## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Protection One Alarm Monitoring, Inc.		06/17/2004	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ASAP Security Services, Inc.
Street Address:	9150 Royal Lane
Internal Address:	Suite 140
City:	Irving
State/Country:	TEXAS
Postal Code:	75063
Entity Type:	CORPORATION: KANSAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2399351	PROSTAR
Registration Number:	2392978	PROSTAR

## CORRESPONDENCE DATA

Fax Number: (214)999-3623

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2149994682

Email: lhemphill@gardere.com Correspondent Name: Gardere Wynne Sewell LLP

Address Line 1: 1601 Elm Street

Address Line 2: 3000 Thanksgiving Tower Address Line 4: Dallas, TEXAS 75201-4761

ATTORNEY DOCKET NUMBER: 125187-3002

NAME OF SUBMITTER: Lisa R. Hemphill

Total Attachments: 5

900012203

TRADEMARK REEL: 002925 FRAME: 0297

source=Protect1Alarm#page1.tif source=Protect1Alarm#page2.tif source=Protect1Alarm#page3.tif source=Protect1Alarm#page4.tif source=Protect1Alarm#page5.tif

TRADEMARK

**REEL: 002925 FRAME: 0298** 

SERVICE MARK AND TRADE NAME ASSIGNMENT

This Assignment is between PROTECTION ONE ALARM MONITORING, INC., a

corporation of the State of Delaware ("ASSIGNOR") and ASAP SECURITY SERVICES, INC., a

corporation of the State of Kansas ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, or is using the marks listed on Schedule A,

attached hereto, which are registered in the United States Patent and Trademark Office with

registration numbers as indicated; and

WHEREAS, ASSIGNOR has adopted, used, or is using the marks on Schedule B for

various goods and services related to the installation and maintenance of security systems; and

WHEREAS, ASSIGNOR has adopted, used, or is using the trade names on Schedule C;

and

WHEREAS, ASSIGNEE, is desirous of acquiring said marks and registrations of

Schedule A, the common law right associated with said marks of Schedule B and any right

associated with the trade names in Schedule C;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby

acknowledged, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE all right, title and

interest in and to the marks and registrations of Schedule A, the marks of Schedule B, and the

trade names of Schedule C, together with the goodwill of the business symbolized by the marks of

Schedule A and Schedule B and the trade names of Schedule C, and in and to all income,

royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and

in and to all causes of action in law or in equity for past, present or future infringement of the

marks and registrations of Schedule A, the marks of Schedule B, and the trade names of

Schedule C, and to all rights corresponding to the foregoing throughout the world.

SERVICE MARK AND TRADE NAME ASSIGNMENT -- Page 1 008463 000070 DALLAS 1711134.1

TRADEMARK

This Assignment does not include an assignment of any right to use the word "Security" in its generic or descriptive sense, or in connection with any words or phrases that do not contain or include the word "ProStar." Assignor expressly reserves a right to continue to use the word "Security" generically, descriptively or otherwise in connection with any other marks and/or trade names it owns or may hereafter acquire, provided such use does not include the word "ProStar."

This assignment does not include an assignment of any right to use or assign to any other person for use the phrase "An Authorized Protection One® Dealer" or any of the words within that phrase. Assignor expressly reserves to itself the sole and exclusive right to use that phrase and the registered Protection One® trade name and service mark.

This Assignment executed at Dallas, Texas, this	17 day of June, 2004.
	PROTECTION ONE ALARM MONITORING, INC.
	By:
	~

STATE OF Kansas §

COUNTY OF <u>Sedqwick</u> §

On this 17 day of \_\_\_\_\_\_, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared kichard Grashu, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

JULIE LUTTRELL

Notary Public - State of Kansas

My Appt. Expires 05/08/06

Notary Public, State of Texas

Title: President & CEO

My commission expires: 05/08/06

# SCHEDULE A REGISTRATIONS

Registration No.	Mark	Registration Date
2399351	PROSTAR	October 31, 2000
2392978	ProStar SECURITY	October 10, 2000
	AN AUTHORIZED PROTECTION ONE® DEALER	

TRADEMARK REEL: 002925 FRAME: 0301

## **SCHEDULE B**

Mark		
ProStar		
ProStar Security		

# **SCHEDULE C**

Trade Name	
ProStar	
ProStar Security	

SERVICE MARK AND TRADE NAME ASSIGNMENT – Page 5 008463 000070 DALLAS 1711134.1

**RECORDED: 08/27/2004** 

TRADEMARK REEL: 002925 FRAME: 0303