

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mansoor Electronics Ltd.		09/29/2003	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	MEI Inc.		
Street Address:	181 Bay Street		
Internal Address:	BCE Place, Box 747, Suite 2500		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2T7		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2379743	HOME SENTINEL	
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3102073800		
Email:	tm_filings@bstz.com		
Correspondent Name:	Lori N. Boatright		
Address Line 1:	12400 Wilshire Blvd. Seventh Floor		
Address Line 2:	Blakely Sokoloff Taylor & Zafman		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	074430.T038		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$40.00 2379743

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Lori N. Boatright

Signature:

/Lori N. Boatright/

Date:

12/01/2006

Total Attachments: 4

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ASSIGNMENT OF TRADE-MARKS

THIS ASSIGNMENT AGREEMENT entered into this 29th day of September, 2003

BETWEEN:

MANSOOR ELECTRONICS LTD.,
a corporation incorporated under the laws
of the Province of Ontario

(hereinafter referred to as the "Assignor")
OF THE FIRST PART

-and-

MEI INC.,
a corporation incorporated under the laws
of the Province of Ontario

(hereinafter referred to as the "Assignee")
OF THE SECOND PART

WHEREAS under and by virtue of a share purchase agreement dated September 19, 2003 among Mansoor Electronics Ltd. as Vendor, Strategic Vista Corp. as Purchaser, MEI Inc. and Fred Mansoor, (the "Share Purchase Agreement"), the Assignor agreed to sell to the Assignee certain assets as more particularly described in the said Share Purchase Agreement including, without limitation, the trade marks described in Schedules A and B attached hereto (the "Trade Marks");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration now paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby sells, assigns, and transfers to the Assignee effective the date hereof the whole right, title, and interest of the Assignor in and to the Trade Marks and the registrations thereof, together with the goodwill of the business relating to the goods and/or services in respect of which the Trade Marks are

- registered to the Assignor, the same to be held as fully by the Assignee as the same would have been held by the Assignor had this Assignment not been made.
2. The Assignor hereby represents and warrants that the Assignor is now rightfully possessed of and entitled to, and now has good right, title and authority to sell, assign and transfer unto the Assignee the Trade Marks and goodwill hereinbefore described and that the Assignor is registered as owner of the Trade Marks.
 3. The Assignor covenants and agrees with the Assignee, its successors, and assigns, that it will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee, its successors and assigns, for more effectually and completely vesting in the Assignee, its successors and assigns, the Trade Marks and goodwill hereby sold, assigned and transferred in accordance with the terms hereof.
 4. In respect of the Trade Marks set out in Schedule A, the Assignee hereby appoints **Lang Michener**, whose full post office address in Canada is **BCE Place, Box 747, Suite 2500, 181 Bay Street, Toronto, Ontario, M5J 2T7**, as its agents and as the firm to which any notice in respect of any application or registration may be sent, and upon which service of any proceedings in respect of any application or registration may be given or served with the same effect as if they had been given to or served upon the Assignor.
 5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

SCHEDULE "B"
UNITED STATES TRADE MARKS

Trade Mark	Serial No.	Registration No.
MEI	78198830	
Home Sentinel	75837603	2379743
MEI	75028402	2050458
Sentinel	74439948	1992279
MEI	74279821	1755048