

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Safehouse International Inc.	04/14/2010
RECEIVING PARTY DATA	
Name:	Lighthouse Logic Inc.
Street Address:	3000 Royal Centre, 1055 West Georgia Street
Internal Address:	P.O. Box 11130
City:	Vancouver
State/Country:	BRITISH COLUMBIA
Postal Code:	V6E 3R3
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7664292
CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(248) 641-1600
Email:	dcamargo@hdp.com
Correspondent Name:	Gregory A. Stobbs
Address Line 1:	Harness, Dickey & Pierce, P.L.C.
Address Line 2:	P.O. Box 828
Address Line 4:	Bloomfield Hills, MICHIGAN 48303
ATTORNEY DOCKET NUMBER:	9637-000071
NAME OF SUBMITTER:	Daniel E. Camargo
Total Attachments: 6 source=9637-000071_Assignment_Lighthouse#page1.tif source=9637-000071_Assignment_Lighthouse#page2.tif	

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT made the 14th day of April, 2010.

BETWEEN:

SAFEHOUSE INTERNATIONAL INC., a company organized under the laws of Nevada having an office at Level 2, 17 Cotham Road, Kew 3101, Victoria, Australia

(the "**Assignor**")

AND:

LIGHTHAUS LOGIC INC., a corporation organized under the laws of Canada, having its registered and records office at 3000 Royal Centre, 1055 West Georgia Street, PO Box 11130, Vancouver, British Columbia V6E 3R3

(the "**Assignee**")

WHEREAS pursuant to an asset purchase agreement dated April 14, 2010 among the Assignor and the Assignee (the "**Asset Purchase Agreement**"), the Assignor agreed to sell and the Assignee agreed to purchase the Intellectual Property (as defined below) for the consideration and on the terms and conditions set out in the Asset Purchase Agreement.

NOW THEREFORE THIS ASSIGNMENT WITNESSES that for good and valuable consideration now paid by the Assignee to the Assignor (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

1. Definitions

In this Assignment:

- (a) "**Business**" means the business of the Assignor relating to the development and commercial exploitation of visual surveillance products and services, as conducted prior to the date hereof and as reasonably anticipated to have been conducted after the date hereof;
- (b) "**Intellectual Property**" means all trade-marks, trade names, business names, service names, copyrights, patents (including pending and in-process filings), technology rights, inventions, Software, schematics, prototypes, trade secrets, know-how, industrial designs and other industrial or intellectual property owned or used in connection with the Business and all applications therefore, including all licences or similar rights used by or granted to the Assignor in connection therewith, owned or used by the Assignor relating to the Business, whether registered or unregistered, as well as all goodwill associated with the trade-marks, trade names, business names, service names and the operation of the Business; and
- (c) "**Software**" means all computer software developed by the Assignor or by others as its consultants or agents and packaged under the Clarity Visual Intelligence, Clarity Visual or

Safehouse brand, all predecessors of such products, and all software relating to the Business, whether completed or under development, including:

- (1) the software development environment that holds all the software and development tools ("Exposure") that consists of:
 - (i) development environment files comprising developed scripts for managing the development process, source control and versioning, and all compilation tool configuration files;
 - (ii) issue tracking database backup file comprising a bugzilla database of all known bugs fixed and outstanding and all development tasks completed and planned;
 - (iii) product packaging utility files comprising all developed software scripts for managing the installation of the developed applications on customer hardware;
 - (iv) algorithms data;
 - (iv) source control database for the developed software comprising the current state of the developed software source code and all modifications made since the last purge of modifications to this database, including all regression testing files;
 - (v) video imagery used for demonstrations and testing in the form of image files; and
 - (vi) all internal and external documentation comprised of a source version control database of docbook xml sources for distributor and customer documentation; and
- (2) all related materials for use therewith, including all source code, object code, specifications, programmer's notes, flow charts, logic diagrams and other documentation.

2. Assignment

Effective as of the date hereof, pursuant to and subject to the terms and conditions of the Asset Purchase Agreement, the Assignor hereby sells, assigns, transfers, sets over, delivers and conveys to the Assignee all of the right, title, interest, property, claim and demand of the Assignor throughout the world in and to the Intellectual Property, whether accrued, contingent or otherwise and whether existing and owned on the date hereof or thereafter acquired, to have and to hold, all and singular, with full power to the Assignee to take such measures for the full recovery and enjoyment of the rights that the Assignor, but for this Agreement, may have itself taken, including without limitation:

- (a) the following registered domain names:
 - (i) clarityvi.com
- (b) the following registered patents:

Safehouse International Inc Patent Portfolio

P101 Object Monitoring System

US Issue fee paid – awaiting issue Notice

P201 Quality Monitoring

GB In force – next renewal due 31 March 2010

P202 Camera with Feedback

GB In force – next renewal due 31 March 2010-03-15

P203 Noise Thresholder

GB In force – next renewal due 31 March 2010-03-15

P204 Grid Map Display

AU In force – next renewal due 25 November 2010

GB In force – next renewal due 31 March 2010

NZ In force – next renewal due 01 December 2011

US Response due

P205 Multi-Resolution Database

GB Allowed to lapse

P206 Multi-Resolution Images

AU Response due 20 October 2010 – Notice of Entitlement, novelty objections

GB In force – next renewal due 31 March 2010

GB-2 Decision to Grant – awaiting certificate

NZ In force – next renewal due 01 December 2011

US Response due

P208 Activity Snapshot and Reporting

AU Awaiting first Examination Report

GB In force – next renewal due 31 March 2010

US Allowed – awaiting certificate

P209 Tracking on Timeline

AU Response clue

GB In force – next renewal due 31 March 2010

US Response due

P210 Tagging

GB To lapse

P211 Privacy Mask – Analyse All

AU Response clue – Notice of Entitlement

GB-1 In force – next renewal due 31 March 2010

US-1 In force – next renewal due 23 March 2012

US-2 Awaiting first Office Action

Family	Country	Division	Descriptive Title	Status	Application Number	Patent Number	Application Date
101	AU	1	Object Monitoring	Dead	2001 124 8158	--	11 April 2001
101	CA	1	Object Monitoring	Dead	240 6134	--	11 April 2001
101	EP	1	Object Monitoring	Dead	01 921 040.0	--	11 April 2001
101	NZ	1	Object Monitoring	Dead	522 046	--	11 April 2001
101	US	1	Object Monitoring	Pending	10/257,462	--	11 April 2001
101	WO	1	Object Monitoring	Dead	PCT/AU01/00421	--	11 April 2001
102	AU	1	Visual surveillance system	Dead	2003 906 681	--	03 December 2003
201	GB	1	Quality monitoring	In Force	04 07 286.4	2 408 883	31 March 2004
202	GB	1	Camera with feedback	In Force	04 07 295.5	2 409 124	31 March 2004
203	GB	1	Noise thresholder	In Force	04 07 296.3	2 408 124	31 March 2004
204	AU	1	Grid map display	In Force	2004 233 456	2004 233 456	25 November 2004
204	GB	1	Grid map display	In Force	04 07 298.9	2 408 885	31 March 2004
204	NZ	1	Grid map display	In Force	536 913	536 913	01 December 2004
204	US	1	Grid map display	Pending	11/002,447	--	02 December 2004
205	GB	1	Multi-resolution images	Pending	04 07 266.6	--	31 March 2004
206	AU	1	Multi-resolution images	Pending	2004 233 453	--	25 November 2004
206	GB	1	Multi-resolution images	In Force	04 07 264.1	2 408 878	31 March 2004
206	GB	2	Multi-resolution images	In Force	09 08 178.7	2 45 951	13 May 2009
206	NZ	1	Multi-resolution images	In Force	536 912	536 912	01 December 2004
206	US	1	Multi-resolution images	Pending	11/002,444	--	02 December 2004
207	GB	1	Activity on big screen – tour	Dead	04 07 276.5	--	31 March 2004
208	AU	1	Activity snapshot and report	Pending	2004 233 463	--	25 November 2004

Family	Country	Division	Descriptive Title	Status	Application Number	Patent Number	Application Date
208	GB	1	Activity snapshot and report	In Force	04 07 280.7	2 410 391	31 March 2004
208	NZ	1	Activity snapshot and report	Dead	536 911	--	01 December 2004
208	US	1	Activity snapshot and report	Pending	11/002,446	--	02 December 2004
209	AU	1	Tracking on timeline	Pending	2004233458	--	25 November 2004
209	GB	1	Tracking on timeline	In Force	04 07 263.3	2 409 123	31 March 2004
209	NZ	1	Tracking on timeline	Dead	536 915	--	01 December 2004
209	US	1	Tracking on timeline	Pending	11/002,440	--	02 December 2004
210	GB	1	Tagging	To Lapse	04 07 268.2	--	31 March 2004
211	AU	1	Privacy mask – analyse all	Pending	2004233448	--	25 November 2004
211	GB	1	Privacy mask – analyse all	In Force	04 07 273.2	2 408 881	31 March 2004
211	NZ	1	Privacy mask – analyse all	Dead	536 914	--	02 December 2004
211	US	1	Privacy mask – analyse all	Pending	11/002,445	--	02 December 2004
211	US	2	Privacy mask – analyse all	In Force	11/002,445	7,428,314	02 December 2004
212	GB	1	Privacy mask – control acc	Dead	04 07 227.8	--	31 March 2004

(c) all corresponding right, title and interest in and to any continuations or divisions of the patents listed in Section 2(b).

3. General

The Assignor will at the request of the Assignee execute and deliver such further documents and take such further steps as are reasonably necessary or appropriate to give effect to the intent and meaning of this Assignment. This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and assigns. This Assignment is to be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. In this Assignment, words importing the singular include the plural and vice versa.

4. Counterparts


This Assignment may be executed in any number of counterparts and delivered by facsimile or transmitted electronically by either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) with the same effect as if both parties to this Assignment had signed and delivered the same

document and all counterparts will be construed together as an original and will constitute one and the same assignment.

IN WITNESS WHEREOF the parties have executed this Assignment as of the day and year first above written.

SAFEHOUSE INTERNATIONAL INC.

Per:


Authorized Signatory

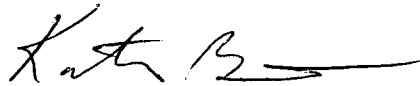
LIGHTHAUS LOGIC INC.

Per:


Authorized Signatory

Before me this 14th day of April, 2010 at Vancouver, British Columbia, Michael Henson appeared before me and acknowledged to me that he is the authorized signatory of Safehouse International Inc. (the "Assignor") and that he is the person who subscribed his name to the attached assignment on behalf of the Assignor, that he was authorized to execute said assignment on behalf of the Assignor and that the Assignor was a corporation in existence at the date that the said assignment was so executed.

IN TESTIMONY of which I set my hand and seal of office at Vancouver, British Columbia, on April 14th 2010.



Notarial Seal:

Notary Public

KATE M. BICKERTON
BARRISTER & SOLICITOR
BULL, HOUSSEY & TUPPER LLP
#3000, 1055 WEST GEORGIA
VANCOUVER, B.C. V6E 3R3
(604) 641-4831