TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Acceptance Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc., as Agent		12/21/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1827732	SUPERIOR FIRE PROTECTION

OP $40.00 1827732

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128637198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1345.278
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/28/2006

Total Attachments: 5
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ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT (this "Agreement") is entered into by and between the parties designated as Assignor ("Assignor") and Assignee ("Assignee") above the signatures of such parties on the Schedule of Terms attached hereto and hereby made an integral part hereof (the "Schedule of Terms") and relates to the Credit Agreement described in the Schedule of Terms (as the same has been amended, supplemented or otherwise modified to the date hereof and as it may hereafter be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Assignment and Assumption.

(a) Effective as of the Settlement Date specified in Item 4 of the Schedule of Terms (the "Settlement Date"), Assignor hereby sells and assigns to Assignee, without recourse, representation or warranty (except as expressly set forth herein), and Assignee hereby purchases and assumes from Assignor, that percentage interest in all of Assignor's rights and obligations as a Lender arising under the Credit Agreement and the other Loan Documents which represents, as of the Settlement Date, the percentage interest specified in Item 3 of the Schedule of Terms of all rights and obligations of Lenders arising under the Credit Agreement and the other Loan Documents with respect to the Revolving Commitment Amount and any outstanding Loans (the "Assigned Share"). Without limiting the generality of the foregoing, the parties hereto hereby expressly acknowledge and agree that any assignment of all or any portion of Assignor's rights and obligations relating to Assignor's Revolving Commitment Amount and Revolving Loans shall include the sale to Assignee of a ratable portion of any participation previously purchased by Assignor with respect to any Letter of Credit and any liability or obligations of Assignee in respect thereof.

(b) In consideration of the assignment described above, Assignee hereby agrees to pay to Assignor, on the Settlement Date, the principal amount of any outstanding Loans included within the Assigned Share, such payment to be made pursuant to such arrangements that are made between Assignor and Assignee.

(c) Assignor and Assignee hereby agree that, upon giving effect to the assignment and assumption described above, (i) Assignee shall be a party to the Credit Agreement and shall have all of the rights and obligations under the Loan Documents, and shall be deemed to have made all of the covenants and agreements contained in the Loan Documents, arising out of or otherwise related to the Assigned Share, and (ii) Assignor shall be absolutely released from any of such obligations, covenants and agreements assumed or made by Assignee in respect of the Assigned Share. Assignee hereby acknowledges and agrees that the agreement set forth in this Section 1(c) is expressly made for the benefit of

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Borrower, Agent, Assignor and the other Lenders and their respective successors and permitted assigns.

(d) Assignor and Assignee hereby acknowledge and confirm their understanding and intent that (i) this Agreement shall effect the sale and assignment by Assignor and the purchase and assumption by Assignee of Assignor's rights and obligations with respect to the Assigned Share, (ii) any other assignments by Assignor of a portion of its rights and obligations with respect to the Revolving Commitment Amount and any outstanding Loans shall have no effect on the Revolving Commitment Amount or the Pro Rata Share of Assignee set forth in Item 3 of the Schedule of Terms or on the interest of Assignee in any outstanding Loans corresponding thereto, and (iii) from and after the Settlement Date, Agent shall make all payments under the Credit Agreement in respect of the Assigned Share (including without limitation all payments of principal and accrued but unpaid interest, commitment fees, unused line fees and letter of credit fees with respect thereto) (A) in the case of any such interest and fees that shall have accrued prior to the Settlement Date, to Assignor, and (B) in all other cases, to Assignee.

SECTION 2. Certain Representations, Warranties and Agreements.

(a) Assignor represents and warrants that it is the legal and beneficial owner of the Assigned Share, free and clear of any adverse claim.

(b) Assignor hereby represents and warrants that Item 3 of the Schedule of Terms correctly sets forth the aggregate amount of the Revolving Loan Commitment and the Assigned Share being transferred to Assignee pursuant to this Agreement as described above.

SECTION 3. Miscellaneous.

(a) Each of Assignor and Assignee hereby agrees from time to time, upon request of the other such party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by telecopy or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telecopy, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the notice addresses of Assignor and Assignee shall be such addresses as shall be designated by such parties to one another.

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(d) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(e) THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(f) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(g) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

(h) This Agreement shall become effective upon the date the execution of a counterpart hereof by each of Assignor and Assignee and the execution of a counterpart hereof by Agent, Issuing Lender and Borrower as evidence of their consent hereto to the extent required under subsection 8.1 of the Credit Agreement.

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SCHEDULE OF TERMS

1. Borrower: American Fire Protection Group, Inc., a Louisiana corporation.

2. Name and Date of Credit Agreement: Credit Agreement dated as of December 21, 2001, as amended, by and among Borrower, the financial institutions party thereto as Lenders, and Heller Financial, Inc., as Agent for Lenders.

3. Amounts/Pro Rata Share:

	Amount	Pro Rata Share
Assigned Share of Revolving Loan Commitment:	Entire Amount of Revolving Loan Commitment under the Credit Agreement	100%
Assigned Share of Term Loan A:	Entire Amount of Term Loan A Commitment under the Credit Agreement	100%
Assigned Share of Term Loan B:	Entire Amount of Term Loan B Commitment under the Credit Agreement	100%

4. Settlement Date: December 21, 2005

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5. Signatures:

HELLER FINANCIAL, INC.,
as Assignor

By:_____
Title: Duly Authorized Signatory

GENERAL ELECTRIC CAPITAL
CORPORATION, as Assignee

By:_____
Title: Duly Authorized Signatory

Consented to in accordance with subsection
8.1 of the Credit Agreement

HELLER FINANCIAL, INC.,
as Agent

By:_____
Title: Duly Authorized Signatory