

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matrix Security Group, Inc.		11/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alarm Security Group LLC		
Street Address:	12301 Kiln Court		
Internal Address:	Unit A		
City:	Beltsville		
State/Country:	MARYLAND		
Postal Code:	20705		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2124596	SAFEGUARD SECURITY	
Registration Number:	2124597	SAFEGUARD SECURITY	
Registration Number:	2412670	EVERGUARD	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3871		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.331.7400		
Email:	docket@kennedycovington.com		
Correspondent Name:	Dalbert U. Shefte		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	19396.002		
NAME OF SUBMITTER:	Dalbert U. Shefte		

OP \$90.00 2124596

Signature:	/dalbert u shefte/
Date:	06/26/2008
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 9, 2007 (the "Effective Date") by and between Matrix Security Group, Inc., a Delaware corporation ("Assignor"), and Alarm Security Group LLC, a Delaware limited liability company, with its principal place of business at 12301 Kiln Court, Unit A Beltsville, Maryland 20705 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks, free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Neither the making nor the acceptance of this Assignment or any other instruments of conveyance, assignment and transfer executed and delivered by Seller and Buyer in connection with the transactions contemplated by this Assignment or the Agreement shall (i) constitute a waiver or release by either Assignee or Assignor of any representations, warranties, liabilities, duties or obligations imposed upon them by the terms, conditions and provisions of the Agreement, or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Agreement. If there is any conflict between the provisions of this Assignment and the provisions of the Agreement, the provisions of the Agreement shall prevail.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to

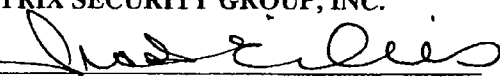
the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MATRIX SECURITY GROUP, INC.

ALARM SECURITY GROUP LLC

By: 

By: _____

Name: IRA D. RIKLIS

Name: _____

Title: CEO

Title: _____

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MATRIX SECURITY GROUP, INC.

By: _____

Name: _____

Title: _____

ALARM SECURITY GROUP LLC

By: *Joseph Nuccio*

Name: Joseph Nuccio

Title: President & CEO

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SAFEGUARD SECURITY	No. 2,124,596 and No. 2,124,597	[_____]
EVERGUARD	No. 2,412,670	[_____]