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09-21-1999

Dr

Docket No.:

06 4568.0001

Tab 09-07-1999



101149014

U.S. Patent & TMOtc/TM Mail RcptDt. #34

Patents and Trademarks

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Protection One Alarm Monitoring, Inc.

MRO 9-7-99

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: ATX Technologies, Inc.

Internal Address: _____

Street Address: 10010 San Pedro, Suite 200

City: San Antonio State: TX ZIP: 78216

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Texas**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: August 23, 1999

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

A. Trademark Application No.(s)

75/541,741
75/654,297
75/541,740

Additional numbers

B. Trademark Registration No.(s)

Yes No

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

Name: Kirt S. O'Neill, Esq.

Internal Address: _____

Akin, Gump, Strauss, Hauer & Feld, L.L.P.

Street Address: P.O. Box 12870

City: San Antonio State: TX ZIP: 78212

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

09/20/1999 HTHA11 00000291 75541741

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01 FC:481 40.00 OP
02 FC:482 50.00 OP

9. 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.

Kirt S. O'Neill, Esq.

Kirt S. O'Neill

September 7, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

ASSIGNMENT OF SERVICE MARKS

WHEREAS, Protection One Alarm Monitoring, Inc. ("ASSIGNOR"), a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 600 Corporate Pointe, Culver City, California 90230, is the owner of, and has adopted and is using FIRST ASSIST and FIRST ASSIST (stylized) as service marks for telematic services, and for providing emergency services to occupants of vehicles using global positioning systems and cellular telephony, AHEAD OF THE LEARNING CURVE as a service mark for telematic services, and for mobile security services, and MOBILE SERVICES GROUP as a service mark for telematic services, where "telematic services" are defined in the Agreement for Purchase and Sale of Assets, dated as of June 25, 1999, as amended, by and among Assignor and Assignee ("the Asset Purchase Agreement"); and

WHEREAS, said ASSIGNOR is the owner of U.S. Trademark Application Serial Nos. 75-541,741 and 75-654,297, for FIRST ASSIST and FIRST ASSIST (stylized), and of Serial No. 75-541,740 for AHEAD OF THE LEARNING CURVE; and

WHEREAS, ATX Technologies, Inc. ("ASSIGNEE"), a corporation organized under the laws of the State of Texas, whose address is 10010 San Pedro, Suite 200, San Antonio, Texas, 78216, who is the successor to the portion of the business of Assignor to which the mark pertains, as described in the Asset Purchase Agreement, has acquired and is desirous of affirming it has acquired the service marks, FIRST ASSIST, AHEAD OF THE LEARNING CURVE and MOBILE SERVICES GROUP, described above (collectively the "Transferred Service Marks"), together with the goodwill of the business symbolized by said service marks, and any and all registrations and applications for registration of the Transferred Service Marks;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that it has sold, transferred, conveyed, and assigned unto said ASSIGNEE the entire right, title, and interest in and to the Transferred Service Marks, which service marks have been adopted and used in connection with the business related to the assets acquired in the Asset Purchase Agreement; all registrations and applications for registration of the Transferred Service Marks, including those specifically herein before identified, the right to recover for past infringement of the Transferred Service Marks, and the goodwill of the business in connection with which the Transferred Service Marks are used and which is symbolized by said service marks.

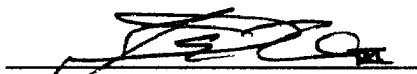
ASSIGNOR HEREBY covenants and represents that ASSIGNOR will not execute any agreement in conflict herewith.

ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said Transferred Service Marks, and will do any and all of the following reasonably requested of it by ASSIGNEE: testify in any legal proceeding, sign all lawful papers, execute all

applications for registration, make all rightful oaths, and generally do everything reasonably requested to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Transferred Service Marks in all countries.

This assignment of service marks has been executed and delivered pursuant to the Asset Purchase Agreement and is subject to the additional applicable representations, warranties and covenants therein. All representations and warranties not expressly set forth herein or in the Asset Purchase Agreement are hereby expressly disclaimed.

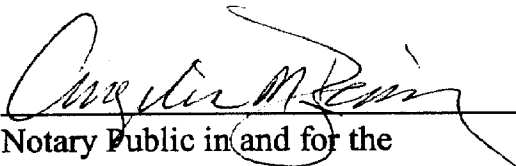
IN WITNESS WHEREOF, the undersigned has executed this Assignment of Service Marks as of August 23, 1999.

By: 
Name: John E. Mack, III
Title: Chief Executive Officer
Date: August 23, 1999

STATE OF CALIFORNIA §
COUNTY OF Los Angeles §

Before me, the undersigned authority, on this day personally appeared John E. Mack, III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 23 day of August, 1999.


Notary Public in (and for the
State of CALIFORNIA

