

01-02-2004

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

RE 1



102636942

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): 12.29.03

Protector Safety Industries Pty Limited

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 31, 2001

2. Name and address of receiving party(ies)

Name: ADT Services AG

Internal Address:

Street Address: Schwertstrasse 9

City: Schaffhausen State: Switzerland Zip: CH-8200

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

Other foreign 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

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

A. Trademark Application No.(s)

75/824906

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Daniel N. Daisak

Internal Address:

Tyco Fire & Security Services

Street Address: One Town Center Road

City: Boca Raton State: FL Zip: 33486

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:

19-1346

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel N. Daisak

Name of Person Signing

Signature

12/22/03

Date

5

12/31/2003 DBYRNE 00000134 191346 75824906 Total number of pages including cover sheet, attachments, and document:

01 FC:8521 40.00 DA

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

TRADEMARK REEL: 002889 FRAME: 0390

Dated 21 August 2001

Protector Safety Industries Pty Limited

and

ADT Services AG

TRADE MARK ASSIGNMENT

This Trade Mark Assignment is made on the 30^r day of August 2001

Between

Protector Safety Industries Pty Ltd (ABN 41 000 377 817) of Level 4, 194 Miller Street, North Sydney, 2060 (the "Assignor"); and

ADT Services AG of Schwertstrasse 9, CH-8200 Schaffhausen, Switzerland (the "Assignee").

Whereas:

- (1) the Assignor is the legal and beneficial owner and proprietor of the trade marks registered in the United States of America, particulars of which are set out in the Schedule (the "Trade Marks");
- (2) the Assignor has agreed to assign all its right, title and interest in and to the Trade Marks to the Assignee for the consideration and on the terms set out in this Agreement.

It is agreed as follows.

Assignment

1. In consideration of the sum of £1 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns free from all encumbrances with full title guarantee:
 - (a) all of the Assignor's right, title and interest in the Trade Marks including the benefit of the applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee;
 - (b) any common law rights and all of the goodwill attaching to the Trade Marks; and
2. This Assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing-off or for otherwise infringing the rights of the Assignor in the Trade Marks); and
3. The Assignee hereby accepts the assignment.

Further assurance

4. The Assignor agrees to execute such further documents and provide such further assistance as may be reasonably required by the Assignee to obtain the full benefit of the assignment herein.
5. At the request and expense of the Assignee, the Assignor shall provide all reasonable assistance which the Assignee considers necessary in connection with:
 - (a) obtaining the grant of a registered trade mark pursuant to any application therefor listed in the Schedule; and
 - (b) bringing or defending any proceedings relating to any of the rights assigned by Clause 1 hereof.

Law and jurisdiction

6. This Assignment shall be governed by and construed in accordance with New South Wales law.

7. The parties irrevocably agree that the Courts of New South Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement. The parties irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

In witness whereof this Agreement has been entered into on the date stated at the beginning.

SIGNED by
on behalf of **Protector Safety
Industries Pty Ltd**
in the presence of:

} 


SIGNED by
on behalf of **ADT Services AG**
in the presence of:

by its Attorney
Tracey Joanne Roper

} 

Schedule

country	TRADEMARK	CLASS	TRADEMARK NO.	RENEWAL DATE	DATE APPL. LODGED	STATUS	DATE OF LAST ACTION	NOTES	COMPANY OWNED BY
UNITED STATES	PROTECTOR SAFETY & PS LOGO	9	1717683	27.10.02		Registered			Protector Safety Industries Ltd
UNITED STATES	SABRE	9, 10	75/824906		18.10.99	Pending			Protector Safety Industries Pty Ltd