

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):  
 Copstal Security, Inc.  
 1860 East Tremont Avenue  
 Bronx, New York 10460

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

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

2. Name and address of receiving party(ies)  
 Name: Copstal Security LLC  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 1860 East Tremont Avenue  
 City: Bronx State: NY Zip: 10460

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 6/11/04

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2,401,848  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Jessica Rothstein  
 Internal Address: Goodwin Procter LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 599 Lexington Avenue  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10022

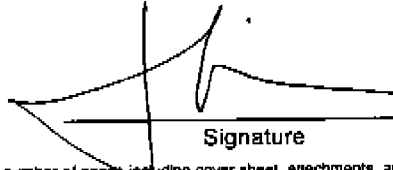
6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
06-0923

DO NOT USE THIS SPACE

9. Signature.  
 Jessica Rothstein \_\_\_\_\_  
 Name of Person Signing

 \_\_\_\_\_  
 Signature

June 10, 2004 \_\_\_\_\_  
 Date

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

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

CH \$40.00 060923 2401848

**NOTICE OF  
TRADEMARK ASSIGNMENT**

The Effective Date is June 11, 2004

**WHEREAS**, Copstat Security, Inc., a corporation organized and existing under the laws of the State of New York, having its principal place of business at 1860 East Tremont Avenue, Bronx, NY 10460 ("*Assignor*") has adopted and used the trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (the "*Marks*") and as of the Effective Date of this Notice of Trademark Assignment ("*Assignment*") was using and was the owner of the registrations of such Marks in the United States Patent and Trademark Office;

**WHEREAS**, Copstat Security LLC , a limited liability company organized and existing under the laws of the State of Delaware, and having a place of business at 1860 East Tremont Avenue, Bronx, NY 10460 ("*Assignee*"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof;

**WHEREAS**, the Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 11, 2004 (the "*Purchase Agreement*") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, the Marks; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor conveyed to Assignee substantially all of the assets of a going business.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof and subject to the terms and conditions of the Purchase Agreement, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.
3. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

*[The remainder of this page has been intentionally left blank.]*


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on the date first set forth above, with effect as of the date first set forth above.

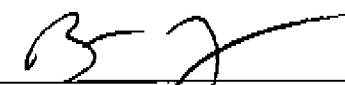
ASSIGNOR:

ASSIGNEE:

COPSTAT SECURITY, INC.

COPSTAT SECURITY, LLC

By:   
Name: Ronald T. Bellistri  
Title: CEO

By:   
Name: Brett L. Prager  
Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

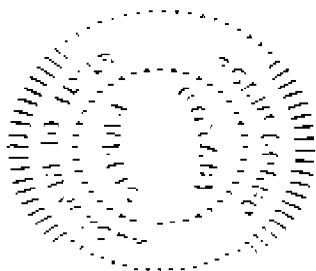
STATE OF New York  
COUNTY OF New York ) SS.

On this 9<sup>th</sup> day of June 2004, before me personally appeared Ronald T. Bellistri, to me personally known, who, being by me duly sworn, did say that (s)he is the CEO of Copstat Security, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

ROBIN CORBO  
Notary Public, State of New York  
No. 01CO6017998  
Qualified in New York County  
Commission Expires Dec. 21, 2006

Robin Corbo  
Notary Public  
My Commission Expires: Dec. 21, 2006



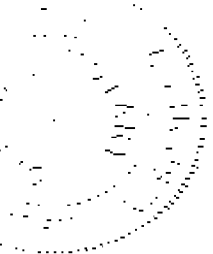
STATE OF New York  
COUNTY OF New York ) SS.

On this 9th day of June 2004, before me personally appeared Brett L. Proger, to me personally known, who, being by me duly sworn, did say that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Ricia V. Augusty  
Notary Public  
My Commission Expires: March 20, 2007

RICIA V. AUGUSTY  
Notary Public, State of New York  
No. 43-6040635  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires March 20, 2007



**EXHIBIT A**

**MARKS**

United States	Copstat	Issued	100 and 101	2,401,848	11/7/00
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