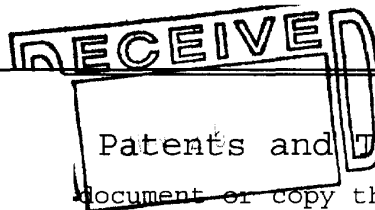


MRO 6-25-98



TRADEMARKS ONLY

07-09-1998

TRADEMARKS ONLY

To the Honorable
Please refer to



100757758

1. Name of Party(ies) conveying:

Rollins Expansion, Inc.

Entity:

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

Additional name(s) of conveying party(ies) attached:

yes no

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

Name: Ameritech Corporation
 Internal Address: _____
 Street Address: 30 S. 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

3. Description of the interest conveyed:

- Assignment Change of Name Other _____
- Security Agreement Merger _____

Date of execution of attached document January 6, 1998

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

A. Trademark Application No. (s) 75/359,474

B. Trademark Registration No. _____

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

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

6. Number of applications and 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

Signature

Doris Loew

6/23/98
Date

Total number of pages comprising coversheet: 1

rev. 4/1996

TRANS.ASG

07/08/1998 DCDATES 00000261 75339474

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40.00 DP

TRADEMARK
REEL: 1749 FRAME: 0756

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into by and between Rollins Expansion, Inc., a Delaware corporation, having its principal office at 2170 Piedmont Road, Atlanta, Georgia 30324 and its registered office in Delaware at 1105 North Market Street, #1106, Wilmington, Delaware 19899 ("Assignor"), and Ameritech Corporation, a Delaware corporation, having its principal office at 30 South Wacker Drive, Chicago, Illinois 60606 ("Assignee").

WHEREAS, Assignor is the wholly owned subsidiary of Rollins, Inc., a Delaware corporation, having its principal office at 2170 Piedmont Road, Atlanta, Georgia 30324 ("Seller");

WHEREAS, Seller, Assignee and Ameritech Monitoring Services, Inc., a Delaware corporation wholly owned by Assignee ("Purchaser") are parties to that certain Asset Purchase Agreement made and entered into as of October 1, 1997 ("Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Seller agreed to sell, and Purchaser agreed to purchase, the Purchased Assets (as such term is defined in the Asset Purchase Agreement pursuant to which this Assignment is made) owned by the Seller;

WHEREAS, it has come to the attention of Seller that the Marks (as defined herein) were owned as of the Closing Date (as defined in the Asset Purchase Agreement) by Assignor, instead of Seller;

WHEREAS, Seller and Assignor wish to assign, and Seller has directed Assignor to assign, the Marks to Assignee as provided for herein;

WHEREAS, Purchaser designates Ameritech Corporation, its parent company (defined above as Assignee), to hold title in certain Purchased 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 United States Trademark Application and the Common Law Trademarks, as identified and set forth on the Schedule attached hereto and made a part hereof (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 nunc pro tunc, effective October 3, 1997 (the "Effective Date"), 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, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, 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, 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; and (iv) in the implementation, recordation or perfection of this Assignment.

* * * * *

SCHEDULE -- ROLLINS EXPANSION, INC.

U.S. Trademark Application

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
SAFESTART	75/359,474	09/18/97

Common Law Trademarks

Mark

System VI
System VII
System VII Plus
Protector
Q Plus
EPP (refers to "Extended Protection Plan")
SafeStart Plus
Vision 2000
RAMS (refers to "Rollins Alarm Monitoring System")
NCSC (refers to "National Customer Support Center")

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