



Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/31)

03-03-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103485879

ET
1 documents or the new address(es) below.

To the Director of the U. S. Patent

2-26-08

1. Name of conveying party(ies):
J-TECH Investments, LLC

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

Citizenship (see guidelines) Florida

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached?

Name: Telephonics Corporation
Internal _____
Address: _____
Street Address: 815 Broadhollow Road
City: Farmingdale
State: NY
Country: USA Zip: 11735

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 Other _____ Citizenship _____

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) December 21, 2007

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) _____
See Attached.

Additional sheet(s) attached? Yes No

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

See Attached.

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

Name: Kevin W. Waite
Internal Address: _____
Street Address: 100 Jericho Quadrangle, Suite 225
City: Jericho
State: NY Zip: 11753
Phone Number: 516.937.5900
Fax Number: 516.937.5050
Email Address: kwaite@mwwcllp.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

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 02/28/2008 DBYRNE 00000055 3180157
Authorized User Name 81 FC:8521 40.00 OP
82 FC:8522 50.00 OP

9. Signature: *Kevin W. Waite* February 25, 2008
Signature Date

Kevin W. Waite
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT**, is made as of December 21, 2007 ("Trademark Assignment"), by and between TELEPHONICS CORPORATION, a Delaware corporation having its principal place of business at 815 Broadhollow Road, Farmingdale, New York 11735 ("**Assignee**"), and J-TECH Investments, LLC, a Florida limited liability company having its principal place of business at Suite 208-212, 3800 South Tamiami Trail, Sarasota, FL 34239 ("**Assignor**").

WHEREAS:

(a) Assignor has adopted, used, is using, and is the owner of trademarks, service marks, trade names, and trade dress listed on Exhibit A attached hereto and is the owner of the registrations and pending applications, if any, listed on Exhibit A (collectively, the "Marks"); and

(b) Assignee desires to acquire the Marks; and

(c) Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of December 21, 2007 ("Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Marks and the other Transferred Assets as defined in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, absolutely and forever, its entire right, title and interest, whether statutory or at common law, in and to the Marks throughout the world, together with the goodwill of the business symbolized by them, including but not limited to all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee or to confirm Assignee's ownership of the Marks.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

J-TECH INVESTMENTS, LLC

By: [Signature]
Name: JOHN MONTELIBRE
Title: MANAGING MEMBER

STATE OF Florida
COUNTY OF Sarasota

On this 21st day of December, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared John Montelibre, known by me to be the person of the above name and an officer of J-TECH Investments, LLC, duly authorized to execute this Assignment on behalf of J-TECH Investments, LLC, and who signed and executed the foregoing instrument on behalf of J-TECH Investments, LLC.

Given under my hand and seal of office this 21st day of December, 2007.

My commission expires:



[Signature]
Notary Public 2033 Man St., Ste. 600
Sarasota, FL 34237
Address

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

TELEPHONICS CORPORATION

By: DL Pastor
Name: DONALD C. PASTOR
Title: EX. V. P. OPERATIONS & CFC

STATE OF :
:
COUNTY OF :

On this 21st day of December, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Donald Pastor, known by me to be the person of the above name and an officer of Telephonics Corporation, duly authorized to execute this Assignment on behalf of Telephonics Corporation, and who signed and executed the foregoing instrument on behalf of Telephonics Corporation.

Given under my hand and seal of office this 21st day of December, 2007.

My commission expires:
ALVAIDA MALAVE
Notary Public, State of New York Queens
No. 4710947 Qualified in Suffolk Co.
Cert. Filed in New York County
Commission Expires Oct. 31, 2010

Notary Public
Alvaida Malave
Address
Little Neck, NY 11362

EXHIBIT A

MARKS

<u>Serial Number</u>	<u>Registration Number</u>	<u>Word Mark</u>
78717253		FENCEWATCH
78723953	3180157	TRANSITWATCH
78722589		IVS APPLIANCE
78671616		THREATDETECTOR
78396244	3023097	THREATSTALKER
78390131		PORTABLE VIDEO SURVEILLANCE CAMERA
78162745	2840065	GUARDIAN SOLUTIONS
77067007		GUARDIANWATCH

ATTACHMENT
TO TRADEMARK RECORDATION FORM COVER SHEET

CONTINUATION OF ITEM NUMBERS 4 AND 5

Trademarks

<u>Serial No.</u>	<u>Registration No.</u>	<u>Word Mark</u>	<u>Filing Date</u>	<u>Issue Date</u>
78723953	3180157	TRANSITWATCH	9/30/05	12/05/06
78396244	3023097	THREATSTALKER	4/05/04	12/06/05
78162745	2840065	GUARDIAN SOLUTIONS	9/11/02	5/11/04