

08-13-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102522556

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Ontario Systems Corporation

8-11-03

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State Indiana
Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 08/05/2003

2. Name and address of receiving party(ies)

Name: OSC Acquisition, LLC

Internal

Address:

Street Address: 1150 West Kilgore Avenue

City: Muncie State: IN Zip: 47305

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/818,237; 76/284,166
76/284,167;

B. Trademark Registration No.(s) 2,056,336; 1,431,787
2,373,211; 2,365,973; 1,581,239

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Randeel Sibul-Gelbert

Internal Address:

Street Address: Baker & Daniels
300 North Meridian Street, Suite 2700

City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

Additional Fees may be charged to Deposit Account No. 02-0390

DO NOT USE THIS SPACE

9. Signature.

Randeel Sibul-Gelbert
Name of Person Signing

Randeel S. Gelbert
Signature

August 8, 2003
Date

7

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

08/12/2003 6TON11 00000223 75818237

01 FC:8521 40.00 DP
02 FC:8522 175.00 DP

TRADEMARK
REEL: 002799 FRAME: 0945

**ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

WHEREAS, Ontario Systems Corporation ("Assignor"), an Indiana corporation, 201 East Jackson Street, Muncie, Indiana 47305, has adopted and is using or intends to use various inventions, patents, trademarks, works of authorship, and copyrights ("Intellectual Property"), all of which is more fully defined below; and

WHEREAS, OSC Acquisition, LLC ("Assignee"), a Delaware limited liability company, 1150 West Kilgore Avenue, Muncie, Indiana 47305, desires to acquire all right, title, and interest to the Intellectual Property pursuant to that certain Asset Purchase Agreement dated as of July 17, 2003 (the "Asset Purchase Agreement"), among Assignor, Assignee, Ontario Corporation, an Indiana corporation, and Comtronic Systems, Inc., a Washington corporation;

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

1. Assignment of Patents

Assignor hereby grants, conveys, and assigns to Assignee, all of Assignor's right, title, and interest in and to all of its now owned or existing U.S. and foreign patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, together with and including all licenses held by Assignor, all of which are listed on Schedule A attached hereto ("Patents"), and the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements of the Patents.

2. Assignment of Trademarks

Assignor hereby grants, conveys, and assigns to Assignee, all of Assignor's right, title, and interest in and to all of its now owned or existing trademarks and service marks, whether U.S. or foreign, at common law, registered, or the subject of pending applications, together with and including all licenses held by Assignor, all of which are listed on Schedule B attached hereto ("Trademarks"), and the goodwill of the business symbolized in the Trademarks, and their registrations or pending applications thereof.

3. Assignment of Copyrights

Assignor hereby grants, conveys and assigns to Assignee, all of Assignor's right, title and interest in and to all of its now owned or existing published and unpublished works of authorship, including but not limited to all copyrights, vested and contingent therein, together with and including all licenses held by Assignor, all of which are listed on Schedule C attached hereto ("Copyrights"), and the exclusive worldwide right to administer and exploit all rights in and to the Copyrights. This Assignment includes all agreements, licenses, and/or assignments related to the use of some or all of the Copyrights.

4. Assignment of Works in Progress

Assignor hereby grants to Assignee, all of Assignor's right, title, and interest in and to all inventions conceived and/or reduced to practice but not listed on Schedule A, and all right, title, and interest in and to all trademarks and service marks which have been adopted and/or used, together with the goodwill of the business symbolized by those trademarks and service marks not listed on Schedule B, and all right, title and interest in and to all works of authorship currently being developed by or for Assignor but not listed in Schedule C. This Assignment includes all agreements, licenses, and/or assignments.

5. Asset Purchase Agreement

This Assignment is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement. With respect to the rights, liabilities and obligations assigned pursuant to this Assignment, Assignor shall indemnify and hold Assignee harmless in the manner set forth in the Asset Purchase Agreement. This Assignment is made without representation and warranty except as provided in and by the Asset Purchase Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit, or qualify any provision of the Asset Purchase Agreement.

6. Income, Royalties, Infringements

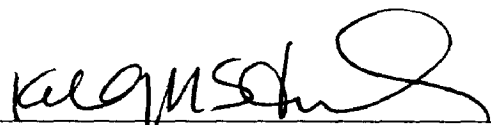
Assignor grants, conveys and assigns to Assignee all income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to the Intellectual Property, including, without limitation, damages and payments for past or future infringements thereof; and the right to sue and recover for past, present, and future infringements of the Intellectual Property.

7. Additional Documents

Assignor further agrees to sign any and all papers that may be required to effectuate this Assignment, and hereby irrevocably authorizes Assignee and its representatives to take such actions and make, sign, execute, acknowledge and deliver all such documents as may from time to time be necessary to secure the renewals and extensions of the Intellectual Property.

IN WITNESS WHEREOF, this Assignment is executed this 5th day of August, 2003.

ONTARIO SYSTEMS CORPORATION

By: 
Name (Print): Kelly N Stanley
Title: Chairman

STATE OF Indiana)
) SS:
COUNTY OF Marion)

On this 5th day of August, 2003, before me appeared Kelly N. Stanley, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the above-identified corporation and with authority to do so.

Maureen T. Roney
Notary Public
Maureen T. Roney
Name (Print)

My Commission Expires: April 12, 2008
My County of Residence: Marion



Schedule A

Patents and Patent Applications:

| Title | Applic. No. | Issue Date | Inventor(s) | Country |
|--|-------------|---------------------|-------------|---------|
| IMPROVED COLLECTION SYSTEM DATABASE ARCHITECTURE | 10/292,794 | Filed 11-12-2002 | | U.S. |
| IMPROVED COLLECTION SYSTEM DATABASE ARCHITECTURE | 60/368,362 | Filed 03-28-2002 | | U.S. |

Patent License:

License Agreement with Pollin Patent Licensing dated October 9, 2001.

Schedule B ,

Trademarks and Trademark Applications:

| Mark | Application or Registration No. | Registration Date | Country |
|--|------------------------------------|-------------------|----------------|
| ARCHITECT (Stylized) | App. No. 75/818,237 | Pending | U.S. |
| ARTIVA | App. No. 82426950 | Pending | Brazil |
| ARTIVA | App. No. 1127719 | Pending | Canada |
| ARTIVA | App. No. 2528784 | Pending | European Union |
| ARTIVA | App. No. 1073479 | Pending | India |
| ARTIVA | App. No. 1073480 | Pending | India |
| ARTIVA | App. No. 527304 | Pending | Mexico |
| ARTIVA | App. No. 76/284,166 | Pending | U.S. |
| ARTIVA (Stylized) | App. No. 76/284,167 | Pending | U.S. |
| CT VISION | Reg. No. 548122 | 9-15-1999 | Chile |
| CT VISION | Reg. No. 980763 | 4-04-2001 | European Union |
| CT VISION | Reg. No. 2056336 | 04-22-1997 | U.S. |
| FACS | Reg. No. TMA522085 | 01-24-2000 | Canada |
| FACS (and Design) | Reg. No. 990507 | 03-03-2000 | European Union |
| FACS (and Design) | Reg. No. 1431787 | 03-10-1987 | U.S. |
| FACS CHECKWRITER (and Design) | Reg. No. 2373211 | 08-01-2000 | U.S. |
| GC MVP | Reg. No. 2365973 | 07-11-2000 | U.S. |
| GUARANTEED CONTACTS | Reg. No. TMA503961 | 11-12-1998 | Canada |
| GUARANTEED CONTACTS | Reg. No. 1581239 | 02-06-1990 | U.S. |
| OSC ONTARIO SYSTEMS CORPORATION (and Design) | Reg. No. TMA513382 | 07-27-1999 | Canada |

INTELLECTUAL PROPERTY ASSIGNMENT

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Schedule C

Copyrights:

| Work | Application or Registration No. | Registration Date | Country |
|------------------------|------------------------------------|-------------------|---------|
| CT Vision, Version 8.0 | TX 4-968-024 | 08-02-1999 | U.S. |
| CT Vision, Version 7.0 | TX 5-057-637 | 08-02-1999 | U.S. |
| CT Vision, Version 6.0 | TX 5-085-284 | 12-20-1999 | U.S. |
| FACS, Version 14.0 | TX 5-023-081 | 08-02-1999 | U.S. |
| FACS, Version 13.0 | TX 4-963-095 | 08-02-1999 | U.S. |
| ARC | 444562 | 07-07-1995 | Canada |
| DISQ | 444560 | 07-07-1995 | Canada |
| FACS | 444566 | 07-07-1995 | Canada |
| GUARANTEED CONTACTS | 444565 | 07-07-1995 | Canada |
| ICE | 444563 | 07-07-1995 | Canada |
| OAR | 444564 | 07-07-1995 | Canada |
| ONYX | 444561 | 07-07-1995 | Canada |

INTELLECTUAL PROPERTY ASSIGNMENT

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TRADEMARK
REEL: 002799 FRAME: 0951

RANDEE SIBUL-GELBERT

ADMITTED TO PRACTICE IN ILLINOIS, UTAH AND PENNSYLVANIA ONLY

DIRECT TELEPHONE: 317.237.1176

DIRECT FACSIMILE: 317.237.8536

e-mail: rgelbert@bakerd.com

Indiana

Washington, D.C.

China

August 8, 2003

**MAIL STOP ASSIGNMENT
RECORDATION SERVICES**

Director, U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

Re: Recordation of Assignment
Conveying Party: Ontario Systems Corporation
Receiving Party: OSC Acquisition, LLC
Trademark Registration Nos.
2,056,336, 1,431,787, 2,373,211, 2,365,973, and 1,581,239
Trademark Application Nos.
75/818,237, 76/284,166, and 76/284,167

Dear Sir:

Enclosed for recordation, please find the following:

1. Recordation Form PTO-1594 (1 page);
2. Assignment of Intellectual Property Rights (6 pages);
3. Check No. 332410 for \$215.00; and
4. A return postcard.

Please record this Assignment. Please also file stamp the postcard and return it to the undersigned.

Respectfully submitted,

By: Randee S. Gelbert
Randee Sibul-Gelbert
BAKER & DANIELS
300 N. Meridian St., Suite 2700
Indianapolis, IN 46204
Tel.: (317) 237-0300
Fax: (317) 237-1000
e-mail: rsgelbert@bakerd.com

RSG:jak
Enclosures**CERTIFICATE OF MAILING/TRANSMISSION (37 C.F.R. 1.8(a))**

I hereby certify that, on the date shown below, this correspondence is being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to the address indicated above.

Date: August 8, 2003By: Johanne Kugelman
Johanne Kugelman
Typed/Printed Name of Person Mailing Paper