TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LF, LLC		04/20/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Home Safety Council
Street Address:	1250 Eye Street, N.W.
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	Non-Profit Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1967410	THINK SAFE BE SAFE

OP $40.00 1967410

CORRESPONDENCE DATA

Fax Number: (704)444-1111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (704)444-1000
Email: gail.stewart@alston.com
Correspondent Name: Martha Gayle Barber
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER:	33243/137318
NAME OF SUBMITTER:	Gail B. Stewart
Signature:	/Gail B. Stewart/

Date:	05/04/2006

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated and effective as of the 18th day of April, 2006, by and between LF, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its principal place of business at 2601 Annand Drive, Suite 17, Wilmington, Delaware 19808 (hereinafter referred to as "Assignor"), and Home Safety Council, a non-profit corporation organized and existing under the laws of the State of North Carolina, having its principal place of business at 1250 Eye Street, N.W., Washington, D.C. 20005 (hereinafter referred to as "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor desires to transfer to Assignee all right, title and interest in the Trademark (as set forth in Schedule A), as well as the rights arising from such Trademark.

WHEREAS, Assignee desires to obtain all right, title and interest in the Trademark, as well as the rights arising from such Trademark.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other adequate and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

Transfer of Rights

Assignor, hereby sells, assigns, transfers and conveys unto Assignee, to be held and enjoyed by Assignee, its successors and assignees, all of Assignor's rights, title and interest in and to the Trademark, including all registrations thereof and common law rights, together with the goodwill of the business symbolized by the Trademark as fully and entirely as if the same would have been held and enjoyed by Assignor had this Assignment not been made, including the right to sue for past and future infringements and to keep all recoveries obtained therefrom.

2. Cooperation Between the Parties

2.1 Assignor will reasonably cooperate in executing and delivering the appropriate documents provided by Assignee or Assignee's successors to complete the formalities for perfecting the transactions contemplated hereby and recordation of the Trademark; and give assistance to Assignee should Assignee or Assignee's successors need to prove use of the Trademark to defend their rights in this respect against third parties. All costs associated with preparing and recording assignments, including all legalization and notarization costs, and proving use of the Trademark shall be borne by Assignee.

2.2 Assignor agrees to perform all reasonable acts and provide all available information necessary to enable Assignee to defend, record and enforce the Trademark and Assignee's rights and title therein, subject to Assignee's obligations (a) to pay all costs and expenses (including attorneys' fees) associated therewith and (b) to indemnify Assignor for all damages, costs and expenses of such defense or enforcement, including without limitation attorneys' fees, payment for Assignor's personnel's time and payment for counsel to represent Assignor's personnel who assist or participate in any such enforcement or defense.

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3. Transfer of Files

3. Assignor will have a transitional period of three (3) months from the effective date of this Assignment to gather, prepare and deliver the Trademark file to Assignee.

3.2 Subsequent to the transitional period or delivery of the Trademark file, Assignor shall no longer be responsible for further actions or payment of fees in respect thereof. During the transitional period and prior to the delivery of the file, Assignor will, to the extent reasonably feasible, provide information relating to the Trademark in the manner requested by Assignee for the purposes of docketing renewal fees, affidavit submissions, etc.

3.3 Any action that needs to be taken or fees paid during the transitional period and prior to delivery of the file, to avoid lapse, abandonment or cancellation of the Trademark will be undertaken by Assignor on behalf of Assignee, unless Assignee requests that Assignor not take certain actions or not pay certain fees. All renewal fees, affidavit fees and all other fees for actions taken during the transitional period and prior to delivery of the file, timely paid by Assignor on behalf of Assignee, shall be billed to Assignee. Assignor will inform Assignee in writing of all such actions or fees associated with the prosecution and maintenance of the Trademark and Assignee shall promptly reimburse Assignor.

4. Use of Transferred Trademark

As of the effective date, Assignor will cease all use of the Trademark on its behalf, since the right and title of the Trademark upon such date will be exclusively owned by Assignee. However, Assignor shall be permitted to exhaust their supply of literature, advertising or other items bearing the Trademark.

5. Disclaimer

ASSIGNOR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARK, PARTICULARLY WITH RESPECT TO INFRINGEMENT OF OTHER TRADEMARKS.

6. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflict of laws or principles of the State of Delaware that may require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, the authorized representatives of the parties have duly executed this Assignment as of the date first-above written.

LF, LLC

BY: Rebecca E. Green
Rebecca E. Green

Title: Trademark Manager & Assistant Secretary

Home Safety Council

BY: Patricia H. Adkins
Patricia H. Adkins

Title: Chief Operating Officer

STATE OF District of Columbia)SS
COUNTY OF _____)

On this 20 day of April, 2006 the above signatory, known to me to be the COO of the Home Safety Council the Assignor above named, appeared before me and acknowledged this instrument as a free and voluntary act for the purpose set forth.

Johanna van Zelling
Notary Public
My Commission Expires: 6/30/07

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SCHEDULE A

U. S. Trademark:	THINK SAFE BE SAFE
Classes:	IC 016 042; US 002 005 022 023 029 037 038 050 100 101
Filing Date:	August 22, 1994
Serial No.:	74/563,810
Registration Date:	April 9, 1996
Registration No.	1,967,410
Registration Status:	Live
Registered Owner:	LF, LLC

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