



04-02-2003

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

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

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

1. Name of conveying party(ies):

Interstate Locksmith, Inc.

3.28.03

- Individual(s) Association General Partnership Limited Partnership Corporation-State (PENNSYLVANIA) 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: 1/1/2001

2. Name and address of receiving party(ies)

Name: Sage Enterprises, Inc.

Internal Address: Suite 407

Street Address: 2277 Route 33 East

City: Hamilton State: NJ Zip: 08816

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,084,281

Additional number(s) attached Yes No

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

Name: Amy E. Carroll

Internal Address: Drinker Biddle & Reath LLP Suite 1100

Street Address: 1500 K Street, N.W.

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account (IF FEE INSUFFICIENT OR NO CHECK ATTACHED)

8. Deposit account number:

50-0573

04/01/2003 DBY/NE: Washington, DC 20005

01 FC:8721

40.00 OP

DO NOT USE THIS SPACE

9. Signature.

Amy E. Carroll Name of Person Signing

[Signature] Signature

3/28/03 Date

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

4

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

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made and entered into as of Janny L. 100, by and between Interstate Locksmith, Inc., a Pennsylvania corporation, with a place of business at _____ ("Assignor") and Sage Enterprises, Inc., a Delaware corporation, with a place of business at _____ ("Assignee").

WHEREAS, Assignor has adopted, used and is using marks listed on Schedule A hereto (hereinafter, the "Marks"), which may be registered in the U.S. Patent and Trademark Office or may be the subject of pending applications as is detailed in Schedule A, and owns all right, title and interest to the same, including the goodwill associated therewith; and

WHEREAS, Assignor owns all right, title and interest in certain other property identified in Schedule A, including domain names and toll free telephone numbers (which together with the Marks shall be collectively referred to hereinafter as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property, including the goodwill associated therewith and any registrations or pending applications therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Intellectual Property, including any registrations or pending applications therefor and the goodwill of the business symbolized thereby.

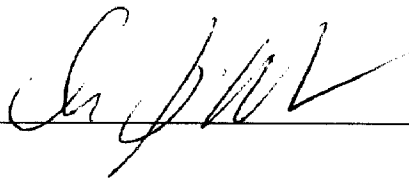
2. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Intellectual Property.

3. Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Intellectual Property to Assignee and otherwise carry out the intent of this Assignment.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

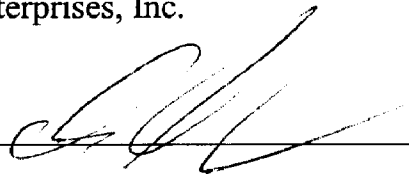
IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

Interstate Locksmith, Inc.

By: 
Name: _____
Title: _____

ACKNOWLEDGED:

Sage Enterprises, Inc.

By: 
Name: _____
Title: _____

Schedule A

Mark

Reg. No.

Reg. Date

CONTROL

2,084,281

July 29, 1997

INTERSTATE LOCKSMITH

Other Property