

02-25-2004

torney Docket No. 028975.02514US

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

2.19.04



To the Honorable Commissioner of Patents and

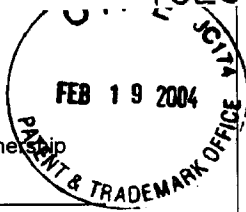
Documents or copy thereof.

1. Name of conveying party(ies):

102678939

The Wackenhut Corporation

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



Name: **Wackenhut U.S. Properties, Inc.**

Address: **4200 Wackenhut Drive
Palm Beach Gardens, Florida 33410**

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation (Delaware)
- Other: Trustees

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of Conveyance:

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

Additional name(s) & address(es) attached?
 Yes No

Execution Date: **January 26, 2004**

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

A. Trademark Application No.(s)

76/509,706
76/508,794
76/508,795

B. Trademark Registration No(s).

1,419,496	2,013,017
1,435,032	2,743,848
1,253,169	2,271,514
1,196,133	2,271,515
1,519,290	2,342,975
2,168,605	

Additional numbers attached? Yes No

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

James F. McKeown, Esq.
CROWELL & MORING LLP
P.O. Box 14300
Washington, D.C. 20044-4300

6. Total number of applications and registrations involved: 14

7. Total Fee (37 CFR 3.41): \$365.00
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 05-1323
 Authorized to be charged to Deposit Account

8. Deposit Account No. 05-1323

(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

Name: James F. McKeown

February 19, 2004
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS, AND DOCUMENT: 5

DO NOT USE THIS SPACE

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

02/24/2004 LUMELLER 0000096 76509706
01 FC:6521
02 FC:6522

ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into as of the 26th day of January of 2004, between The Wackenhut Corporation, a Florida corporation, with principal offices at 4200 Wackenhut Drive #100, Palm Beach Gardens, Florida (“Parent”), and Wackenhut U.S. Properties, Inc., a Delaware corporation, with its office at 4200 Wackenhut Dr. Palm Beach Gardens, FL 33410 (“Subsidiary”).

BACKGROUND

The background of the Assignment Agreement is that Subsidiary is a wholly-owned subsidiary of Parent and shares in the goodwill that has become associated with Trademarks adopted and used by Parent. Subsidiary has accepted the proposed capital contribution of Parent to transfer to Subsidiary all of its right, title and interest in and to the following assets:

- 1) certain trademarks as more particularly described in Schedule A, attached hereto and made part hereof (the “Trademarks”) and the shared goodwill associated therewith.

Parent will continue to use the Trademarks under terms and conditions acceptable to Subsidiary with regard to quality control.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and for good and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Exhibit B

- (A) Parent hereby assigns, transfers and conveys in accordance with IRC Subsection 351 to Subsidiary all right, title and interest in and to the Trademarks and the shared goodwill associated therewith.
- (B) Subsidiary hereby acknowledges existing encumbrances, if applicable, and assumes all liabilities and obligations existing or arising in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.
- (C) Without limiting the foregoing provisions, Parent agrees to take whatever further action is deemed necessary or appropriate by Subsidiary to properly and completely effect the transfer of the Trademarks to Subsidiary, to use the Trademarks under terms and conditions acceptable to Subsidiary with regard to quality control and to establish full custody and ownership of the Trademarks by Subsidiary.
- (D) This Assignment Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflict of laws principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

Exhibit B

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement as of this 26th day of January, 2004 and affixed their respective corporate seals hereto.

Wackenhut Corporation

By: 

Name: Ian Green

Title: Vice President

Wackenhut U.S. Properties, Inc.

By: 

Name: Robert L. Kilbride

Title: Vice President and Secretary

SCHEDULE A

Name	U.S. Registration #	Class
Wackenhut Training Institute	1,419,496	Int. 41, US 107
Professionalism with Integrity	1,435,032	Int. 42, US 100
WACKENHUT & Design (Globe)	1,253,169	Int. 42, 35 US 100
WACKENHUT	1,196,133	Int. 9, 16 & 42 US 21, 26, 38, 100
WACKENHUT SERVICES INCORPORATED & Design	1,519,290	Int. 42 US 100
WITS (Wackenhut Incident Tracking System)	2,168,605	Int. 9 US 21, 23, 26, 36 & 38
CUSTOM PROTECTION OFFICER	2,013,017	Int. 42 US 100 & 101
QUALITY WORKS	2,743,848	Int. 42 US 100
WACKENHUT CORRECTIONS & Design (LINED FOR COLOR)	2,271,514	Int. 35, 36, 37 & 42 US 100, 101 & 102
WACKENHUT CORRECTIONS & Design (SHADED)	2,271,515	Int. 35, 36, 37 & 42 US 100, 101, 102, 103 & 106
ANYTHING2SAY	76/509,706	Int. 35
SAFE2SAY	76/508,794	Int. 35
VICOMM	76/508,795	Int. 35
SAVE-A-FRIEND	2,342,975	Int. 42