

05-15-1998

TRADEMARKS ONLY

TRADEMARKS ONLY

To the Honor
Please re



100710812

Patents and Trademarks:
Please send a true copy thereof.

1. Name of Party(ies) conveying an interest:

Forest Security Systems, Inc.

MS-1-97

Entity:

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

Additional name(s) of conveying party(ies) attached: yes no

3. Description of the interest conveyed:

- Assignment Change of Name Other
- Security Agreement Merger

Date of execution of attached document: October 3, 1997

2. Name and Address of Party(ies) receiving an interest:

Name: Ameritech Corporation
 Internal Address: 1
 Street Address: 30 South Wacker Drive
 City: Chicago
 State/Zip: Illinois 60606

Entity:

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

Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:

yes no

(The attached document must not be an assignment)
Additional name(s) and addresses attached: yes no

4. Application number(s) or registration number(s). Additional sheet attached? yes no

A. Trademark Application No. (s)
75/285,052

B. Trademark Registration No. (s)

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

Name: Doris Loew
Brinks Hofer Gilson & Lione
 P.O. Box: P.O. Box 10395
 City: Chicago
 State/Zip: Illinois 60610

6. Number of Applications or Registrations involved: 1

7. The \$40.00 filing fee is enclosed.

8. Please charge the \$ _____ filing fee to Deposit Account No. 23-1925. (duplicate copy of this page attached)

9. Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 23-1925.

DO NOT USE THIS SPACE

10. 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.

Doris Loew
Name of person signing

Doris Loew
Signature

Date

4/29/98

Total number of pages comprising cover sheet: 1

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TRADEMARK ASSIGNMENT

3rd
This Trademark Assignment (this "Assignment") is made and entered into as of this _____ day of October, 1997 ("Effective Date"), by and between Forest Security Systems, Inc., an Illinois corporation, having its principal office at 110 S.E. Sixth Street, Ft. Lauderdale, Florida 33301 ("Assignor"), and Ameritech Corporation, a Delaware corporation, having its principal office at 30 South Wacker Drive, Chicago, Illinois 60606 ("Assignee").

WHEREAS, Republic Industries, Inc., a Delaware corporation ("Republic"), Republic Security Companies Holding Co., Inc., a Delaware corporation wholly owned by Republic ("RSC"), Republic Security Companies Holding Co. II, Inc., a Delaware corporation wholly owned by RSC and indirectly wholly owned by Republic ("Seller"), Ameritech Corporation, a Delaware corporation ("Assignee") and Ameritech Monitoring Services, Inc., a Delaware corporation wholly owned by Ameritech ("Buyer") are parties to that certain Asset Purchase Agreement made and entered into as of September 26, 1997, ("Asset Purchase Agreement");

WHEREAS, the Assignor is a wholly-owned subsidiary of the Seller;

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to sell, and Buyer has agreed to purchase, the Acquired Assets (as such term is defined in the Asset Purchase Agreement pursuant to which this Assignment is made) owned by the Assignor.

WHEREAS, Buyer designates Ameritech Corporation, its parent company (defined above as Assignee), to hold title in certain Acquired Assets, including but not limited to, the Marks as defined in this Assignment.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the state trademark registration and United States application for registration, and the common law trademark, all as identified and set forth on the Schedule attached hereto and made a part hereof (collectively, the "Marks"), and the goodwill associated therewith.

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all right, title and interest in and to the Marks together with the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States or countries outside the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that it owns all right, title and interest in and to the Marks free and clear of any liens and encumbrances, that it has full right to

assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark and trade/assumed name 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 (iv) in the implementation, recordation or perfection of this Assignment.

* * * * *

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized this 3rd day of October, 1997.

FOREST SECURITY SYSTEMS, INC.

AMERITECH CORPORATION

By: [Signature]

By: Marilyn S Spracker

Name: David A. Barclay

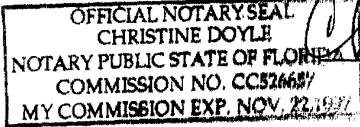
Name: Marilyn S. Spracker

Title: Assistant Secretary

Title: Assistant Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

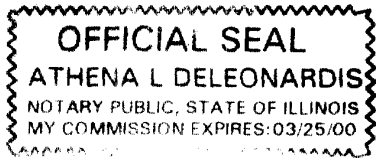
On this 3rd day of October, 1997, there appeared before me David A. Barclay, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Forest Security Systems, Inc.

 Christine Doyle
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 3rd day of October, 1997, there appeared before me Marilyn S. Spracker, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Ameritech Corporation.

Athena L DeLeonardis
Notary Public



SCHEDULE -- FOREST SECURITY SYSTEMS, INC.

U.S. Trademark Application

<u>Mark</u>	<u>Serial. No.</u>	<u>Filing Date</u>
FOREST SECURITY SYSTEMS, INC. and Design	75/285,052	05/02/97

State Trademark Registration

<u>Mark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FOREST SECURITY SYSTEMS, INC.	Illinois	55,346	08/24/84

Common Law Trademarks

Mark

Forest Security Systems, Inc.