

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
Brantley Holdings, Inc.		07/31/2008	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Mydatt Services, Inc.		
Street Address:	7135 Charlotte Pike		
Internal Address:	Suite 1000		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37209		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2710930	BRANTLEY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4237566600		
Email:	bmiddleton@millermartin.com		
Correspondent Name:	Stephen J. Stark		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1000 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	13457-0018		
NAME OF SUBMITTER:	Stephen J. Stark		
Signature:	/907146/		

CH \$40.00 2710930

Date:

01/28/2009

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK REGISTRATIONS

THIS ASSIGNMENT OF TRADEMARK REGISTRATIONS (the "Assignment") is made and entered into effective this the 31st day of July, 2008, by and between **MYDATT SERVICES, INC.**, an Ohio corporation (the "Buyer"), and **BRANTLEY SECURITY SERVICES, LLC**, a Kentucky limited liability company, and **B.K. "RED" BRANTLEY USHER SERVICE, INC.**, a Kentucky corporation (collectively, the "Sellers"), and **BRANTLEY HOLDINGS, INC.**, a Kentucky corporation (the "Seller Owner").

W I T N E S S E T H:

WHEREAS, the Buyer, the Sellers, the Seller Owner and others have heretofore entered into a certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which the Sellers and the Seller Owner have agreed, among other things, to sell and transfer to the Buyer, and the Buyer has agreed to purchase, certain assets of the Sellers;

WHEREAS, as set forth in the Purchase Agreement, the Sellers and the Seller Owner have agreed to transfer, convey, and assign all of their right, title, and interest in and to the trademarks and trade names, and all applications and registrations thereof, if any, set forth on Exhibit A attached hereto, together in each instance with the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, in order that Buyer shall be in possession of an instrument vesting title in it to the Trademarks, Sellers and Seller Owner desire to execute and deliver this Assignment; and

WHEREAS, this is the Trademark Assignment contemplated in Section 4.1(d) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given them in the Purchase Agreement.

2. The Sellers and the Seller Owner hereby assign, transfer, convey, and deliver to the Buyer all of their rights, title, and interest in, under, and to the Trademarks, the same to be held and enjoyed by the Buyer and its successors and assigns, forever, together with any and all income, royalties, damages, or payments with respect or relating thereto due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Trademarks, along with the right to sue for past infringements and collect the same for the Buyer's sole use and enjoyment.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal or personal representatives, and assigns.

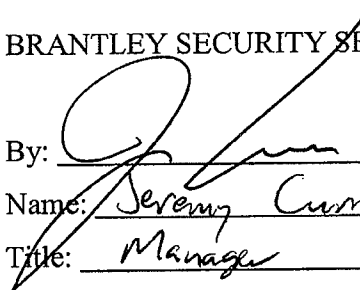
4. This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Tennessee, without reference to conflict of laws principles.

5. This Assignment is delivered pursuant to the Purchase Agreement, is subject in all respect to the provisions thereof, and is not intended and shall not be construed to alter or otherwise modify the provisions of the Purchase Agreement.

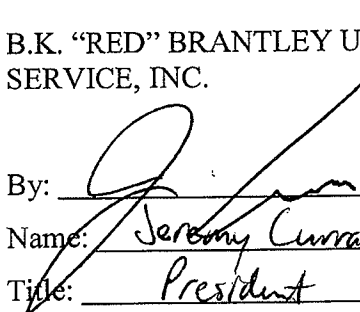
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

SELLERS:

BRANTLEY SECURITY SERVICES, LLC

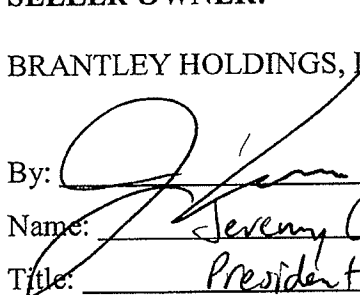
By: 
Name: Jeremy Curran
Title: Manager

B.K. "RED" BRANTLEY USHER SERVICE, INC.

By: 
Name: Jeremy Curran
Title: President

SELLER OWNER:

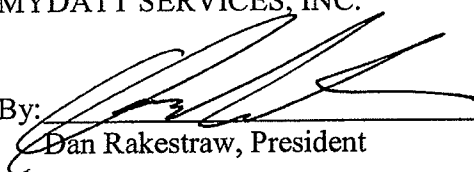
BRANTLEY HOLDINGS, INC.

By: 
Name: Jeremy Curran
Title: President

ACCEPTED this 31st day of July, 2008.

BUYER:

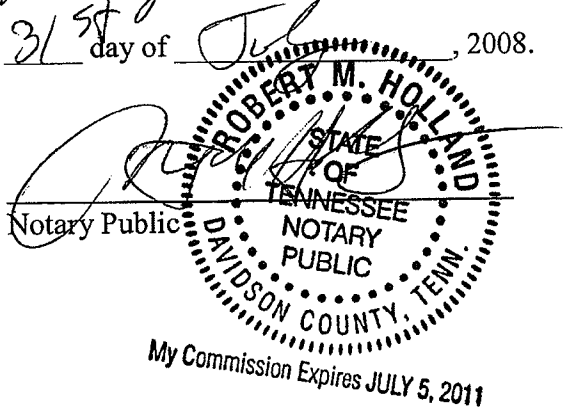
MYDATT SERVICES, INC.

By: 
Dan Rakestraw, President

STATE OF Tennessee
COUNTY OF Davidson

Before me, Robert M. Holland, of the State and County aforesaid, personally appeared Denny Curran, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Manager of BRANTLEY SECURITY SERVICES, LLC, the within named Seller, a Kentucky limited liability company, and that he as such Manager executed the foregoing instrument for the purposes therein contained by personally signing the name of the limited liability company as such Manager.

Witness my hand and seal, at office, this 31st day of July, 2008.

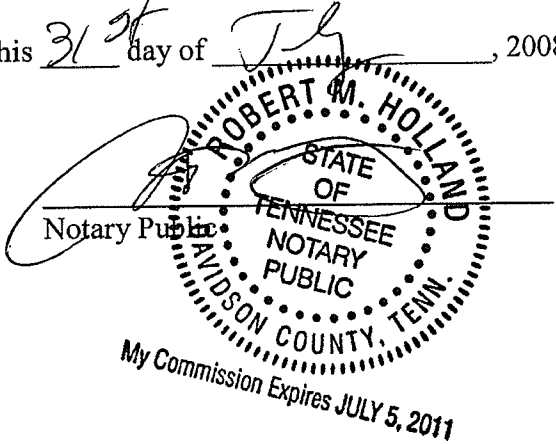


My Commission Expires:
7-5-2011

STATE OF Tennessee
COUNTY OF Davidson

Before me, Robert M. Holland, of the State and County aforesaid, personally appeared Denny Curran, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of B.K. "RED" BRANTLEY USHER SERVICE, INC., the within named Seller, a Kentucky corporation, and that he/she as such President executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation as such President.

Witness my hand and seal, at office, this 31st day of July, 2008.

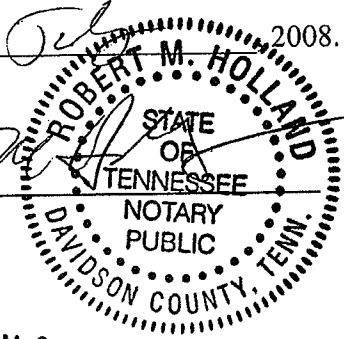


My Commission Expires:
7-5-2011

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Robert M. Holland, of the State and County aforesaid, personally appeared Jeremy Curran, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of BRANTLEY HOLDINGS, INC., the within named Seller Owner, a Kentucky corporation, and that he/she as such President executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation as such President.

Witness my hand and seal, at office, this 31st day of July, 2008.

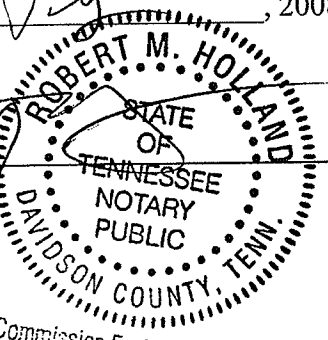
Robert M. Holland
Notary Public

My Commission Expires JULY 5, 2011

My Commission Expires:
7-5-2011

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Robert M. Holland, of the State and County aforesaid, personally appeared Dan Rakestraw, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of MYDATT SERVICES, INC., the within named Buyer, an Ohio corporation, and that he as such President executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation as such President.

Witness my hand and seal, at office, this 31st day of July, 2008.

Robert M. Holland
Notary Public

My Commission Expires JULY 5, 2011

My Commission Expires:
7-5-2011

EXHIBIT A

TRADEMARKS

1. BRANTLEY SECURITY SERVICES (U.S. 2,710,930)
2. B.K. "RED" BRANTLEY USHER SERVICE

3.

