

08-04-2005



RECORD/
TRAL 103055539
... ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Star Safe & Alarm, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: California
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: EXL Safe Company, LLC

Internal

Address: 101 Security Parkway

Street Address: _____

City: New Albany

State: Indiana

Country: USA Zip: 47150

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship Kentucky

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 26, 2005

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,331,456 and 1,107,005

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ADESCO and design
ADESCO

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura H. Pulliam

Internal Address: Ogden Newell & Welch PLLC

Street Address: 500 West Jefferson Street

City: Louisville

State: Kentucky Zip: 40202-2874

Phone Number: (502)560-4217

Fax Number: (502) 627-8717

Email Address: lpulliam@ogdenlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Laura H. Pulliam Signature

July 29, 2005

Date

Laura H. Pulliam

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/03/2005 GT0N11 00000009 2331456

01 FC:8521
02 FC:8522

40.00 OP
25.00 UP

TRADEMARK
REEL: 003200 FRAME: 0777

8-1-05

OPR/FINANCE
M12:23

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made this 26 day of July, 2005, by and between STAR SAFE & ALARM, INC., a California corporation, ("Assignor") and EXL SAFE COMPANY, LLC, a Kentucky limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to certain trademarks (collectively, the "Marks"), the trademark registrations, and all of the goodwill associated with the Marks, which are more fully described as follows:

Mark: ADESCO and design
Registration No.: 2,331,456
Registration Date: December 28, 1999
International Class No. 6: metal safes
International Class No. 9: electronic safes

Mark: ADESCO
Registration No.: 1,107,005
Registration Date: November 28, 1978
International Class No. 6: safes

WHEREAS, Assignee has purchased substantially all of the assets of Assignor, including the Marks, pursuant to an Asset Purchase Agreement by and among Assignor, Earl Glenn Halls, Steven Clay Halls, David Gene Halls, The Gene S. Halls Family Trust, The Glenn E. Halls Family Trust, Assignee and Fire King International, Inc. dated as of June 16, 2005.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, grant and convey to Assignee all right, title and interest in the Marks, all issued registrations with respect to same, as well as the goodwill of the business symbolized by the Marks and the right to sue for past infringement of the Marks. Assignor will execute any and all documents necessary to transfer ownership, title and registration of the Marks to Assignee.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment on the day and year first above written.

STAR SAFE & ALARM, INC.

By: 

Title: PRESIDENT

STATE OF California)
) SS:
COUNTY OF Los Angeles)

^{SAMC}
~~2005~~ Subscribed, sworn, and acknowledged before me this 26th day of July,
~~2002~~, by Karl Halls, as President of Star Safe & Alarm, Inc., on behalf of
the company.

My commission expires: 11-18-06

Susan T. Mc Donald
Notary Public

