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an Arizona

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "ASSIGNMENT") is made and entered into as of September 24, 2004 (the "EFFECTIVE DATE") by and between U.S. CURRENCY PROTECTION CORPORATION, a Delaware corporation ("ASSIGNOR"), and 3SI SECURITY SYSTEMS, INC., a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR wishes to assign to ASSIGNEE, and ASSIGNEE wishes to acquire from ASSIGNOR, the trademarks, registrations, and registration applications set forth on Schedule A attached hereto (collectively, the "ASSIGNED TRADEMARKS"),

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers, and sets over to ASSIGNEE its entire right, title, and interest in and to the ASSIGNED TRADEMARKS, together with the goodwill of the business symbolized in the ASSIGNED TRADEMARKS, and all other corresponding rights that are or may be secured under the laws of the United States and 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 ASSIGNOR if this ASSIGNMENT had not been made, together with all income, royalties, damages, 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 ASSIGNED TRADEMARKS, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

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ASSIGNOR hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this ASSIGNMENT;

ASSIGNOR hereby authorizes and requests 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 ASSIGNED TRADEMARKS.

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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this ASSIGNMENT to be executed by their duly authorized representatives as of the EFFECTIVE DATE.

"ASSIGNOR"

U.S. CURRENCY PROTECTION CORPORATION, a corporation

an Arizona

By: [Signature]
Name: Grant B. Kasper
Title: PRESIDENT

STATE OF ARIZONA)
COUNTY OF MOHICAPI) ss.

On this 24 day of Sept, 2004, before me, the undersigned notary public, personally appeared Grant B. Kasper (name of document signer), proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as partner for _____, a corporation)
(as President for US Currency Protection, a corporation)
(as attorney in fact for _____, the principal)
(as _____ for _____, (a) (the) _____)

[Signature]
Notary Signature
[Seal]



My commission expires Oct 13, 2005

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"ASSIGNEE"

3SI SECURITY SYSTEMS, INC.,
a Delaware corporation

By: 
Aseem K. Gird
Secretary and Assistant Treasurer

Kingdom of England
City of London



STATE OF CALIFORNIA)



COUNTY OF _____)

On this 23 day of September, 2004, before me, the undersigned notary public, personally appeared Aseem K. Gird, proved to me through satisfactory evidence of identification, which were U.S. Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

(as the Secretary and Assistant Treasurer for 3SI Security Systems, Inc., a Delaware corporation)


Notary Signature
(Seal)

My commission expires
NOTARY PUBLIC
LONDON, ENGLAND
IAIN A. ROGERS
(My Commission expires with Life)




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SCHEDULE A

Registration or Serial Number	Mark	Country
1,190,509	CURRENCY GUARD	United States
1,860,775	TRAP PACK	United States
1,818,371	SOFLEX	United States
	US Currency Protection Corp.	
		
	USPCP	
		
	Global Pursuit Systems	
		

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