

# PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                   |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                       |
| CONVEYING PARTY DATA   |                                  |
| Name   | Execution Date                   |
| Philip Kahn  | 12/24/2009                       |
| RECEIVING PARTY DATA   |                                  |
| Name:  | DIRECTED PERCEPTION, INC.        |
| Street Address:  | 890C COWAN ROAD                  |
| City:  | BURLINGAME                       |
| State/Country:   | CALIFORNIA                       |
| Postal Code:   | 94010                            |
| PROPERTY NUMBERS Total: 1  |                                  |
| Property Type  | Number                           |
| Application Number:  | 08827843                         |
| CORRESPONDENCE DATA  |                                  |
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| ATTORNEY DOCKET NUMBER:  | 70052.248                        |
| NAME OF SUBMITTER:   | Greg J. Michelson                |
| Total Attachments: 4<br>source=Assignment#page1.tif<br>source=Assignment#page2.tif<br>source=Assignment#page3.tif<br>source=Assignment#page4.tif |                                  |

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**PATENT**

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made as of December [24], 2009 (the "Effective Date"), by and between PHILIP KAHN, an individual ("Assignor") and DIRECTED PERCEPTION, INC., a California corporation ("Assignee").

### RECITALS:

A. Assignor is the holder of all right, title and interest to and under the patents set forth on Exhibit A attached hereto and hereby incorporated by reference herein.

B. As a condition to closing of that certain Stock Purchase Agreement dated as of December [24], 2009 ("Purchase Agreement") by and among Assignor, Assignee, David Gaw, William Carter-Giannini, and FLIR Commercial Vision Systems, Inc. ("Buyer"), Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the patents set forth in Exhibit A and Assignee is desirous of acquiring such patents.

### AGREEMENT

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Patents. Effective the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the patents set forth on Exhibit A, including without limitation (i) all inventions and improvements disclosed therein, (ii) all letters patent or similar legal protection granted therefore in the United States and its territorial possessions and in all foreign countries, unions, or regions, (iii) all continuations, divisions, continuations-in-part, substitutions, reissues, renewals, substitutes, and extensions thereof and applications therefor, and (iv) all rights to enforce including, but not limited to, the right to sue and collect damages for any past, present or future infringements of the Assigned Patents, throughout the world free and clear of any restrictions or encumbrances of any nature whatsoever ("Assigned Patents"). Subject to Section 2 below, Assignor shall execute and deliver or shall cause to be executed and delivered all such additional transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein and shall take all such further action, including, without limitation, making all filings with the United States Patent & Trademark Office in order to confirm, effectuate or record this assignment of the Assigned Patents to Assignee granted herein as Assignee may reasonably request from time to time, at Assignee's sole cost and expense.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible for filing and recording any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Patents, at its sole cost and expense.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full

PATENT ASSIGNMENT

power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Patents, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.


4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

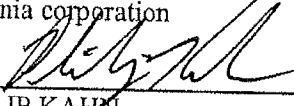
IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

  
\_\_\_\_\_  
PHILIP KAHN,  
an individual

ASSIGNEE:

DIRECTED PERCEPTION, INC.,  
a California corporation

By:   
\_\_\_\_\_  
PHILIP KAHN,  
President

**EXHIBIT A**  
**TO PATENT ASSIGNMENT**

| Patent and<br>(Application No). | Country | Filing Date | Issuance<br>Date | Expiration<br>Date | Title of Patent and First<br>Named Inventor             | Patent Holder |
|---------------------------------|---------|-------------|------------------|--------------------|---|---------------|
| 5,802,412<br>(08/827,843)       | US      | 4/11/1997   | 9/1/1998         | 5/24/2015          | Miniature Pan/Tilt<br>Tracking Mount<br><br>Philip Kahn | Philip Kahn   |
| 5,463,432<br>(08/449,257)       | US      | 5/24/1995   | 10/31/1995       | 5/24/2015          | Miniature Pan/Tilt<br>Tracking Mount<br><br>Philip Kahn | Philip Kahn   |