

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2665397

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ISC8 INC.	01/31/2012
RECEIVING PARTY DATA		
Name:	VECTRONIX INC.	
Street Address:	19775 BELMONT EXECUTIVE PLAZA	
Internal Address:	SUITE 550	
City:	ASHBURN	
State/Country:	VIRGINIA	
Postal Code:	20147	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8118439
CORRESPONDENCE DATA		
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>		
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Address Line 4:	BURLINGTON, VERMONT 05402	
NAME OF SUBMITTER:	MORGAN S. HELLER II	
Signature:	/Morgan S. Heller II/	
Date:	01/02/2014	
Total Attachments: 3 source=AssignmentToVectronix#page1.tif source=AssignmentToVectronix#page2.tif source=AssignmentToVectronix#page3.tif		

PATENT ASSIGNMENT

This Patent Assignment is delivered pursuant to the Closing under that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of October 17, 2011, between VECTRONIX INC., a Delaware corporation (the "Purchaser"), and ISC8 INC. (formerly known as Irvine Sensors Corporation), a Delaware corporation (the "Seller"). Capitalized terms used in this Patent Assignment without definition have the respective meanings given to them in the Purchase Agreement

The Seller is the owner of all right, title and interest in and to the patents, patent applications and invention disclosures specifically listed in Annex A to this Patent Assignment (the "IP Rights"). The Purchaser is desirous of acquiring all of the Seller's rights in the IP Rights. The Seller has delivered this instrument signed by the Seller to enable the Purchaser to file it with any appropriate Governmental Authority to indicate ownership of Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Purchaser under the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

- (a) the IP Rights; and
- (b) the following properties and rights with respect to the IP Rights:
 - (i) the inventions claimed or described in the patents or applications;
 - (ii) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on and correspond to the patents listed in Annex A;
 - (iii) all divisions, renewals, reissues, continuations, extensions and continuations-in-part of the foregoing patents;
 - (iv) all income, royalties, damages and payments due or payable to the Seller with respect to the patents, including without limitation unpaid damages and payments for past, present and future infringements of any patent; and
 - (v) all rights to sue and recover damages and payments for past, present and future infringements of any of the patents, including the right to fully and entirely replace the Seller in all related matters.

The foregoing rights in and under the IP Rights shall apply to the full end of their terms as fully as the Seller would have held the same in the absence of this assignment. As of the date set forth below, the Purchaser has succeeded to all right, title and standing of the Seller to (a) receive all rights and benefits pertaining to the IP Rights and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the IP Rights. This Patent Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to

the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and (d) may be signed in counterparts as provided in Article 10 of the Purchase Agreement.

The undersigned has signed this Patent Assignment on January 31, 2012.

ISC8 INC.

By: [Signature]
Name: Dan A. Regalado
Title: CFO & TREASURER

STATE OF: California
COUNTY OF: Orange

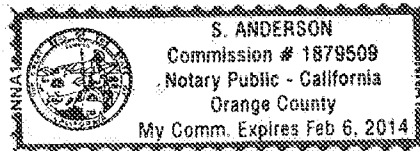
On January 31, 2012 before me, S. Anderson (the undersigned notary), personally appeared Dan A. Regalado personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: Feb 6, 2014

(Notary Seal)



ANNEX A TO PATENT ASSIGNMENT

Registered Patents

Patent	Registration No. and Country	Registration Date
N/A		

Pending Patent Applications

Patent	Application Number and Country	Application Date
Detachable Thermal Imager for Use With an NVG	61/137,302; USA	7/28/2008
Second Imaging Device Adaptable For Use With a First Imaging Device and Method for Using Same	12/456,345; USA	6/15/2009
Lens Cap With Integral Stowage Feature	61/217,565; USA	6/2/2009
Repositionable Lens Cap	12/800,888; USA	5/24/2010
Thermal Imager Adaptable for Use With Night Vision Goggle	61/132,003; USA	6/14/2008
On-Board Non-Uniformity Correction Calibration Method for Microbolometer Focal Plane Array	61/444,970; USA	2/21/2011
Alignment and Lead Insertion Device for an Electronic Component	61/404,123; USA	9/28/2010
Alignment and Lead Insertion Device for an Electronic Component	13/245,345; USA	9/26/2011