

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

National Guardian Security Services, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 1, 2008

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Niscayah, Inc.

Internal

Address: _____

Street Address: 2400 Commerce Avenue

City: Duluth

State: GA

Country: US Zip: 30096

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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)

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)

2,988,201; 2,979,687; 2,852,031; and 2,788,248

Additional sheet(s) attached? Yes No

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

2,988,201 - Helmet Design - 8/23/05; 2,979,687 - National Guardian - 7/26/05; 2,852,031 - Guardianview - 6/8/04; and 2,788,248 National Guardian Security Services - 12/2/03 - See Schedule A attached.

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

Name: Gregory B. Wood

Internal Address: Fulbright & Jaworski LLP

Street Address: 555 S. Flower Street, 41st Floor

City: Los Angeles

State: California Zip: 90071

Phone Number: (213) 892-9200

Fax Number: (213) 892-9494

Email Address: gwood@fulbright.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$160.00

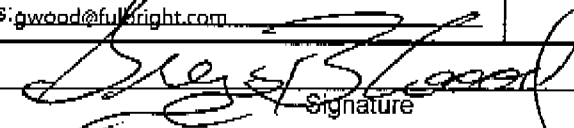
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Gregory B. Wood

Name of Person Signing

1/25/10
Date

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

5

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

REEL: 004137 FRAME: 0337

700427823

OP \$115.00 2988201

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment of Trademark Rights ("Assignment") by and between National Guardian Security Services, Inc., a Delaware corporation ("Assignor") and Niscayah, Inc., a Delaware corporation ("Assignee") is made and entered into as of October 1, 2008, but effective as of October 1, 2009 (the "Transfer Date") without the need for further action on the part of Assignee or Assignor.

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of the date hereof (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Assets (as defined in the Agreement), including, without limitation, service marks, trademarks and trade names including all claims and all goodwill associated therewith, of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in all of Assignor's trademark, service marks, and trade names; all of Assignor's registration rights with respect to such marks; all registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names constituting a part of the Assets, and specifically including without limitation, the servicemarks, trademarks, trademark applications and trade names listed in Schedules A attached hereto (the "Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, including all goodwill associated with the Marks, all claims associated with the Marks, and all rights to sue for infringement of any Marks, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the date October 1, 2009 as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.


Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of law thereunder that would require the application of any other law.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this IP Assignment as of this first day of October, 2008.

ASSIGNOR:

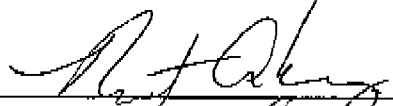
NATIONAL GUARDIAN SECURITY SERVICES, INC., a Delaware corporation

By: 
George V. Flagg
President

STATE OF Connecticut
COUNTY OF Fairfield

§
§ Stamford.
§

BEFORE ME, the undersigned authority, on this 20th day of November, 2008⁹ personally appeared George V. Flagg, of National Guardian Security Services, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.


Notary Public, State of Connecticut
Name Printed: ROBERT A. KING
My Commission Expires: _____

My Comm. Expires
Oct. 30, 2010

Schedule A

Marks

The effective date of the conveyance by the Seller to the Buyer of the Marks set forth on this Part 2.25(E) will be the first anniversary of the Closing Date of the Agreement.

1. HELMET DESIGN: [This is a logo of a helmet]. Received a trademark registration number 2,988,201 and a registration date of August 23, 2005
2. NATIONAL GUARDIAN Received a trademark registration number 2,979,687 and a registration date of July 26, 2005
3. GUARDIANVIEW Received a trademark registration number 2,852,031 and a registration date of June 8, 2004
4. NATIONAL GUARDIAN SECURITY SERVICES Received a trademark registration number 2,788,248 and a registration date of December 2, 2003