

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving

Mark if additional names of receiving parties

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to **TRADEMARK**
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 002383 FRAME: 0177

FORM PTO-1618B
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text" value="75799301"/>	<input type="text" value="75597357"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="216950"/>	<input type="text" value="947223"/>	<input type="text" value="1085293"/>
<input type="text" value="1194612"/>	<input type="text" value="595921"/>	<input type="text" value="1422566"/>
<input type="text" value="1360177"/>	<input type="text" value="585331"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Ralph E. Jocke

12/12/01

Name of Person Signing

Signature

Date Signed

TRADEMARK

REEL: 002383 FRAME: 0178

FORM PTO-1618A

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Additional Conveying Parties:

Mosler Indiana, LLC, a limited liability company
Mosler of Alabama, Inc., a corporation

Additional Trademark Registration Numbers:

690186	1258274	1568068
733952	2054959	2054964
352592	954842	1729072
588237	681129	647438
2280761	783411	1017353
2462343	1240135	1097281

ASSIGNMENT OF MARKS, TRADEMARK APPLICATIONS AND GOODWILL

THIS ASSIGNMENT OF MARKS, TRADEMARK APPLICATIONS AND GOODWILL ("Trademark Assignment") is made and entered into as of this 25th day of October, 2001 ("Effective Date") by and among (i) DIEBOLD, INCORPORATED, an Ohio corporation ("Assignee") and (ii) MOSLER INC., a Delaware corporation, MOSLER INDIANA, LLC, a limited liability company formed under the laws of the State of Indiana, and MOSLER OF ALABAMA, INC., an Alabama corporation (collectively, "Assignors").

WITNESSETH:

WHEREAS, Assignee and Assignors are parties to an Asset Purchase Agreement dated as of October 17, 2001 (the "Purchase Agreement"), pursuant to which Assignors agreed to sell, transfer and assign certain assets, including, without limitation, the trademark applications and registrations listed on Schedule A attached hereto (the "Marks");

WHEREAS, Assignee and Assignors now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to Assignee of this Trademark Assignment evidencing the sale, transfer and assignment to Assignee of all right, title and interest of Assignor in and to the Marks, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto enter into this Trademark Assignment as follows, capitalized terms not defined herein have the meanings set for this the Purchase Agreement:

1. Assignment of Rights

(a) Assignors hereby irrevocably sell, transfer and assign to Assignee and Assignee's successors and assigns, all of their rights, titles and interests throughout the world in, to and under the Marks listed in Schedule A, together with goodwill of the Business in connection with which the Marks are used, and all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof including any and all renewals of registrations that may be secured under the applicable laws of the countries throughout the world, now or hereafter in effect, and all records and files relating to the Marks and all foreign counterparts thereof, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, the right to sue and recover damages and bring other actions for future or past infringements thereof and for other causes of action relating thereto and to fully and entirely stand in the place of Assignors in all matters related thereto. Assignors request the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

(b) Assignors shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense

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(including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

2. General Provisions.

(a) This Trademark 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), except to the extent that the laws of such State are superseded by title 11 of the United States Code, §§101 *et seq.* For so long as Assignors are subject to the jurisdiction of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Trademark Assignment, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Assignors are no longer subject to the jurisdiction of the Bankruptcy Court, or if the Bankruptcy Court declines to accept jurisdiction, the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Trademark Assignment, and consent to the jurisdiction of, any state or federal court of competent jurisdiction within the State of New York.

(b) This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto.

(c) The failure of any party to enforce any terms or provisions of this Trademark Assignment will not waive any rights under such terms and provisions.

(d) This Trademark Assignment shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(e) This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

DIEBOLD, INCORPORATED

By: *Warren W. Dettigger*
Name: *Warren W. Dettigger*
Title: *Vice President and General Counsel*

MOSLER INC

By: *Alfred R. Rubacca*
Name: *Alfred R. Rubacca*
Title: *Chief Operating Officer*

MOSLER INDIANA, LLC

By: *Alfred R. Rubacca*
Name: *Alfred R. Rubacca*
Title: *Chief Operating Officer*

MOSLER OF ALABAMA, INC.

By: *Alfred R. Rubacca*
Name: *Alfred R. Rubacca*
Title: *Chief Operating Officer*

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 25th day of October, 2001, before me personally appeared Warren W. Dettlinger, to me personally known, who, being duly sworn, did say that he is the VP & Gen Counsel of Diebold, Incorporated and that he duly executed the foregoing instrument for and on behalf of Diebold, Incorporated, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 25th day of October, 2001

Pamela A. Jung
Notary Public

PAMELA A. JUNG
Notary Public, State of New York
No. 01JU6046792
Qualified in Dutchess County
Certificate Filed in New York County
Commission Expires August 21, 2002

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 25th day of October, 2001, before me personally appeared Alfred R. Rubacca, to me personally known, who, being duly sworn, did say that he is the COO of Mosler Inc. and that he duly executed the foregoing instrument for and on behalf of Mosler Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 25th day of October, 2001

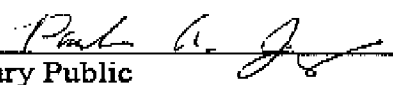
Pamela A. Jung
Notary Public

PAMELA A. JUNG
Notary Public, State of New York
No. 01JU6046792
Qualified in Dutchess County
Certificate Filed in New York County
Commission Expires August 21, 2002

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 25th day of October, 2001, before me personally appeared Alfred R. Rabasca, to me personally known, who, being duly sworn, did say that he is the COO of Mosler Indiana, LLC and that he duly executed the foregoing instrument for and on behalf of Mosler Indiana, LLC, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

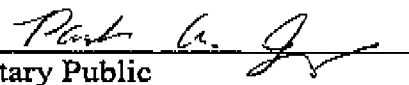
IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 25th day of October, 2001


Notary Public
PAMELA A. JUNG
Notary Public, State of New York
No. 01JU6046792
Qualified in Dutchess County
Certificate Filed in New York County
Commission Expires August 21, 2002

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 25th day of October, 2001, before me personally appeared Alfred R. Rabasca, to me personally known, who, being duly sworn, did say that he is the COO of Mosler of Alabama, Inc. and that he duly executed the foregoing instrument for and on behalf of Mosler of Alabama, Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 25th day of October, 2001


Notary Public
PAMELA A. JUNG
Notary Public, State of New York
No. 01JU6046792
Qualified in Dutchess County
Certificate Filed in New York County
Commission Expires August 21, 2002

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>REG./ (SERIAL) NO.</u>	<u>REG./ (FILING) DATE</u>
Globe Design	United States	(75/597,357)	(12/1/98)
5700	United States	216,950	4/24/01
AIR GUARD	Japan	1027671	8/20/73
AMERICAN	United States	947,223	11/14/72
AMERICAN	United States	1,085,293	2/14/78
AMERICAN CENTURY	Venezuela	106.070-F	2/06/84
AMERICAN- CENTURY	United States	1,194,612	5/4/82
CENTURY	United States	595,921	9/28/54
CENTURY 22	United States	1,422,566	12/30/86
COMSEC & Design	United States	1,360,177	9/17/85
COUNTER SPY	United States	585,331	2/2/54
DEFENDER	United States	1,239,176	5/24/83
DROPOSITORY	United States	690,186	12/22/59
EVOLV	United States	(75/799,301)	(9/13/99)
INSIDER	United States	1,258,274	11/22/83
INVISICOM	Great Britain	1402184	10/8/93
INVISICOM	United States	1,568,068	11/28/89
LE FEBURE	United States	733,952	7/3/62
LEFCOM	United States	2,054,959	4/22/97
LEFCOM	United States	2,054,964	4/22/97

MOSLER	Guam	202	8/16/73
MOSLER	Argentina	1635423	10/22/48
MOSLER	Argentina	1619109	4/8/76
MOSLER	Australia	B231414	8/6/69
MOSLER	Australia	B303887	1/20/77
MOSLER	Bahrain	7734	2/26/83
MOSLER	Bermuda	6934	9/17/71
MOSLER	Brazil	2516772	12/20/50
MOSLER	Bahamas	6802	7/16/71
MOSLER	Canada	199032	5/17/74
MOSLER	Canada	33/9199	8/16/37
MOSLER	Canada	111901	10/17/58
MOSLER	Switzerland	241305	4/25/69
MOSLER	Chile	548033	3/19/48
MOSLER	China P.R.	158189	5/30/82
MOSLER	China P.R.	158190	5/30/82
MOSLER	China P.R.	756043	7/14/95
MOSLER	China P.R.	691550	5/28/94
MOSLER	China P.R.	883590	10/14/96
MOSLER	China P.R.	785399	10/21/95
MOSLER	China P.R.	1073851	8/7/97
MOSLER	Colombia	23689	3/22/48
MOSLER	Costa Rica	45499	2/6/73

MOSLER	Cuba	110964	7/7/77
MOSLER	Cyprus	2079	11/7/84
MOSLER	Cyprus	14028	2/14/72
MOSLER	Germany	893458	3/20/69
MOSLER	Germany	1007618	11/9/80
MOSLER	Dominican Republic	21428	2/12/73
MOSLER	Ecuador	2740-93	9/2/74
MOSLER	Spain	736461	9/3/76
MOSLER	France	1478774	8/21/78
MOSLER	Great Britain	B1094815	4/28/78
MOSLER	Greece	43175	12/17/69
MOSLER	Guatemala	22183	6/22/70
MOSLER	Guatemala	22184	6/22/70
MOSLER	Hong Kong	1301/73	10/16/70
MOSLER	Hong Kong	10651	10/30/95
MOSLER	Honduras	30478	12/17/81
MOSLER	Honduras	30479	12/17/81
MOSLER	Israel	32022	8/6/73
MOSLER	Italy	157552	3/5/60
MOSLER	Jamaica	15945	8/27/71
MOSLER	Jordan	10808	6/16/70
MOSLER	Japan	583296	3/7/62
MOSLER	South Korea	343652	7/24/96

MOSLER	South Korea	375529	9/24/97
MOSLER	South Korea	360372	4/22/97
MOSLER	Kuwait	14600	4/10/85
MOSLER	Lebanon	43810	4/6/83
MOSLER	Mexico	56,271	6/3/47
MOSLER	Malaysia	M/53855	1/23/70
MOSLER	New Zealand	B91171	8/20/69
MOSLER	Philippines	R-1055	4/28/72
MOSLER	Puerto Rico	25277	7/12/84
MOSLER	Rwanda	956/BRK	9/20/71
MOSLER	Saudi Arabia	39/93	6/22/71
MOSLER	Saudi Arabia	179/24	4/16/88
MOSLER	Singapore	48274	1/23/70
MOSLER	El Salvador	20729/76	8/22/72
MOSLER	Turkey	101294	12/19/77
MOSLER	United States	954,842	3/13/73
MOSLER	United States	352,592	12/7/37
MOSLER	Venezuela	61359	11/9/70
MOSLER	Venezuela	37533C	9/23/59
MOSLER	Venezuela	37534C	9/23/59
MOSLER	South Africa	B69/4177	10/1/70
MOSLER & Key Design	Chile	347348	7/23/79
MOSLER	United States	1,729,072	11/3/92

AUTOBANKER			
MOSLER Design	United States	588,237	4/13/54
MOSLER in Chinese Characters	Hong Kong	B09163	9/8/98
MOSLER in Chinese Characters	Hong Kong	B14286	11/18/99
MOSLER In Chinese Characters	Hong Kong	2917/2000	2/17/00
MOSLER KEY	Great Britain	B939,727	3/14/69
MOSLER PHOTOGUARD	Australia	B229201	5/27/69
PHOTOGUARD	Canada	171064	9/4/70
PHOTOGUARD	Germany	878059	6/3/69
PHOTOGUARD	United States	681,129	6/30/59
PHOTOGUARD	South Africa	69/2387	5/26/69
PROTECTALL	United States	647,438	6/25/57
SECUREWAY & Design	United States	2,280,761	9/28/99
SUPERLOY	Germany	964460	2/11/77
SUPERLOY	Venezuela	94301F	5/5/80
TAPEGUARD	United States	783,411	1/12/65
TEL-AIR	Canada	TMA195513	11/16/88
TELLERETTE	United States	1,017,353	8/5/75
THE SECURITY OF INTEGRATED PERFORMANCE	United States	2,462,343	6/19/01
TRANS VISTA	Puerto Rico	20820	8/16/78

TRANS-VISTA	United States	1,240,135	5/31/83
VISTRA	United States	1,097,281	7/25/78