

**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>
SafeTzone Technologies Corporation		08/19/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guest Enabled Services and Technology, LLC		
<b>Street Address:</b>	17F Everberg Road		
<b>City:</b>	Woburn		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01801		
<b>Entity Type:</b>	limited liability company:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2643977	SAFETZONE	
Registration Number:	2672846	LOCATIONSTATION	
Registration Number:	2684358	REGISTRATION	
Registration Number:	2595722	...WATCHING THE ONES YOU LOVE!	
Registration Number:	2822516	SAFETZONE LOCATOR	
Serial Number:	76570235	IDNOW!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)574-1776		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-574-4047		
<b>Email:</b>	jbartlett@goulstonstorrs.com		
<b>Correspondent Name:</b>	Julie W. Bartlett		
<b>Address Line 1:</b>	400 Atlantic Avenue		
<b>Address Line 2:</b>	Goulston & Storrs		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

OP \$165.00 2643977

NAME OF SUBMITTER:	Julie W. Bartlett
Signature:	/Julie W. Bartlett/
Date:	09/12/2005
Total Attachments: 3 source=safeTzone Assign#page1.tif source=safeTzone Assign#page2.tif source=safeTzone Assign#page3.tif	

## TRADEMARK ASSIGNMENT

WHEREAS, SafeTzone Technologies Corporation, a California corporation (“Assignor”), has adopted and used certain trademarks, trade names, logos and service marks as identified on Exhibit A (the “Registered Marks”), and has applied to register pursuant to Section 1(b) of the Trademark Act (15 U.S.C. §1051(b)) an additional mark, also as set forth on Exhibit A (together with the Registered Marks, the “Marks”), based on a *bona fide* intent to use such mark in commerce;

WHEREAS, Assignor entered into that certain Limited Liability Company Agreement of Guest Enabled Services and Technology, LLC, a Delaware limited liability company (“Assignee”) dated as of August 19, 2005 (the “LLC Agreement”), pursuant to which Assignor agreed to transfer substantially all of its assets to Assignee;

WHEREAS, pursuant to §4(a)(i) of the LLC Agreement, Assignor agreed to transfer, assign, deliver, set over and convey the Marks to the Assignee in connection with the transfer to Assignee of substantially all of the business associated with the Marks;

WHEREAS, Assignor now desires to transfer, assign, deliver, set over and convey to Assignee the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns unto Assignee all of Assignor’s rights, title and interest in and to the Marks, together with (a) all translations, adaptations, derivations, and combinations thereof, (b) any and all applications for registration, registrations, renewals and statements of use thereof in connection therewith; (c) all goodwill of the business symbolized by and associated with the Marks, and (d) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

Assignor hereby appoints each officer or other authorized representative of Assignee as Assignor’s true and lawful attorney-in-fact (“Attorney-in-Fact”), with full power of substitution, for Assignor and in its name, place and stead and on its behalf and for its use and benefit to execute and deliver all documents and instruments in such form and with such substance and to take all actions on behalf of Assignor that such Attorney-in-Fact deems necessary, advisable or appropriate in order to transfer to and vest in Assignee all of the foregoing rights in the Marks and to otherwise effectuate the assignment set forth herein, including without limitation any filings with the U.S. Patent and Trademark Office that may be necessary to reflect Assignee’s title to the Marks. Without limiting the foregoing, Assignee may file this Trademark Assignment in the U.S. Patent and Trademark Office without any notice to Assignor.

[signature page follows]

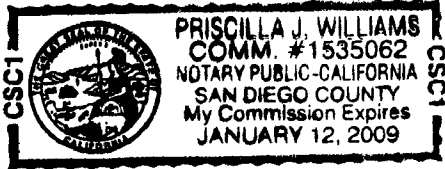
IN WITNESS WHEREOF, the Assignor, has executed this assignment on this 8th day of August, 2005, to be effective as of August 19, 2005.

SAFETZONE TECHNOLOGIES CORPORATION

By: Regan E. Kelly  
Name: Regan E. Kelly  
Title: Exec. V.P.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Diego )

On this 8th day of August, 2005, before me, the undersigned notary public, personally appeared Regan E. Kelly, proved to me through satisfactory evidence of identification, which was based on the undersigned's personal knowledge of his identity (or proved to the undersigned by presentation of a driver's license), to be the person whose name is signed on the preceding or attached document, and who acknowledged to the undersigned that he is the Executive V.P. of SafeTzone Technologies Corporation and that he signed such document as his free act and deed on behalf of SafeTzone Technologies Corporation for its stated purpose.



Priscilla Williams  
Notary Public  
My commission expires: 1/12/09

**EXHIBIT A**

**UNITED STATES TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Filing Date</b>
SAFETZONE	2,643,977	10/3/00
LOCATIONSTATION	2,672,846	10/3/00
REGISTRATION	2,684,358	10/3/00
WATCHING THE ONES YOU LOVE!	2,595,722	11/8/00
LOCATOR	2,822,516	11/21/02

**UNITED STATES TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
IDNOW!	76/570,235	1/13/04