

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Honeywell International, Inc.		06/28/2004	CORPORATION: DELAWARE
Honeywell Intellectual Properties Inc.		06/28/2004	CORPORATION: ARIZONA

RECEIVING PARTY DATA	
Name:	SecurityCo, Inc.
Street Address:	GTCR Golder Rauner, L.L.C., 6100 Sears Tower
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2376604	INTELLIGUARD
Registration Number:	2024202	INTELLIGUARD 9000
Registration Number:	1579365	INTELLIGUARD 5505
Registration Number:	1991619	PROTECTIONNET

CORRESPONDENCE DATA	
Fax Number:	(312)863-7812
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-863-7190
Email:	nathaniel.panek@goldbergekohn.com
Correspondent Name:	Nathaniel Panek
Address Line 1:	55 E. Monroe Street
Address Line 2:	Ste. 3700
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.075
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NAME OF SUBMITTER:

Nathaniel Panek

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 28, 2004 ("Effective Date") by and between HONEYWELL INTERNATIONAL INC., a Delaware corporation, with its principal office at 101 Columbia Road, Morristown, New Jersey 07962 and HONEYWELL INTELLECTUAL PROPERTIES INC., an Arizona corporation, with its principal office at 101 Columbia Road, Morristown, New Jersey 07962 ("Assignors"), and SECURITYCO. INC. a Delaware corporation, with an office at 6100 Sears Tower, Chicago, IL 60606 ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated April 30, 2004 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, the United States trademark registrations set forth on Schedule A attached hereto, the foreign trademark registrations and applications set forth on Schedule B attached hereto, and the unregistered trademark set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignors represent and warrant that: (i) they have the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (ii) they have not executed, and will not execute, any agreement or other instrument in conflict herewith.

* * * * *

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


HONEYWELL INTERNATIONAL INC.

SECURITY CO. INC.

Name: Brian V Cook
Title: DIRECTOR CORP.
DEVELOPMENT

Name: _____
Title: _____


HONEYWELL INTELLECTUAL PROPERTIES INC.

Name: Brian V Cook
Title: DIRECTOR CORP.
DEVELOPMENT

* * * * *

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

HONEYWELL INTERNATIONAL INC.

Name: _____

Title: _____

SECURITY CO. INC.

Name: _____

Title: *President*

HONEYWELL INTELLECTUAL PROPERTIES INC.

Name: _____

Title: _____

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2,376,604	8/15/00	INTELLIGUARD
2,024,202	12/17/96	INTELLIGUARD 9000
1,579,365	1/23/90	INTELLIGUARD 5505
1,991,619	8/6/96	PROTECTIONNET

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS

Country	Trademark No.	Registration Date	Mark
Canada	TMA458,248	5/31/96	INTELLIGUARD 9000

FOREIGN TRADEMARK APPLICATIONS

Country	Trademark Appl. No.	Filing Date	Mark
Australia	757122	3/13/98	PROTECTIONNET
Australia	757123	3/13/98	PROTECTIONNET & Design

SCHEDULE C

UNREGISTERED TRADEMARKS

EDATAMANAGER