

## 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
Gallery Holdings, LLC		06/13/2008	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	AlliedBarton Security Services LLC		
Street Address:	3606 Horizon Drive		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3050223	INTELLIGENCE WITH DILIGENCE	
Registration Number:	3054239	HR PLUS	
Registration Number:	2882823	BUILDING A GREAT WORKFORCE WITH YOU	
Registration Number:	2331767	STAT AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(212)735-2000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 735-2432		
Email:	Faith.Robinson@skadden.com		
Correspondent Name:	Matthew B. Fagin, Esq.		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	692710/9		

CH \$115.00 3050223

900113390

TRADEMARK  
REEL: 003831 FRAME: 0985

NAME OF SUBMITTER:	Matthew B. Fagin
Signature:	/Matthew B. Fagin/
Date:	08/08/2008
<b>Total Attachments: 3</b> source=Gallery Holdings Assignment#page1.tif source=Gallery Holdings Assignment#page2.tif source=Gallery Holdings Assignment#page3.tif	

EXECUTION COPY

**TRADEMARK ASSIGNMENT**

**("Assignment")**

**WHEREAS**, AlliedBarton Security Services LLC, a Delaware limited liability company ("**Purchaser**"), has purchased certain assets of Gallery Holdings, LLC, a Colorado limited liability company ("**Seller**"), pursuant to an Asset Purchase Agreement, dated May 21, 2008, by and among Seller, Seller's shareholders and Purchaser ("**Asset Purchase Agreement**");

**WHEREAS**, **Seller** owns, by assignment or otherwise, all right, title, and interest in and to all domestic and international trademarks, trademark applications and trademark registrations, trade names, domain names and service marks held for use or used in the conduct of the Business (as defined in the Asset Purchase Agreement), including, but not limited to, those specifically listed on Schedule 1.1, attached hereto, and all goodwill associated therewith ("**Trademarks**"); and

**WHEREAS**, pursuant to its obligations under the Asset Purchase Agreement, **Seller** now wishes to assign all of its worldwide right, title, and interest in the Trademarks to **Purchaser**.

**NOW THEREFORE**, be it known that, in exchange for payments made under the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

**SELLER HEREBY** irrevocably assigns, transfers, conveys, grants and sets over to **Purchaser**, and its successors and assigns, **Seller's** entire right, title, and interest in and to the Trademarks (whether registered or unregistered), as well as all goodwill associated therewith, including, but not limited to, any and all renewals, reversions and extensions thereof, the right to register the Trademarks that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the right to receive all rights and benefits pertaining to the Trademarks, and the right to institute and prosecute all suits and proceedings, and take all actions that **Purchaser**, in its sole discretion, may deem necessary or proper to collect, assert or enforce any claim, right, title or interest of any kind under or respecting any and all of the Trademarks, including, without limitation, the right to sue for all past, present and future infringements or other violations of any rights relating thereto, to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as **Purchaser**, in its sole discretion, deems advisable, the same to be held and enjoyed by **Purchaser** and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by **Seller** had this Assignment not been made;

**AND, SELLER HEREBY** authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty

it is to issue trademark registrations and/or record trademark assignments to issue registrations for the Trademarks in the name of **Purchaser** and to record this Assignment and record **Purchaser** as assignee of all the Trademarks in accordance with the terms of this Assignment;

**AND, SELLER HEREBY** covenants that, from and after the date of this Assignment, **Seller** will not use or authorize the use (by license or otherwise) of any of the Trademarks anywhere in the world;

**AND, SELLER HEREBY** assigns and relinquishes to **Purchaser** all of **Seller's** right, title and interest in and to all accrued and future causes of action for injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) resulting from infringements or alleged infringements of the Trademarks and this Assignment expressly includes the right to sue for pre-assignment infringements and any injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) in connection with the same;

**AND, SELLER HEREBY** covenants to execute and deliver to **Purchaser** any assignments, declarations and other instruments that **Purchaser** may reasonably request to effectuate, perfect, confirm and/or record the foregoing and further covenants to assist **Purchaser** in any action that **Purchaser** may commence or may become involved in to collect, assert, enforce or defend any claim, right, title or interest of any kind under or respecting any and all of the Trademarks, including, without limitation, testifying in any such action, it being understood that any reasonable out of pocket expense incurred by **Seller** incident to the execution of such papers shall be borne by **Purchaser**, and its successors and assigns;

**AND, SELLER HEREBY** acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities set forth in the Asset Purchase Agreement are not modified, limited or superseded by this Assignment, and such representations, warranties, covenants, agreements and indemnities shall remain in force and effect to the full extent provided in the Asset Purchase Agreement.

**IN TESTIMONY WHEREOF**, **Seller** has caused its authorized representative to execute this Assignment.

**GALLERY HOLDINGS, LLC**

By: 

Name: Nelson E. Matthews, Jr.

Title: Manager

Date: June 13, 2008

## SCHEDULE 1.1

### Trademarks

Reg. Number	Word Mark	Check Status
78541773	3050223	INTELLIGENCE WITH DILIGENCE
78541404	3054239	HR PLUS
78063105	2882823	BUILDING A GREAT WORKFORCE WITH YOU
75609009	2331767	STAT AMERICA

### Copyright Works

None registered

### Domain Names

hrplus.com  
statam.com  
123screen.com

### Trade Secrets

### Computer Software (Internally Developed)

Legacy production system  
Researcher Application ("RA")  
Astro production system (partially completed)  
WebRa (Partially completed)  
Application and Client Path user interfaces  
Ancillary modules and functions related to the above

### Inbound Licenses

None aside from "commercially available shrinkwrap software"  
See Schedule 3.11 (a) (viii) for a complete listing