

11-08-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

11-4-99

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

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

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 Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

11/05/1999 DNGUYEN 00000315 2140195

FOR OFFICE USE ONLY

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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:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001986 FRAME: 0069

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)

Registration Number(s)

| | | |
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| <input type="text" value="2,140,195"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <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

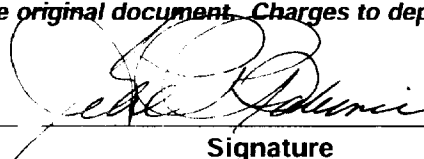
No

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.

Gehl P. Babinec

Name of Person Signing



Signature

Nov. 1, 1999

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, PROTECT AMERICA, INC. , a Texas corporation, with its chief executive office at 1717 N. Interstate Highway 35, Suite 200, Round Rock, TX 78664 ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Exhibit "A" attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Assignor and THE PROVIDENT BANK, as Agent, an Ohio banking corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202 ("Assignee"), have entered into that certain Credit Agreement by and between Assignor and Assignee, as agent for various Lenders listed on Schedule 1 attached to the Credit Agreement, dated of even date herewith (as the same may be amended, modified, supplemented or restated, and in effect from time to time, the "Credit Agreement"), by which Assignee has acquired security interests in said Trademarks and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

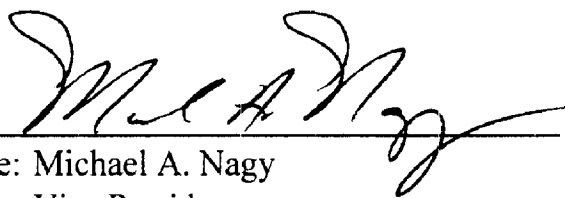
1. Assignor does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said Trademarks, together with the goodwill of the business symbolized by the Trademarks, and in the registrations or applications for registration thereof ("Trademark Collateral").

2. Assignor further covenants and warrants to Assignee that (a) except as provided in (b) below, Assignor is the sole and exclusive owner of the Trademark Collateral and has the full authority to make this assignment; (b) except for a prior lien in favor of Sirrom Funding Corporation, the Trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances; (c) the validity of the Trademarks has never been questioned; (d) Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and (e) the Trademarks and all rights comprised in the Trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

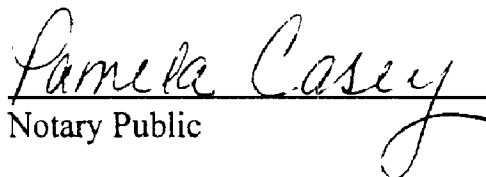
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 12 day of March, 1999.

PROTECT AMERICA, INC.

By: 
Name: Michael A. Nagy
Title: Vice President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 12th day of March, 1999, before me personally appeared Michael A. Nagy, the Vice President of Protect America, Inc., who signed this instrument and acknowledged that he signed it as a free act on behalf of the corporation.


Notary Public



PAMELA J. CASEY
Notary Public, State of Ohio
My Commission Expires June 15, 2003

EXHIBIT "A"

Trademarks

Name

Reg. No.

1. The Peacekeeper

Reg. No. 2,140,195