code), data bases, know-how, logos, designs, design rights, design applications, copyright, circuit layout rights and similar industrial or intellectual property rights.

Invetech Assignment Deed means the deed between Invetech Pty Ltd (ACN 004 301 839) and the Assignor dated 11 January 2006 (as amended) and novated from Vision Fire & Security Pty Limited to the Assignor on 27 February 2006 and novated from the Assignor to the Assignee on 28 February 2006.

IP means all IPR (including the Patents, Trade Marks and Designs) that are:

- (a) owned by the Assignor; and
- (b) used in the Business

including the IP assigned under the Invetech Assignment Deed.

Patents means the patents and patent applications set out in Schedule 1.

Share Sale Agreement means the share sale agreement entered into between Vision Systems Limited and Oddy Bidco (Aus) Pty Ltd ACN 117 085 759 dated 27 January 2006.

Trade Marks means the trade mark registrations and trade mark applications set out in Schedule 2, including all unregistered or common law rights in those items, any goodwill associated with those items and any copyright subsisting in any logos in those items.

VFS Group means:

- (a) the Assignor;
- (b) the Assignee;

- (c) Vision Fire & Security Pty Limited;
- (d) Vision Systems Inc, a Maryland corporation;
- (e) Vision Systems (Europe) Ltd, incorporated in the United Kingdom with Co. No. 2387141;
- (f) VFS International Pty Ltd ACN 100 259 381;
- (g) VFS International Holdings Limited; and
- (h) VFS Holdings (Aust) Pty Ltd ACN 117 085 159.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and *vice versa*, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (e) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

2. Assignment of IP

The Assignor, as the legal and beneficial owner of IP, assigns to the Assignee, and the Assignee accepts the assignment of, with effect from the Effective Date:

- (a) all of the IP; and
- (b) all of the Assignor's rights to take action against any third party in respect of any infringement or breach of the IP (whether the infringement occurred on or before the Effective Date).

3. Acknowledgements

The Assignor acknowledges and agrees that:

- (a) from the Effective Date, it has no right to the IP and must not exercise any rights in the IP except pursuant to a separate arrangement with the Assignor or the Assignor's licensee;
- (b) it will continue to hold as confidential any IP that is confidential at the Effective Date and will not disclose such IP to any person.

4. Further assurances

- (a) The Assignor agrees to execute all documents, forms and authorisations and to do any and all such acts and things as may be reasonably necessary in order to vest in the Assignee the rights assigned to the Assignee under clause 2 of this deed and any applications or registrations assigned or confirmed under clause 4(b), and, where necessary, execution of confirmation assignments where reasonably requested by the Assignee.

- (b) At any time after the date of this deed, if either party becomes aware of any IP that is registered or the subject of an application but that is not included in this deed, that party must notify the other and the Assignor will, at the Assignee's request, procure or confirm the assignment of that IP on the same terms as this deed.
- (c) The Assignee agrees to bear the costs in relation to the recordal including any requirements for recordal such as translation, legalisation and notarisation of the assignment of the IP and in relation to the assignment and recordal of any applications or registrations assigned or confirmed under clause 4(b).

5. Miscellaneous

5.1 Alterations

This deed may be altered only in writing signed by each party.

5.2 Costs

Each party must pay its own costs of negotiating, preparing and executing this deed.

5.3 Counterparts

This deed may be executed in counterparts. All executed counterparts constitute one document.

5.4 Assignability

The Assignor acknowledges and agrees that the Assignee and the companies within the VFS Group may assign their rights under this deed to, or grant security over their rights under this deed in favour of, any provider of financial accommodation to a company within the VFS Group, or to a security trustee for and on behalf of the providers of financial accommodation to a company within the VFS Group.

5.5 Tax

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this deed shall be paid by the Assignee.

5.6 Severability

A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.

5.7 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

5.8 Relationship

Except where this deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

5.9 Entire agreement

This deed constitutes the entire agreement between the parties in connection with the subject matter of this deed.

5.10 Governing law and jurisdiction

This deed is governed by the laws of Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

Schedule 1 – Patents

PATENT/APPLICATION	REG/APP NUMBER	COUNTRY	STATUS
A Particle Detector - PCT	PCT/AU01/00314 (WO01/71689)	International (PCT)	Expired - National Patent(s) Filed
Cushioning Material - AU	71849/00 (779915)	Australia	Granted
Cushioning Material - US	10/653145	USA	Pending
Detection of Airborne Pollutants - US	09/171886 (6285291)	USA	Granted
Detection of Airborne Pollutants ("Chamber") - US	09/171993 (6184537)	USA	Granted
Detection System ("CMD") - AU	2004906689	Australia	Expired - Int'l Patent Filed
Detection System ("CMD") - US	60/642608	USA	Pending
Filter Cartridge for Detection of Airborne Pollutants - UK	0002210.3 (2343947)	UK	Granted
Filter Integrity Monitoring System - AU	23760/97 (706461)	Australia	Granted
Filter Integrity Monitoring System - DE	19781749.1	Germany	Pending
Filter Integrity Monitoring System - JP	539346/97	Japan	Pending
Filter Integrity Monitoring System - TW	86105790 (106674)	Taiwan	Granted
Filter Integrity Monitoring System - UK	9822922.2 (2326475)	UK	Granted
Filter Integrity Monitoring System - US	09/171896 (6052058)	USA	Granted
Image Processing Method and Apparatus ("ZMD-MM") - AU	2004904053	Australia	Expired - Int'l Patent Filed
Image Processing Method and Apparatus ("ZMD-MM") - AU	2004903572	Australia	Expired - Int'l Patent Filed
Image Processing Method and Apparatus for Detection System ("CMD/ZMD-MM") - PCT	tba	International (PCT)	Pending
Improved Sensing Apparatus & Method ("ULTRASONIC FLOW SENSOR") - PCT	PCT/AU2004/000639	International (PCT)	Pending
Laser Video Detector ("ELVIS") - AU	2003902319	Australia	Expired - Int'l Patent Filed
Method & Apparatus for Determining Operational Condition of Pollution Monitoring Equipment ("SAMPLE POINT TESTER") - PCT	PCT/AU2004/001320	International (PCT)	Pending
Method & Apparatus for Testing Air Sampling Systems ("SAMPLE POINT TESTER") - AU	2003905197	Australia	Expired - Int'l Patent Filed

PATENT/APPLICATION	REG/APP NUMBER	COUNTRY	STATUS
The Detection of Airborne Pollutants ("Chamber") - UK	9822923.0 (2326711)	UK	Granted
A Particle Detector - PCT	PCT/AU01/00314 (WQ01/71689)	International (PCT)	Expired - National Patent(s) Filed
Cushioning Material - AU	71849/00 (779915)	Australia	Granted
Cushioning Material - US	10/653145	USA	Pending
Detection of Airborne Pollutants - US	09/171886 (6285291)	USA	Granted
Detection of Airborne Pollutants ("Chamber") - US	09/171993 (6184537)	USA	Granted
Detection System ("CMD") - AU	2004906689	Australia	Expired - Int'l Patent Filed

PATENT/APPLICATION	REG/APP NUMBER	COUNTRY	STATUS
Security Sensor Arrangement - CA	2179801	Canada	Pending
Security Sensor Arrangement - UK	9613210.5 (2303446)	United Kingdom	Granted
Security Sensor Arrangement - AU	56148/96 (709759)	Australia	Granted
Security Sensor Arrangement - US	08/669,081 (5936666)	USA	Granted

Schedule 2 – Trade Marks

TRADE MARK	REG / APP NUMBER	COUNTRY	STATUS
ADPRO (word) - AU	403445	Australia	Registered
ADPRO (word) - CN (CI 45)	4195177	China	Pending
ADPRO (word) - CN (CI 9)	4195178	China	Pending
ADPRO (word) - GB	1224297	UK	Registered
ADPRO (word) - HK	1413/1985	Hong Kong	Registered
ADPRO (word) - NZ	154223	New Zealand	Registered
ADPRO (word) - SG	4164/84	Singapore	Registered
ADPRO (word) - US	73/493602 (136023)	USA	Registered
AUTOLEARN - UK	1494328	UK	Registered
AUTORANGE - UK	1557935	UK	Registered
FastTrace (word) - AU	917383	Australia	Registered
FastTrace (word) - CA	623486 (1162165)	Canada	Registered
FastTrace (word) - CN (CI 9)	3410812	China	Registered
FastTrace (word) - EU (CTM)	2985091	Europe	Registered
FastTrace (word) - NZ	670512	New Zealand	Registered
FastTrace (word) - US	2999548 (76/478538)	USA	Registered
LASERFOCUS – EU (CTM)	3495355	Europe	Accepted
PROACTIV (word) - AU	945442	Australia	Registered
PROACTIV (word) - CN	N/A	China	Filed
PROACTIV (word) - EU (CTM)	3334349	Europe	Pending
PROACTIV (word) - US	78/292301	USA	Filed
PROACTIV CI 09 (word) - TW	92051640	Taiwan	Pending
PROACTIV CI 37 (word) - TW	92051638 (1107806)	Taiwan	Registered
PROACTIV CI 45 (word) - TW	92051639 (1100026)	Taiwan	Registered
PROACTIV - TW	1145629	Taiwan	Registered
RH VESDA - Argentina	TBA	Argentina	
VESDA – AU	355815	Australia	Registered
VESDA – AU	962311	Australia	Accepted
VESDA – IT	886442 (old No 553253)	Italy	Registered
VESDA (word) - CN (CI 37)	4187785	China	Pending

TRADE MARK	REG / APP NUMBER	COUNTRY	STATUS
VESDA (word) - CN (CI 45)	4187784	China	Pending
VESDA (word) - CN (CI 9)	4187786	China	Filed
VESDA (word) - EU (CTM)	3435336	Europe	Registered
VESDA LaserTEKNIC (word) - EU (CTM)	4264784	Europe	Pending
VESDA LaserTEKNIC (word) - US	78/604626	USA	Pending
ADPRO (word) - AU	403445	Australia	Registered

TRADE MARK	REG / APP NUMBER	COUNTRY	STATUS
ADPRO (word) - JP	2222327	Japan	Registered
ADPRO CI 09 (word) - ZA	2003/14261	South Africa	Filed
ADPRO CI 37 (word) - ZA	2003/14262	South Africa	Pending
FastTrace (word) - ZA	2003/14258	South Africa	Pending
FastVu (word) - AU	871461	Australia	Registered
IEI - AU	661523	Australia	Registered
SMARTWATCH (word) - AU	732960	Australia	Registered
VESDA - BR	823244393	Brazil	Pending
VESDA - CL	501594 / 593705	Chile	Pending
VESDA - FI	104099	Finland	Registered
VESDA - JP	2454967	Japan	Registered
VESDA - HK	19892887	Hong Kong	Registered
VESDA - IN	493389	India	Registered
VESDA - KR	179002	Korea South	Registered
VESDA - SG	428388	Singapore	Registered
VESDA - TW	454303	Taiwan	Registered
VESDA - TW	439532	Taiwan	Registered
VESDA - UK	1256465	UK	Registered
VESDA - ZA	2003/14257	South Africa	Filed
VESDA (word) - US	74346753 (1883352)	USA	Registered
VESDA LaserPLUS - UK	2116005	UK	Registered

TRADE MARK	REG / APP NUMBER	COUNTRY	STATUS
VESDAnet - UK	2116007	UK	Registered
ADPRO (word) - JP	2222327	Japan	Registered
ADPRO CI 09 (word) - ZA	2003/14261	South Africa	Filed
ADPRO CI 37 (word) - ZA	2003/14262	South Africa	Pending
FastTracc (word) - ZA	2003/14258	South Africa	Pending
FastVu (word) - AU	871461	Australia	Registered

TRADE MARK	REG / APP NUMBER	COUNTRY	STATUS
AZPYR	1510767	UK	Lapsed
AUTOLEARN - UK	1494328	UK	Registered
AUTORANGE - UK	1557935	UK	Registered
ESSD	1510766	UK	Lapsed
VESDA - BX	683948 (417641)	Benelux	Registered
VESDA - CH	02151/1987 (355275)	Switzerland	Registered
VESDA - DE	F34569/9Wz (1116869)	Germany	Registered
VESDA - FR	1510895	France	Registered
VESDA (word) - SE	263887	Sweden	Registered

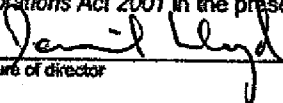
Schedule 3 – Designs

DESIGN	REGISTRATION NUMBER	COUNTRY	STATUS
Pump Impeller Rotor	111151 S	Australia	Registered

Signing page

EXECUTED as a deed.

Executed by VSEH Subco Pty Ltd in
accordance with Section 127 of the
Corporations Act 2001 in the presence of

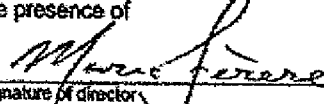

Signature of director

DAVID LLOYD
Name of director (print)


Signature of director/company secretary
(Please delete as applicable)

JAMES BERRY
Name of director/company secretary (print)

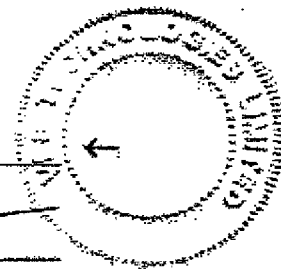
Executed by VFS Technologies Limited in
the presence of


Signature of director

MARIA FORRE
Name of director (print)


Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)



page 15

PATENT

RECORDED: 02/15/2007

REEL: 018909 FRAME: 0733