

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Douglas D. Snyder		07/08/2003	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JBS Technologies, LLC		
<b>Also Known As:</b>	AKA "JBS Technologies" and "Bulldog Security"		
<b>Street Address:</b>	225 Technology Way		
<b>City:</b>	Steubenville		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43952		
<b>Entity Type:</b>	Limited Liability Company:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2929165	JBS TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)351-3082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(248) 351-3000		
<b>Email:</b>	mbisard@jaffelaw.com		
<b>Correspondent Name:</b>	Mark Bisard		
<b>Address Line 1:</b>	27777 Franklin Road		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48034-8214		
<b>NAME OF SUBMITTER:</b>	Mark Bisard		
<b>Signature:</b>	/mbisard/		
<b>Date:</b>	06/07/2005		

CH \$40.00 2929165

**Total Attachments: 6**

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## TRADEMARK AGREEMENT

This Trademark License and Conditional Assignment, effective on the 8<sup>th</sup> day of July, 2003, is made and entered into between Douglas D. Snyder, an individual and citizen of the United States, having an address at 6134 County Road 58, Bergholz, Ohio 43953 (hereinafter "Licensor"), and JBS Technologies, LLC, a Delaware limited liability company, having a principal place of business at 225 Technology Way, Steubenville, Ohio 43952 (hereinafter "Licensee").

WHEREAS, this Trademark Agreement is entered into in conjunction with a purchase of substantially all of the assets of Jon Snyder, Inc., an Ohio corporation, having a principal place of business at 225 Technology Way, Steubenville, Ohio 4395 by Licensee;

WHEREAS, Licensor is the owner of trademark identified in the attachment hereto marked Exhibit A, and the associated trademark application therefor (hereinafter "Licensed Mark");

WHEREAS, Licensor had and continues to have a bona fide intent to use the Licensed Mark in the United States and else-where in connection with the promotion, sale of the goods listed in the associated trademark application, namely, aftermarket electronic automotive accessories, namely remote starters, keyless entry systems and car security alarm systems, and aftermarket electronic automotive accessories, namely mobile entertainment systems comprised primarily of radio receivers, recorded music players and speakers for motor vehicles;

WHEREAS, Licensee desires an exclusive right to use, and Licensor desires to grant to Licensee the right to use the Licensed Mark in connection with the promotion and sale of goods to be rendered by Licensee; and

WHEREAS, Licensee desires to acquire the Licensed Mark and Licensor desires to assign the Licensed Mark to Licensee conditioned upon commencing use of the Licensed Mark and the filing of an amendment under 15 U.S.C. Section 1051(c) or a verified statement of use under 15 U.S.C. Section 1051(d) by or on behalf of Licensor.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound, the parties hereby agree as follows:

1. Licensor hereby grants to Licensee an exclusive, irrevocable, non-divisible, royalty-free, perpetual, worldwide license to use the Licensed Mark, and to enjoy the goodwill symbolized thereby in connection with the promotion and sale of aftermarket electronic automotive accessories, namely remote starters, keyless entry systems and car security alarm systems, and aftermarket electronic automotive accessories, namely mobile entertainment systems comprised primarily of radio receivers, recorded music players and speakers for motor vehicles.

2. Licensee shall have the right to assign, transfer, sub-license or otherwise encumber the rights granted herein without prior written approval of Licensor.

3. Licensor shall assign and transfer to Licensee the rights, title and interests of the Licensed Mark upon commencing use of the Licensed Mark in connection with the goods listed in the associated application by or on behalf of Licensor, and the filing an amendment under 15 U.S.C. Section 1051(c) or a verified statement of use under 15 U.S.C. Section 1051(d) by or on behalf of Licensor. The license granted herein shall terminate upon such assignment and transfer from Licensor to Licensee.

4. Licensee acknowledges that the continued maintenance of the significance and value of the Licensed Mark and its associated goodwill, the continued maintenance of the quality standards, and the merchandising of the products associated with the Licensed Mark are all essential elements of the license granted herein. Therefore, the quality, specifications, nature and all other aspects of the goods used in connection with the Licensed Mark and all media depicting the Licensed Marks shall at all times be subject to the control and approval of Licensor.

5. Licensee shall give Licensor notice of any known or presumed infringement of the Licensed Mark, and Licensee shall render Licensor full cooperation for the protection of the Licensed Mark. Licensor shall have the right, but not the duty, to bring or participate in any action it reasonably believes is necessary or beneficial to rights in the Licensed Mark. Should Licensor decide not to take any action against such known or presumed infringement, Licensee shall have the right, but not the duty, to bring or participate in any action it reasonably believes is necessary or beneficial to rights in the Licensed Mark, and Licensor shall render Licensee full cooperation for the protection of the Licensed Mark. The costs incurred and recoveries made in an action brought or participated in by Licensee shall be for the account of the Licensee.

6. In the event Licensee does not comply with any provisions of this Agreement and Licensor elects to give Licensee written notice of such noncompliance, Licensee shall have twenty (20) days from the receipt of such notice to remedy the non-compliance.

7. Licensor shall not indemnify or hold harmless Licensee against any claims, suits, loss or damage arising out of the use by Licensee of the Licensed Mark. Licensee agrees to indemnify Licensor and to defend Licensor against and

hold harmless Licensor from any claims, suits, liabilities, loss or damage (including without limitation, costs and expenses and reasonable attorneys' fees) by a third party arising out of Licensee's use of the Licensed Mark in connection with products licensed hereunder including any claims, suits, loss or damage arising out of alleged defects in Licensee's products.

8. Upon reasonable request by Licensor, Licensee shall provide access to its relevant records for inspection or auditing, for the purpose of permitting or assisting Licensor to determine compliance with the terms of this Agreement.

9. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants, or undertakings other than those contained in this Agreement, which represents the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof, and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights. No person, firm, group, or corporation other than Licensee and Licensor shall be deemed to have acquired any rights by reason of anything contained in this Agreement, except as provided in paragraphs 2 and 7.

10. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

11. The license granted herein is irrevocable and shall continue unless and until terminated as provided in paragraph 3.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio (exclusive of Ohio's conflict of laws principles).

14. In the event that any provision of this Agreement is deemed to be void and unenforceable, such provision shall be construed as having no effect, and the remainder of this Agreement shall remain otherwise enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LICENSOR:

LICENSEE:

JBS Technologies, LLC

a Delaware Limited Liability Company

By: 

Douglas D. Snyder

By: 

Name: *Mark McCannan*

Title: *Managing Member*

Date: *7/8/03*

**EXHIBIT A**

<b>Mark</b>	<b>U.S. Application Serial No.</b>	<b>Filing Date</b>
JBS TECHNOLOGIES	76/238,310	April 10, 2001