

RECORDED

10-02-2003  
102564845

To the Honorable Commissioner of Patents and Trademarks

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
CairnsAir, Inc.

*9.27.03*

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- 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: 08/27/03

2. Name and address of receiving party(ies)

Name: GlobalSecure Safety Products, Inc.

Internal Address: Suite 230

Street Address: 8701 Corporate Drive

City: Landover State: MD Zip: 20785

- 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) 2206295, 2174135

Additional number(s) attached  Yes  No

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

Name: Dana O. Lynch

Internal Address:

Whiteford, Taylor & Preston L.L.P.

Street Address: Seven Saint Paul Street

City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

2003 SEP 29 AM 7:51  
OPR/FINANCE

9. Signature.

40.00 OP  
25.00 OP

Dana O. Lynch  
Name of Person Signing

*Dana O. Lynch*  
Signature

09/29/03  
Date

Total number of pages including cover sheet, attachments, and document: 9

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

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made this 21 day of August, 2003, by and between CairnsAir, Inc., a Delaware corporation, having a place of business at 2020 Firedancer Lane, Bear, DE 19701, ("CairnsAir"), and GlobalSecure Safety Products, Inc., a Delaware corporation, having a place of business at 8701 Corporate Drive, Suite 230, Landover, Maryland 20785 ("GlobalSecure").

### Agreement

CairnsAir has adopted and used the trademarks set forth on Schedule A (the "Marks"), attached hereto and incorporated herein. Pursuant to terms and conditions of an Agreement of Transfer of Assets executed between the parties on August 21, 2003, CairnsAir desires to transfer, and GlobalSecure desires to acquire, any and all right, title and interest that CairnsAir has in and to the Marks, any U.S. and foreign registrations and/or pending applications therefor, including (without limitation) any domain names, together with all of the goodwill of the business symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof. For good and valuable consideration, the sufficiency and receipt of which CairnsAir acknowledges, CairnsAir agrees as follows:

#### 1. Assignment.

1.1 Trademarks/Corporate Name. CairnsAir hereby assigns and transfers to GlobalSecure all right, title, and interest in and to the Marks, any U.S. and foreign registrations and/or pending applications therefor, together with the goodwill symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof. CairnsAir hereby assigns and transfers to GlobalSecure all right, title, and interest in and to the CairnsAir, Inc. corporate name and any and all related trade names.

1.2 Domain Names. CairnsAir hereby assigns and transfers to GlobalSecure any and all of its right, title and interest in and to all of the domain names specified in Schedule A to this Assignment (collectively, the "Domain Names"). CairnsAir, upon execution of this Assignment, shall provide GlobalSecure with all usernames, passwords, electronic keys, documentation, and all other materials, whether in physical, electronic, or any other form, necessary to enable CairnsAir to access the records relating to such Domain Names.

2. Abandonment. In the event GlobalSecure and its subsidiaries and affiliates Abandon any Mark, then all rights assigned to GlobalSecure for such Abandoned Mark as set forth in Section 1.1 hereof shall automatically revert back CairnsAir. For purposes of this Assignment, GlobalSecure shall be deemed to have "Abandoned" a Mark upon either (a) GlobalSecure's continuous non-use of the mark for a period of thirty (30) months or (b) GlobalSecure's failure to satisfy the covenants set forth in Section 3 hereof following (i) written notice by CairnsAir of such failure and (ii) ninety (90) days to cure such failure. In the event that a currently registered Mark is not renewed, CairnsAir agrees that GlobalSecure would be unable to re-register such Mark within the cure period and that any failure to renew may be cured by the filing of a new application for federal registration of such Mark.

3. Covenants. As an assignee of the Marks, GlobalSecure covenants to prosecute and renew the currently registered Marks with the U.S. Patent & Trademark Office and protect such Marks against infringement by third parties, as determined by GlobalSecure in its sole discretion.

4. **Representations and Warranties.** CairnsAir represents, warrants and covenants that: (a) CairnsAir owns all right, title and interest in and to the Marks, free and clear of any liens, claims and encumbrances; (b) CairnsAir has the full and exclusive right to assign the Marks to GlobalSecure as provided herein; (c) it is not or shall not be obligated to make any royalty or other payment to any party with respect to the Marks (except annual domain name registration fees payable to the Domain Name Registrar); (d) neither the execution nor delivery of this Assignment by CairnsAir, nor the consummation of the transactions contemplated hereby, will result in the creation or imposition of any lien, nor will either violate, conflict with, or constitute a default under, the terms and conditions of any license or agreement to which CairnsAir may be subject; (e) there is no claim, litigation, action, suit, proceeding or any governmental inquiry or investigation pending or threatened by, against, or affecting the Marks; (f) none of the Marks infringe upon or otherwise violate the trademark, service mark, trade name or any other intellectual property or proprietary right of any other party or entity whatsoever; and (g) Schedule A contains a complete and accurate list of all registered and common law, U.S. and foreign, trademarks and service marks owned by CairnsAir.

5. **Indemnification.** CairnsAir agrees to indemnify, defend and hold GlobalSecure, its successors and permitted assigns, harmless of and from any damage, loss, cost or expense or any other liability of every nature, kind and description whatsoever (including, without limitation, reasonable attorneys' fees and expenses) incurred or suffered by GlobalSecure, by reason of or resulting from or arising out of: (a) any misrepresentation or breach of any representation, warranty, covenant or agreement herein; (b) any failure of CairnsAir to perform any of its obligations under this Assignment.

6. **Covenants.** Commencing as of the effective date of this Assignment, CairnsAir covenants and agrees in perpetuity never to: (a) use any trademark, service mark, corporate name, trade name, or domain name similar to any of the Marks for any purpose whatsoever, regardless of the goods or services with respect to which such use would pertain; or (b) dispute, contest, or aid or assist others in disputing or contesting, either directly or indirectly, the exclusive right, title, and interest of GlobalSecure in the Marks that have been provided to GlobalSecure hereunder in any jurisdiction.

7. **Further Assurances.**

7.1 Upon request, CairnsAir shall sign any further documents, if any, needed to confirm and/or effectuate that the Marks, or any portion thereof, are owned by GlobalSecure, and that all rights therein have been transferred and assigned to GlobalSecure, including without limitation the assignment to be recorded with the PTO attached hereto as Exhibit 1. Upon request, and at GlobalSecure's expense, CairnsAir shall take such steps as are reasonably necessary to enable GlobalSecure to record such assignments with any governmental or regulatory agencies in the United States or elsewhere.

7.2 With respect to any third party claim, action or suit related to the Marks, whether filed by or against the GlobalSecure, CairnsAir shall cooperate fully in connection therewith and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by GlobalSecure from time to time.

7.3 In the event that GlobalSecure shall be unable for any reason to obtain CairnsAir's signature on any document necessary for any of the purposes set forth in this Section, CairnsAir hereby irrevocably designates and appoints GlobalSecure and its duly authorized officers and agents as CairnsAir's agent and CairnsAir's attorney-in-fact to act for and in CairnsAir's behalf and stead to

execute and file any document necessary for any of the purposes set forth in this Assignment and/or in order to assure and confirm unto GlobalSecure the rights, powers and remedies conferred in this Assignment (or abandon such rights, powers and remedies in GlobalSecure's sole discretion) and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by CairnsAir.

**8. Miscellaneous.** This Assignment, including any exhibits and schedules attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, relating thereto. This Assignment may be amended or modified only in a writing executed by both parties. This Assignment shall inure to the benefit of, and shall be binding upon, the parties, their respective successors and permitted assigns. Executed copies of this Assignment may be delivered by facsimile transmission or other comparable electronic means. If for any reason any provision of this Assignment shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity, legality and enforceability of the remainder of this Assignment shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced. This Assignment shall be governed, enforced, performed and construed in accordance with the laws of the State of Maryland (excepting those conflicts of laws provisions which would serve to defeat application of Maryland substantive law). CairnsAir hereby submits to the exclusive jurisdiction of the state and/or federal courts located within the State of Maryland for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder. CairnsAir hereby expressly recognizes and acknowledges that extensive and irreparable damage would result in the event that this Assignment is not specifically enforced; therefore, GlobalSecure's rights hereunder shall be enforceable in a court of equity by a decree of specific performance and appropriate injunctive relief may be applied for and granted in connection therewith.

**[Signature page follows.]**

IN WITNESS WHEREOF, CairnsAir has caused the execution of this Trademark Assignment as of the 27 day of August, 2003.

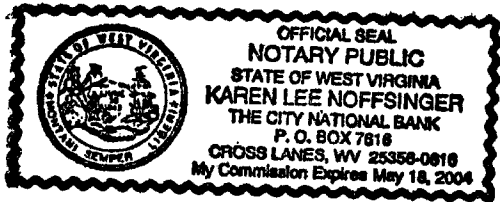
CAIRNSAIR, INC.

*Christopher E. Coombs*  
\_\_\_\_\_  
Christopher E. Coombs, President

STATE OF West Virginia COUNTY OF Kanawha, TO WIT:


On this 27 day of August, 2003, before me appeared Christopher E. Coombs, having been satisfactorily proven to be said person, being duly authorized, who signed this Assignment on behalf of CairnsAir, Inc.

*Karen Lee Noffsinger*  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: May 18, 2004



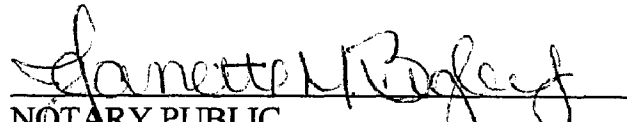
IN WITNESS WHEREOF, GlobalSecure has caused the execution of this Trademark Assignment as of the 27<sup>th</sup> day of August, 2003.

**GLOBALSECURE SAFETY PRODUCTS, INC.**

  
\_\_\_\_\_  
Craig Bandes, President

STATE OF Maryland, COUNTY OF Prince George, TO WIT:

On this 27<sup>th</sup> day of August, 2003, before me appeared Craig Bandes, having been satisfactorily proven to be said person, being duly authorized, who signed this Assignment on behalf of GlobalSecure Safety Products, Inc.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 3-4-06

JEANETTE M. BIGBY  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires March 4, 2006

**Schedule A**

**Registered Marks**

<b>MARK</b>	<b>USPTO REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
SENTRY	2206295	12/01/98
PIONEER	2174135	07/21/98

**Common Law Marks**

<b>MARK</b>	<b>GOODS</b>
SCOUT	Life support systems, namely, supplied air respirator for firefighting and industrial applications
LIFELINK JR. -	Life support systems, namely, self-contained breathing apparatus for firefighting and industrial applications
EXPLORER	Life support systems, namely, self-contained breathing apparatus for firefighting and industrial applications
COURIER	Life support systems, namely self-contained breathing apparatus for firefighting and industrial applications
ACTIONBAK	Life support systems, namely self-contained breathing apparatus for firefighting and industrial applications
PIONEER PRO	Life support systems, namely self-contained breathing apparatus for firefighting and industrial applications
PRO PATH II	Life support systems, namely personal alarm safety system / non-motion alarm for firefighting and industrial applications
ALERTAIR	Life support systems, namely self-contained breathing apparatus for firefighting and industrial applications
BASELINE PIONEER	Life support systems, namely self-contained breathing apparatus for firefighting and industrial applications

**Domain Names**

CAIRNSAIR.COM

**ASSIGNMENT OF TRADEMARKS**

**WHEREAS**, CairnsAir, Inc., a Delaware corporation, having a place of business at 2020 Firedancer Lane, Bear, DE 19701, ("CairnsAir"), is the owner of the marks set forth on Schedule A, which are currently registered with the United States Patent and Trademark Office (the "PTO") (the "Marks");

**WHEREAS**, GlobalSecure Safety Products, Inc., a Delaware corporation, having a place of business at 8701 Corporate Drive, Suite 230, Landover, Maryland 20785, ("GlobalSecure"), desires to acquire any and all rights that CairnsAir has in and to the Marks, and the registrations therefor, together with the goodwill of the business symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, CairnsAir hereby assigns and transfers to GlobalSecure all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations therefor, along with the right to recover for damages and profits for past infringements thereof.

**IN WITNESS WHEREOF**, the Assignor has caused the execution of this Assignment as of the \_\_\_\_\_ day of August, 2003.

**CAIRNSAIR, INC.**

\_\_\_\_\_(SEAL)  
Christopher E. Coombs, President

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, TO WIT:

On this \_\_ day of August, 2003, before me appeared Christopher E. Coombs, having been satisfactorily proven to be said person, being duly authorized, who signed this Assignment on behalf of CairnsAir, Inc.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



Schedule 1

Registered Marks

MARK	USPTO REGISTRATION NO.	REGISTRATION DATE
SENTRY	2206295	12/01/98
PIONEER	2174135	07/21/98

1507374

WHITEFORD, TAYLOR & PRESTON  
L.L.P.

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COLUMBIA, MARYLAND 21044  
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FAX 410 884-0719

1317 KING STREET  
ALEXANDRIA, VIRGINIA 22314-2928  
TELEPHONE 703 836-5742  
FAX 703 836-0265

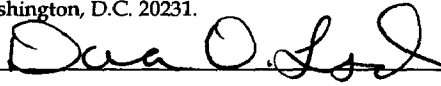
DANA O. LYNCH  
DIRECT NUMBER  
410 347-8703  
dlynch@wtplaw.com

September 29, 2003

ET 011927918 US

VIA "EXPRESS MAIL POST OFFICE  
TO ADDRESSEE" SERVICE

Commissioner of Patents and Trademarks  
Box ASSIGNMENTS/FEE  
Washington, D.C. 20231

"EXPRESS MAIL" MAILING LABEL NUMBER: DATE OF DEPOSIT: September 29, 2003  I hereby certify that this paper or fee is being deposited with the United States Postal Service "EXPRESS MAIL POST OFFICE TO ADDRESSEE" service under 37 C.F.R. § 1.10 on the date indicated above and is addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.  Signature
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Re: Recordation of Trademark Assignment from CairnsAir, Inc. to  
GlobalSecure Safety Products, Inc.

Dear Sir or Madam:

Please find enclosed for filing: a copy of a Trademark Assignment from CairnsAir, Inc. to GlobalSecure Safety Products, Inc., a PTO Recordation Form Cover Sheet, and a check in the amount of \$65.00 for recordation of the Trademark Assignment. Hereinabove is a Certificate of Mailing as provided in 37 C.F.R. § 1.10.

Please acknowledge your receipt of the enclosed filing by date-stamping the enclosed, self-addressed post card and returning it to the undersigned. Thank you for your attention to this matter.

Respectfully submitted,

  
Dana O. Lynch

Enclosures

cc: Mr. Craig R. Bades  
Sonia Galindo, Esquire

1516872

RECORDED: 09/29/2003

TRADEMARK  
REEL: 002836 FRAME: 0395