

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Trident Search Fund, LLC		12/22/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Affirmed Medical, Inc.		
<b>Doing Business As:</b>	DBA Cintas Fire and Safety		
<b>Street Address:</b>	6800 Cintas Blvd.		
<b>City:</b>	Mason		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45040		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2854500	BEACON FIRE & SAFETY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(513) 562-1401		
<b>Email:</b>	mhurst@kmlaw.com		
<b>Correspondent Name:</b>	J. Michael Hurst		
<b>Address Line 1:</b>	One East Fourth Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	CI7800-TM0008		
<b>NAME OF SUBMITTER:</b>	J. Michael Hurst		
<b>Signature:</b>	/j. michael hurst/		

OP \$40.00 2854500

Date:

03/11/2008

**Total Attachments: 5**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of the 22<sup>nd</sup> day of December, 2005, by and among AFFIRMED MEDICAL, INC. dba CINTAS FIRE AND SAFETY, a corporation organized under the laws of the State of California ("Purchaser"), CINTAS CORPORATION, a corporation organized under the laws of the State of Washington ("Parent"), BEACON FIRE & SAFETY, L.P., a limited partnership organized under the laws of the State of Delaware ("Seller"), and TRIDENT SEARCH FUND, LLC, a limited liability company organized under the laws of the State of Delaware and the sole general partner of Seller (the "General Partner").

### WITNESSETH:

WHEREAS, Seller is engaged in the business of distributing and selling fire protection equipment and services including the sale and installation of fire extinguishers, smoke detection equipment, sprinkler systems, alarm systems, fire suppression systems and related fire protection and safety products and services (the "Business") operating from leased locations in 2188 Del Franco St. (opening as referenced in Section 4.10), San Jose, CA, 1450 Franquette Ave., Concord, CA, 521 W. Briardale Ave., Orange, CA, 1222 S. Savier Rd., Oxnard, CA, 10925 Wheatlands Ave., Santee, CA (collectively the "Leased Real Properties" or the "Facilities"); and

WHEREAS, Seller desires to sell substantially all assets owned by Seller and associated with the Business to the Purchaser, and the Purchaser desires to purchase the same upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above and the respective agreements hereinafter set forth, the parties agree as follows:

### SECTION 1

#### SALE AND PURCHASE OF ASSETS, CLOSING, CONSIDERATION

1.1 Sale and Purchase. On the terms and subject to the conditions of this Agreement, at the Closing, Seller hereby agrees to sell, convey, assign, deliver and transfer to Purchaser, and Purchaser agrees to purchase from Seller, all of the assets of Seller, tangible or intangible, wherever located, used in the conduct of the Business, other than the Excluded Assets as defined in Section 1.2 hereunder (collectively the "Purchased Assets"), including, without limitation, the following:

(a) All in-service inventory items utilized in the Business (the "In-Service Inventory");

(b) All Business inventory items not in service which are useable, non-obsolete and undamaged as determined by Purchaser as set forth in Section 1.3(b) (the "New Inventory" and with the In-Service Inventory, the "Inventory");

(c) All furniture, leasehold and tenant improvements, computers, computer software (including all program code, materials and related program documentation), tools and

equipment relating directly to the operation of the Business (including extinguisher testing equipment, filling equipment, pipe vises and other tools) and all other personal property of Seller used to operate the Business (the "Business Equipment");

(d) All of the motor vehicles used in the operation of the Business, which vehicles are listed in Schedule 1.1(d) attached hereto (the "Motor Vehicles");

(e) All customer contracts and customer accounts of any nature existing in connection with the Business, including, but not limited to, those accounts listed in Schedule 1.1(e) attached hereto (which schedule also lists all calendar year 2004 revenues from each such account for the twelve (12) month period ended December 31, 2004 and all revenues from each such account from January 1, 2005 through September 30, 2005) and all claims and rights under customer contracts, agreements, commitments with customers and purchase orders, written and oral, all claims and rights relating to customers served by Seller in the Business but not under written contracts, all customer lists, route books, records, software, computer records and other similar data relating to customer accounts, and rights under bids and proposals now pending (collectively the "Customer Accounts");

(f) All accounts receivable arising from transactions of the Seller in the Business outstanding as of the Closing Date (later defined) and those billed after the Closing Date for services rendered by Seller prior to the Closing Date, including those reserved for as uncollectible or written off subject to the provisions of Section 10.7 hereof (the "Accounts Receivable");

(g) All intellectual property, trademarks, service marks and trade names or rights thereto relating to the Business including all rights of Seller, if any, to the corporate or trade name "Beacon Fire and Safety" and all related registrations and all licenses, permits, consents, variances and approvals, to the extent transferable (the "Intellectual Property");

(h) All files, books and records (including computer records) of Seller relating to the foregoing items including general business and accounting records, employment and personnel records (to the extent legally permissible) of employees of Seller hired by Purchaser, supplier lists, mailing lists and advertising materials;

(i) All contracts and agreements of Seller set forth on Schedule 1.1(i) attached hereto to be assumed by Purchaser, and to the extent such listed contract or agreement is a lease, the entire leasehold rental interest arising under such lease (the "Assumed Contracts");

(j) All governmental approvals, authorizations, certifications, consents, variances, permissions, licenses and permits to the extent transferable;

(k) All warranty rights related to the foregoing;

(l) The goodwill and going concern value associated with the Customer Accounts and the Business (the "Goodwill"); and

(m) All choses in and causes of action relating to the foregoing.

assign such contract; *provided, however*, that this sentence shall not apply to, and shall not require Seller to review, one-time contracts for construction or tenant improvement. Seller has not received and holds no security deposits or escrow deposits from any of the Customers. Seller is not servicing, and has not for at least twelve (12) months prior to the date hereof, serviced any Customer who is a party to a Customer Account for any period on a charge-free basis. Seller invoices the Customer Accounts consistent with any written customer contracts to the extent applicable and invoices all other customers consistent with customary industry practices. Seller is not presently offering, and has not, within the last twelve (12) months, offered any discount or allowance to any customer, including early payment discounts. No Customer has any right to a rebate, setoff or credit.

2.15 Tax Matters. Seller has, and through the Closing will, duly and timely file all federal, state, local and other tax returns, estimates and reports required to be filed by it and all such returns are, or will be when filed, materially true, complete and correct in the amount of tax or refund due as reported on such returns and Seller or the partners of Seller have paid or will pay all material federal, state and local income, profits, franchise, use, occupation, property, excise and other taxes, assessments, fees and governmental charges (including all interest and penalties) (collectively "Taxes") imposed upon or claimed to be owed by, the Seller or the partners of Seller (as applicable), which are due and payable or claimed by any taxing authority to be due and payable through periods ending on or before the Closing Date, in each case to the extent Purchaser would incur liability for Seller's or such partners' failure to file such Returns or pay such Taxes. Except where the failure to do so would not reasonably be expected to have a Seller Material Adverse Effect, (i) all sales taxes required to be collected and remitted by Seller have been properly paid up to and including the Closing Date, (ii) all necessary sales tax exemption certificates have been obtained by Seller, and (iii) all such certificates have been properly completed and maintained. Neither Seller nor the General Partner knows of any audits, assessments, notices of deficiency, deficiencies, investigations, claims or demands for taxes or proposed deficiencies against Seller for any Federal, state or local taxes. To Seller's and the General Partner's knowledge, no claims are being asserted with respect to any material Taxes of Seller for which Purchaser reasonably could be held liable. Seller or the partners of Seller have paid to the proper taxing authorities, or will pay when due, all amounts which were required to be withheld or paid with respect to all taxes on income, unemployment, social insurance or other similar programs or benefits with respect to salary and other compensation of their respective directors, officers and employees and taxes required to be withheld, except to the extent that any failure to do so would not reasonably be expected to have a Seller Material Adverse Effect.

2.16 Infringements. To the knowledge of Seller and the General Partner, the conduct of Seller's business does not infringe upon or conflict with, and has not in the past infringed upon or conflicted with, and Seller is not in receipt of any notice or complaint of conflict with or infringement of, the asserted rights of others in any patents, trademarks, trade names and copyrights or any other proprietary or intellectual property right of any third party.

2.17 Supplier Contracts. Except for agreements listed in Schedule 2.17, Seller has no written supply or distribution agreement with any of its suppliers. Seller has no rebate arrangements with any of its suppliers.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Asset Purchase Agreement as of the day and year first above written.

**PURCHASER:**

AFFIRMED MEDICAL, INC. dba CINTAS FIRE  
& SAFETY

BY: David Pollak, Jr.

David P. Pollak, Jr.  
President and Chief Operating Officer

CINTAS CORPORATION

By: David Pollak, Jr.

David P. Pollak, Jr.  
President – First Aid Division

**SELLER:**

BEACON FIRE & SAFETY L.P., a limited  
partnership

BY: TRIDENT SEARCH FUND, LLC, its General  
Partner

BY: \_\_\_\_\_  
Pratap Mukherjee, Chief Executive Officer

**GENERAL PARTNER:**

TRIDENT SEARCH FUND, LLC

BY: \_\_\_\_\_  
Pratap Mukherjee, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this First Amendment effective as of the day and year first above written.

AFFIRMED MEDICAL, INC. dba CINTAS FIRE AND SAFETY

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

CINTAS CORPORATION

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

BEACON FIRE & SAFETY L.P.

By: TRIDENT SEARCH FUND, LLC,  
its General Partner

By:   
Name: Pratap Mukherjee  
Title: Chief Executive Officer

TRIDENT SEARCH FUND, LLC

By:   
Name: Pratap Mukherjee  
Title: Chief Executive Officer

Attachments:

Schedule 1.4(c)  
Schedule 1.6  
Schedule 1.8

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