

07-22-2003

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.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):

Protect America, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 02/05/02

2. Name and address of receiving party(ies)

Name: CIT Technology Financing Services

Internal Address: _____
Address: _____

Street Address: 1 Tyco Drive

City: Livingston State: NJ Zip: 07039

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Massachusetts
- 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) _____

See Schedule A attached hereto

Additional number(s) attached Yes No

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

Name: Linda K. Smith, Esq.

Internal Address: Pitney Hardin Kipp & Szuch, LL

P.O. Box 1945, Morristown, NJ 07962-1945

Street Address: 200 Campus Drive

City: Florham Park State: NJ Zip: 07932

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

8. Deposit account number:

501145

DO NOT USE THIS SPACE

9. Signature.

Linda K. Smith
Name of Person Signing

Linda K. Smith
Signature

July 21, 2003
Date

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

12

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

TRADEMARK
REEL: 002781 FRAME: 0648

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	Registration No.	Date Issued	Class No.	Goods
The Peacekeeper	2,140,195	March 3, 1998	Class 9 (U.S. CLS. 21, 23, 26, 36 and 38)	anti-theft and anti-intrusion alarm system comprising control panel, battery back-up, key pad, door sensors, motion detector, phone line communicator, and siren for residential and commercial use, in .

03-04-2003

10-25-02



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Linda K. Connolly

Name of Person Signing

Signature

October 23, 2002

Date

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4
Prepared by, Record and Return to:
LINDA K. CONNOLLY, ESQ.
Pitney, Hardin, Kipp & Szuch
P.O. Box 1945
Morristown, NJ 07962-1945

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") made as of the 5 day of February, 2002, by **PROTECT AMERICA, INC.**, a corporation of the State of Texas having its principal place of business at 5100 N. Interstate Highway 35 at Westinghouse Road, Round Rock, Texas 78681 ("Borrower"), and delivered to **CIT TECHNOLOGY FINANCING SERVICES, INC.**, a corporation of the State of Massachusetts, having a location at 1 Tyco Drive, Livingston, New Jersey 07039 ("Lender").

WITNESSETH:

WHEREAS, Lender is contemporaneously herewith entering into a Credit Agreement with Borrower ("Credit Agreement") together with certain other documents and agreements relating thereto (collectively, the "Loan Documents") pursuant to which loans and advances may be made by Lender to Borrower (hereinafter collectively referred to as the "Loan"); and

WHEREAS, Borrower is the owner of the Trademarks (as such term is defined in the Credit Agreement) listed on Schedule A annexed hereto, as evidenced by records in the United States Patent and Trademarks Office; and

WHEREAS, Borrower is the owner of and has exclusive right, title and interest in, to, and under said Trademarks; and

WHEREAS, Lender desires to acquire the Trademarks as security for the Loan and all other obligations of Borrower to Lender related thereto.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, Borrower and Lender, intending to be legally bound, hereby covenant and agree as follows (all capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement):

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, Borrower grants a lien and security interest to Lender in all its present and future right, title and interest in, to, and under the Trademarks, together with all the goodwill and other tangible and intangible assets of Borrower associated with and represented by the Trademarks, and all applications for and registrations thereof and the right (but not the obligation) to sue for past,

present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. (a) Borrower hereby represents to the best of Borrower's knowledge, information and belief, (i) except for the liens of Finova Mezzanine Capital, Inc. ("Finova") and Harbinger Mezzanine Partners, L.P. ("Harbinger"), Borrower owns free and clear of any liens, claims, charges or encumbrances, or is legally entitled to use, all of the Trademarks in connection with its business and operations; (ii) the Trademarks do not infringe or violate upon, misappropriate or otherwise conflict with, any intellectual property or other rights of any third parties; (iii) no third party is infringing upon, misappropriating or otherwise violating the Trademarks or any other intellectual property or other rights of Borrower, (iv) there is no pending or, to the knowledge of Borrower, threatened claim or litigation asserting that the Trademarks infringe the intellectual property or other rights of any third party, nor has Borrower received any notice asserting that the Trademarks conflict with the rights of any other party; and (v) Borrower has the unqualified right to enter into this Agreement and perform its terms.

(b) Borrower hereby covenants that (i) Borrower will use for the duration of this Agreement, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (ii) Borrower will use for the duration of this Agreement, consistent standards of quality in products leased, sold or serviced under the Trademarks; and (iii) Borrower will not unreasonably (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value such that a Material Adverse Effect would result.

3. Verification of Quality Control. Borrower hereby grants to Lender and its employees the right to visit Borrower's locations which lease, sell, or store products under any of the Trademarks and to inspect the products, services, and quality control records relating thereto, all in accordance with the Credit Agreement, in order to ensure Borrower's compliance with its obligations to use consistent standards of quality as required in paragraph 2(b)(ii).

4. Covenants. Borrower further covenants that until all of the Obligations have been satisfied in full, unless Lender gives its prior written consent to the contrary: (a) Borrower shall maintain the Trademarks in full force and effect; (b) Borrower will not enter into any agreement which is inconsistent with Borrower's obligations under this Agreement or which restrict or impair Lender's rights hereunder; and (c) if Borrower acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, Borrower shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. Exclusive Use of Trademarks. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred under the Loan Documents and that Lender has elected to exercise its rights to assignment hereunder, Borrower shall continue to have the exclusive right to use the Trademarks including the granting

of licenses thereof, and Lender shall have no right to use the Trademarks or to issue any exclusive or non-exclusive license with respect thereto, or to assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Limitation on Disposition. Borrower agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of Lender. Borrower shall defend the Trademarks against and shall take other action as is reasonably necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in, to, or under the Trademarks, and will defend the right, title and interest of Lender in, to, and under any of Borrower's rights, in, to, or under the Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Trademarks. As of the date hereof, Borrower does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. Additional Trademarks. In the event Borrower, either itself or through any Lender, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which Borrower may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

Borrower shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify Lender thereof, and, upon request of Lender shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as Lender may reasonably request to evidence Lender's interest in such Trademark and the goodwill of Borrower associated thereto or represented thereby. Borrower hereby grants Lender a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Agreement by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Agreement.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while Borrower shall be in default hereunder or an Event of Default exists under the Loan Documents, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, upon the occurrence and during the continuance of a default hereunder or an Event of Default under the Loan Documents, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and the Loan Documents, and until all the Obligations are satisfied in full.

(c) Borrower expressly acknowledges that this Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Borrower shall also execute and deliver to Lender such documents as Lender shall reasonably request to permanently assign all rights in the Trademarks to Lender, which documents shall be held by Lender, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, Lender may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Credit Agreement. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Credit Agreement. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control. The terms and conditions of the Credit Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, Lender shall execute and deliver to Borrower all documents necessary to re-vest all rights in and to the Trademarks in Borrower and/or terminate any interest of Lender therein.

13. Prosecution of Trademark Applications. (a) With respect to any Trademark which is material to conducting Borrower's business in the ordinary course and subject to the terms of the Loan Documents, Borrower shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of Lender, Borrower shall make federal application on registrable but unregistered trademarks belonging to Borrower. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by Borrower. Borrower shall not abandon any Trademark without the written consent of Lender.

(b) Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Borrower deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. Borrower assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds Lender and each director, officer, employee, and affiliate thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, or service provided, or product or services promoted or sold by Borrower in connection with any of the Trademarks or otherwise arising out of Borrower's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of Borrower of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such Obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Lender.

15. Lender's Rights. Lender may, in its sole discretion, pay any amount or do any act required of Borrower hereunder or requested by Lender to preserve, defend, protect, maintain, record or enforce Borrower's obligations contained herein, the Obligations of Borrower to Lender, the Trademarks, or the right, title and interest granted Lender herein, and which Borrower fails to do or pay, and any such payment shall be deemed an advance by Lender to Borrower and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. Borrower agrees that if it learns of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, Borrower shall promptly notify Lender of such use, lien, security interest, claim, right or other encumbrance and, if requested by Lender, shall join with Lender, at Borrower's expense, in such action as Lender, in its reasonable discretion, may deem advisable for the protection of Lender's interest in and to the Trademarks, it being understood that the foregoing shall not preclude Borrower from bringing an action against a person for the protection of Borrower's interest in and to such Trademarks.

17. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at Borrower's expense, and Borrower

hereby agrees to reimburse Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

18. Governing Law. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS (BOTH SUBSTANTIVE AND PROCEDURAL) OF THE STATE OF NEW JERSEY, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. Waiver of Trial by Jury. BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.

20. Enforceable Obligation; Perfected First Security Interest. This Agreement constitutes a legal, valid, and binding obligation of Borrower, enforceable in accordance with its terms. The security interest granted herein will constitute a first priority perfected security interest on the Trademarks in favor of Lender enforceable against all creditors of Borrower.

21. Further Documentation. At any time and from time to time, upon the written request of Lender, and at the sole expense of Borrower, Borrower will promptly and duly execute and deliver such further instruments and documents and take such further actions as Lender may reasonably request for the purpose of obtaining and preserving the full benefits of this Agreement and of the rights and powers herein granted.

22. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the due execution hereof as a document under seal, as of the date first written above.

PROTECT AMERICA, INC.

a Texas corporation

By: 

Name: Michael A. Nagy

Title: Vice President/Chief Financial Officer

**CIT TECHNOLOGY FINANCING SERVICES,
INC.**

a Massachusetts corporation

By: 

Name: Nicholas M. Small

Title: Vice-President

STATE OF New Jersey :
COUNTY OF Morris : SS:

BE IT REMEMBERED, that on this 5th day of February, 2002, before me the subscriber, a Notary Public of the State of New Jersey personally appeared Nicholas M Small, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Vice President of **CIT TECHNOLOGY FINANCING SERVICES, INC.**, a Massachusetts corporation named in the within instrument; that the execution as well as the making of this instrument, has been duly authorized and said instrument signed and delivered by said Vice President as and for the voluntary act and deed of said corporation.

IN WITNESS HEREOF, I have hereunto set my hand and official seal.

Wendy Sue Nystrom
Notary Public
My Commission Expires:

WENDY SUE NYSTROM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 3, 2004

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

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Trademark	Registration No.	Date Issued	Class No.	Goods
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PITNEY, HARDIN, KIPP & SZUCH LLP

WENDY S. NYSTROM
LEGAL ASSISTANT

DIRECT DIAL NUMBER
973-966-8297

E-MAIL
WNYSTROM@PITNEYHARDIN.COM

(MAIL TO)
P.O. BOX 1945
MORRISTOWN, NEW JERSEY 07962-1945

(DELIVERY TO)
200 CAMPUS DRIVE
FLORHAM PARK, NEW JERSEY 07932-0950
(973) 966-6300
FACSIMILE (973) 966-1550

NEW YORK, NEW YORK
(212) 297-5800
FACSIMILE (212) 682-3485

RED BANK, NEW JERSEY
(732) 224-1200
FACSIMILE (732) 224-3630

BRUSSELS, BELGIUM
32-02-514-54-19
FACSIMILE 32-02-514-16-59

March 3, 2003

VIA UPS OVERNIGHT DELIVERY

Attn: Antione Royall, Examiner
Commissioner of Patents & Trademarks
Box Assignments
1213 Jefferson Davis Hwy., Suite 320
Arlington, VA 22202

**Re: Protect America, Inc. to CIT Technology Financing Services, Inc.
- Trademark Assignment**

Dear Sir or Madam:

Pursuant to your correspondence dated February 27, 2003 referencing Document ID No. 102271999, enclosed herewith please find the original and one copy of the CORRECTED Trademark Recordation Form Cover Sheet with attached Schedule A, together with an original Trademarks Security Agreement dated as of February 5, 2002 between Protect America, Inc. and CIT Technology Financing Services, Inc.

Kindly attend to the recording of the enclosed documents as of October 25, 2002, the original date of receipt, as detailed in your correspondence.

Should you have any questions or require any further information and/or documentation, please feel free to contact the undersigned.

Thank you for your assistance in this matter.

Very truly yours,


WENDY S. NYSTROM

enclosures

950762A02030303

TRADEMARK
REEL: 002781 FRAME: 0662

20-52-01

11-05-2002



102271999

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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Internal

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RECEIVED OPR 2002 OCT 25 AM 9:35 ASSIGNMENTS

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Linda K. Connolly

Name of Person Signing

[Signature]

Signature

October 23, 2002

Date

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40.00 CH

TRADEMARK REEL: 002781 FRAME: 0663

SCHEDULE A

to
Recordation Form Cover Sheet
TRADEMARKS ONLY

Conveying Party: Protect America, Inc.
Receiving Party: CIT Technology Financing Services, Inc.

CONTINUATION OF ITEM #4B

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FEBRUARY 27, 2003

PTAS

PITNEY HARDIN KIPP & SZUCH LL
LINDA K. CONNOLLY, ESQ.
P.O. BOX 1945
MORRISTOWN, NJ 07962-1945

Chief Information Officer
Washington, DC 20231
www.uspto.gov



102271999A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102271999

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. TO RECORD A DOCUMENT, THE NATURE OF CONVEYANCE MUST BE PROVIDED.
2. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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LINDA K. CONNOLLY

DIRECT DIAL NUMBER
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E-MAIL

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October 24, 2002

VIA UPS OVERNIGHT DELIVERY

Commissioner of Patents & Trademarks
Box Assignments
1213 Jefferson Davis Hwy., Suite 320
Arlington, VA 22202

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ASSIGNMENTS DIV

**Re: Protect America, Inc. to CIT Technology Financing Services, Inc.
- Trademark Assignment**

Dear Sir or Madam:

Enclosed for recording with respect to the above referenced matter, please find the following:

1. Trademark Recordation Form Cover Sheet with attached Schedule A, together with an original Trademarks Security Agreement dated as of February 5, 2002 between Protect America, Inc. and CIT Technology Financing Services, Inc.

Kindly attend to the recording of the enclosed documents and forward confirmation that same have been filed in your usual fashion to my attention. To cover the cost of these requests, please charge our deposit account number **501145** in the amount of \$40.00 for the Trademark.

Should you have any questions or require any further information and/or documentation, please feel free to contact the undersigned.

Thank you for your assistance in this matter.

Very truly yours,

LINDA K. CONNOLLY

LKC/wsn

950762A01102402

**TRADEMARK
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11-05-2002

Form PTO-1594
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102271999

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

20-52-01

RE

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

1. Name of conveying party(ies):

Protect America, Inc.

10-25-02

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: CIT Technology Financing Services, Inc.

Internal Address:

Street Address: 1 Tyco Drive

City: Livingston State: NJ Zip: 07039

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

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ASSIGNMENTS

3. Nature of conveyance:

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

Execution Date: 02/05/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional number(s) attached Yes No

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

Name: Linda K. Connolly, Esq.

Internal Address: Pitney Hardin Kipp & Szuch, LL

P.O. Box 1945, Morristown, NJ 07962-1945

Street Address: 200 Campus Drive

City: Florham Park State: NJ Zip: 07932

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

8. Deposit account number:

501145

DO NOT USE THIS SPACE

9. Signature.

Linda K. Connolly
Name of Person Signing

Signature

October 23, 2002
Date

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

12

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

11/04/2002 JTALLAH2 00000018 501145 2140195

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RECORDED: 07/21/2003

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