

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
DIRECT LINK EMERGENCY MONITORING, INC.		12/31/2003	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	H.H. FRANCHISING SYSTEMS, INC.		
Street Address:	10700 Montgomery Road		
Internal Address:	Suite 300		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2356367	DIRECT LINK	
CORRESPONDENCE DATA			
Fax Number:	(513)831-6010		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-831-6660		
Email:	barrynelson@msn.com		
Correspondent Name:	Barry Nelson		
Address Line 1:	575 Chamber Drive		
Address Line 4:	Milford, OHIO 45150-1478		
NAME OF SUBMITTER:	BARRY E. NELSON		
Signature:	/Barry E. Nelson/		
Date:	01/12/2005		

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Total Attachments: 1
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MEMORANDUM OF TRADEMARK ASSIGNMENT

DIRECT LINK EMERGENCY MONITORING, INC., with a place of business at 10700 Montgomery Road, Suite 300, Cincinnati, Ohio, 45242 ("Assignor"), is owner of the entire right, title and interest in and to a certain trademark known as DIRECT LINK (the "Trademark") and United States Trademark Registration No. 2,356,367 therefor (the "Registration"), as shown by the records of the United States Patent and Trademark Office.



H.H. FRANCHISING SYSTEMS, INC., an Ohio corporation with a place of business at 10700 Montgomery Road, Suite 300, Cincinnati, Ohio, 45242 ("Assignee"), desires to acquire the entire right, title and interest in and to the Trademark and the Registration.

Assignor has assigned the Trademark and the Registration to Assignee by an agreement entitled Asset Purchase Agreement dated December 31, 2003, and the parties now execute this Memorandum of Trademark Assignment in a form suitable for recordation with the United States Patent and Trademark Office.

THEREFORE, in consideration of the sum of ten dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, Assignor hereby sells, assigns and transfers unto said Assignee, its successors and assigns, all of its right, title and interest in and to the Trademark and the Registration, together with the goodwill of the business symbolized by the Trademark, and the right to sue for past infringement thereof; and Assignor hereby agrees that, upon request, its lawful representatives will sign all papers, and make all rightful oaths, and do all acts that Assignee, its successors or assigns, may consider reasonably necessary in order to effect such assignment.

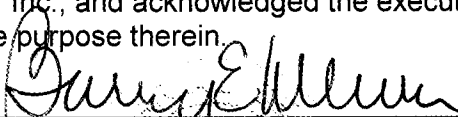
IN TESTIMONY WHEREOF, Assignor, by its duly authorized representative, hereby signs this Memorandum of Trademark Assignment as of the date written below.

DIRECT LINK EMERGENCY MONITORING, INC., Seller

By: 
Its: 

STATE OF OHIO, COUNTY OF HAMILTON: Ss.

On this 31 day of December 2003, before me, a Notary Public in and for the above County and State, personally appeared the above-named JOHN F. BUCKLES, personally known to me to be the President of Direct Link Emergency Monitoring, Inc., and acknowledged the execution of the foregoing instrument as a free act and deed for the purpose therein.


NOTARY PUBLIC
BARRY E. NELSON, ATTORNEY AT LAW
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 O.R.C.