

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Safeco Mfg. Incorporated		12/14/2005	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Protective Group, Inc.		
<b>Street Address:</b>	14000 NW 58TH CT.		
<b>City:</b>	Miami Lakes		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33014		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1531713	CHIEFTAIN 911	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(305)961-5812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	305-579-0812		
<b>Email:</b>	valcarcelm@gtlaw.com		
<b>Correspondent Name:</b>	Manuel Valcarcel, Esq.		
<b>Address Line 1:</b>	Greenberg Traurig, P.A.		
<b>Address Line 2:</b>	1221 Brickell Avenue		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>ATTORNEY DOCKET NUMBER:</b>	73290-010000		
<b>NAME OF SUBMITTER:</b>	Manuel Valcarcel		
<b>Signature:</b>	/manuel valcarcel/		
<b>Date:</b>	12/28/2005		

CH \$40.00 1531713

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is executed and delivered as of this 14<sup>th</sup> day of December, 2005 ("Effective Date") by Safeco Mfg. Incorporated, a Canadian corporation ("Assignor"), to and in favor of The Protective Group, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the CHIEFTAIN 911 trademark, including, but not limited to, the trademark registration identified on Schedule A attached hereto, and all common law or other rights in each case, together with the goodwill of the business associated therewith (the "Mark").

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other 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 Mark, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States of America or 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, at least 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 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 Mark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests that the Commissioner for Trademarks, and the corresponding entity or agency in each applicable foreign country, to record Assignee as the Assignee and owner of the Mark.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark (including the corresponding rights set forth in the above), free and clear of any liens, security interests, licenses, options or other encumbrances of any kind; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any

interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States of America or any other country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment shall be governed by and construed in accordance with the laws of the State of Florida and applicable U.S. federal law without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

SAFECO MFG. INCORPORATED, a Canadian corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTARY ACKNOWLEDGEMENT

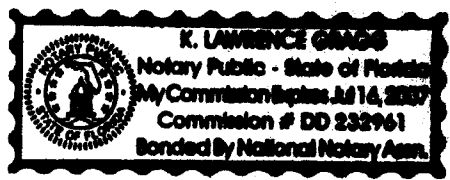
[LOCATION]

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The foregoing Assignment was acknowledged before me this 14<sup>th</sup> day of December, 2005 by Melvin A. Miller the President of Safeco Mfg. Incorporated a Canadian corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary: K. Lawrence Gagg  
Print Name: K. LAWRENCE GAGG

[NOTARIAL SEAL]  
Notary Public, \_\_\_\_\_  
My commission expires:



**ASSIGNEE:**

**THE PROTECTIVE GROUP, INC., a Delaware corporation**

By: [Signature]  
Name: ED CAREAGA  
Title: PRESIDENT

**NOTARY ACKNOWLEDGEMENT**

[LOCATION]

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SS:

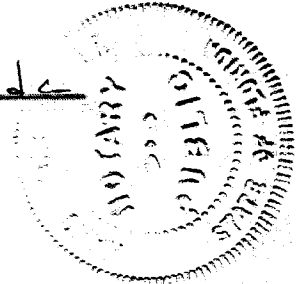
The foregoing Assignment was acknowledged before me this 16<sup>th</sup> day of December, 2005 by Ed Careaga, the CEO of The Protective Group, Inc., a Delaware corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary: [Signature]  
Print Name: NANCY KING MILLER

[NOTARIAL SEAL]  
Notary Public, State of Florida  
My commission expires:



Nancy King Miller  
My Commission DD230778  
Expires September 04, 2007



SCHEDULE A

MARK

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>	<u>GOODS/CLASS</u>
CHIEFTAIN 911	1,531,713	March 28, 1989	Helmets for firefighters - Class 9