

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
INDIGO TECHNOLOGIES, LLC	12/28/2012

RECEIVING PARTY DATA

Name:	THALES VISIONIX, INC.
Street Address:	22605 Gateway Center Drive
City:	Clarksburg
State/Country:	MARYLAND
Postal Code:	20871

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	6314055
Application Number:	09362579
Patent Number:	6474159
Patent Number:	6757068
Application Number:	10210492
Patent Number:	7231063
Patent Number:	6681629
Patent Number:	6922632
Patent Number:	7000469
Application Number:	10837373
Patent Number:	7725253
Application Number:	11399289
Patent Number:	7301648
Application Number:	11543008
Application Number:	12032079

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Patent Number:	7900524
Application Number:	12540819
Application Number:	13152495
Application Number:	60178797
Application Number:	60402178
Application Number:	60668941
Application Number:	60723648
Application Number:	61230980
Application Number:	61352798
Application Number:	61511811
PCT Number:	US0638460
PCT Number:	US0112917
PCT Number:	US0040430
PCT Number:	US0325194
PCT Number:	US9923866

CORRESPONDENCE DATA

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NAME OF SUBMITTER:	Natasha Brown
Signature:	/Natasha Brown/
Date:	06/07/2013

Total Attachments: 6
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EXECUTION COPY

PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") dated as of December 28, 2012, by and between Indigo Technologies, LLC, a Pennsylvania limited liability company ("ASSIGNOR"), and Thales Visionix, Inc., a Delaware corporation (as successor by assignment to Thales Communications, Inc., a Delaware corporation ("TCI")) ("ASSIGNEE").

WHEREAS, ASSIGNOR is the sole and exclusive owner of the patents and patent applications listed in Schedule A hereto ("Inventions");

WHEREAS, Gentex Corporation, a Delaware corporation, TCI, L. Peter Frieder, Jr., an individual, and Thales USA, Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of October 31, 2012 (as amended from time to time, the "Purchase Agreement"), pursuant to which Gentex Corporation has agreed to assign or cause the assignment to TCI or its designee of certain Intellectual Property (as defined in the Purchase Agreement) including, without limitation, the Inventions; and

WHEREAS, ASSIGNEE is desirous of acquiring and/or confirming the acquisition of said Inventions.

NOW, THEREFORE, in consideration of a sum of one US\$ 1.00 (one US Dollar) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, the undersigned ASSIGNOR, has assigned and/or by these presents does sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest in and to:

said Inventions as described in the patents and patent applications listed in Schedule A, for the territory of the United States and its possessions and territories and all foreign countries;

the patent applications listed in Schedule A and any and all United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("Applications"), along with the right to claim priority to said Applications under any treaty relating thereto;

the patents listed in Schedule A, and all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for the Inventions or Applications, including extensions, renewals, reissues and reexamination certificates thereof ("Patents"); and

all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents;

said Inventions, Applications and Patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said granted or to be granted Patents, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this Assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNOR.

It is agreed that ASSIGNOR shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

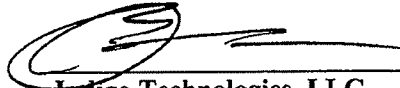
ASSIGNOR hereby represents and warrants that it has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patents and Applications, and Inventions disclosed therein, and to consummate the assignment contemplated herein. ASSIGNOR also represents and warrants that it has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNOR, and no other authorization or proceedings on the part of ASSIGNOR are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the Patents and Applications, and Inventions disclosed therein.

ASSIGNOR hereby warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.


Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms and conditions set forth in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

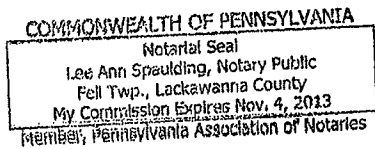
This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. This Assignment may not be amended or terminated, and no provision hereof may be waived, except by a writing signed by each of the parties hereto. This Assignment may be executed in counterparts, including by facsimile or PDF, each of which will be deemed an original, but all of which together constitute one and the same original.

(SIGNATURE PAGES FOLLOW)


Indigo Technologies, LLC
by its Authorized Representative
Name L. Peter Frieder Jr.
Title CEO & Chairman

On this _____ day of _____, _____, before me personally came L. Peter Frieder Jr., to me known to be the individual described in and who is authorized to and has executed the foregoing instrument, and of the same.


Notary Public



Signature Page to Indigo/Thales Patent Assignment

For Acceptance of the Assignment

Dennis Fransen

Thales Visionix, Inc.

by its Authorized Representative

Name DENNIS FRANSEN

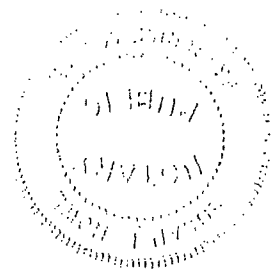
Title VP, Treasurer & Secretary

On this 21st day of December, 2012, before me personally came Dennis Fransen, to me known to be the individual described in and who is authorized to and has executed the foregoing instrument, and of the same.

Susan Howe

Notary Public

Susan E. Howe
NOTARY PUBLIC
Frederick Co., Md.
My Comm. Exp. 4/16/13



Signature Page to Indigo/Thales Patent Assignment

SCHEDULE A

Title	Country	Applicant Number	Patent Number
Range Measuring System	US	09/173,967	6,314,055 B1
Self-Referenced Tracking	US	09/770,691	6,757,068 B2
Self-Referenced Tracking	US	11/463,776	7,301,648 B2
Motion-Tracking	US	09/556,135	6,474,159 B1
Motion-Tracking	US	10/224,901	6,681,629 B2
Motion-Tracking	US	10/762,810	7,000,469 B2
Motion-Tracking	Europe: (Austria Belgium Switzerland Germany France United Kingdom Italy Netherlands Sweden)	PCT/US01/12917	1280457
Motion-Tracking	Israel	20020152359	152359
Fiducial Detection System	US	10/215,503	7,231,063 B2
Tracking, Auto-Calibration, and Map-Building System	US	10/639,242	6,922,632 B2
Tracking, Auto-Calibration, and Map-Building System	US	11/147,688	7,725,253 B2
Monitoring Tools	US	12/207,249	7,900,524 B2
Tracking Objects With Markers	US	11/543,008	8,224,024 B2
Range Measuring System	PCT	PCT/US99/23866	N/A

Title	Country	Application Number	Patent Number
Range Measuring System	US	09/362,579	N/A
Range Measuring System	PCT	PCT/US00/40430	N/A
Range Measuring System	US	10/210,492	N/A
Self-Referenced Tracking	US	10/837,373	N/A
Motion-Tracking	PCT	PCT/US01/12917	N/A
Localization, auto-calibration, and map-building	US	60/402,178	N/A
Motion Tracking System and Method	PCT	PCT/US03/25194	N/A
Robust Indoor/Outdoor Pedestrian Navigation and Tracking with Shoe-Mounted Sensors	US	60/668,941	N/A
Indoor/Outdoor Pedestrian Navigation	US	11/399,289	N/A
Indoor/Outdoor Pedestrian Navigation	US	12/540,819	N/A
System and Method for Tracking Objects	US	60/723,648	N/A
Tracking Objects with markers	EP	06816037.3	N/A
Tracking Objects with markers	PCT	PCT/US06/38460	N/A
Motion-Tracking Game Controller	US	12/032,079	N/A
Navigation Trajectory Matching	US	12/847,186	N/A
Self-Learning System Based on Correlated Points of Congruence	US	61/230,980	N/A
Inertial Measurement System	US	61/352,798	N/A
Inertial Measurement System	US	13/152,495	N/A
Direction and Distance Sensing Method and Apparatus	US	61/511,811	N/A
Self-Referenced Tracking	US	60/178,797	N/A