

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
Firetrace Ltd.		03/26/2010	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Firetrace USA, LLC		
Street Address:	15690 N. 83rd Way		
Internal Address:	Suite B		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76083235	FIRETRACE	
Serial Number:	74497385	FIRETRACE	
CORRESPONDENCE DATA			
Fax Number:	(480)994-9025		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4809949888		
Email:	dnoblitt@ngtechlaw.com		
Correspondent Name:	The Noblitt Group, PLLC		
Address Line 1:	4800 N. Scottsdale Road		
Address Line 2:	Suite 6000		
Address Line 4:	Scottsdale, ARIZONA 85251		
ATTORNEY DOCKET NUMBER:	FIRE.1800 AND FIRE.1900		
NAME OF SUBMITTER:	Daniel J. Noblitt		

OP \$65.00 76083235

900160255

**TRADEMARK
 REEL: 004190 FRAME: 0593**

Signature:	/djn/
Date:	04/22/2010
Total Attachments: 5 source=FIRETRACE executed Trademark Assignment#page1.tif source=FIRETRACE executed Trademark Assignment#page2.tif source=FIRETRACE executed Trademark Assignment#page3.tif source=FIRETRACE executed Trademark Assignment#page4.tif source=FIRETRACE executed Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment"), dated as of this ___ day of _____ 20___ is from Firetrace Ltd., a British company having a place of business at Unit 22 Knightsdale Road, Ipswich, Suffolk IP14JJ, United Kingdom ("Assignor"), to Firetrace USA, LLC, a Delaware limited liability company having a place of business at 15690 N. 83rd Way, Suite B, Scottsdale, Arizona 85260 ("Assignee") where each of Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Assignor owns the trademark registrations listed in Schedule 1 and all common law rights and goodwill associated therewith (collectively, the "Marks").

WHEREAS, Assignee is interested in obtaining ownership of the Marks and Assignor is willing to transfer ownership of the Marks to Assignee.

TERMS AND CONDITIONS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

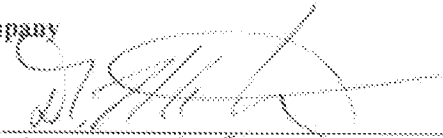
1. Assignment and Acceptance. Assignor hereby irrevocably assigns and transfers to Assignee (the "Assignment"), for Assignee's own use and enjoyment: (a) all right, title, and interest in, to, and under the Marks (and any translations of the Marks) and the goodwill of the business symbolized thereby and associated therewith; (b) all registrations of, and applications to register, the Marks in the United States and other countries and jurisdictions; (c) all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks; and (d) the right to sue for damages and to collect the same.
2. Severability. Any term or provision of this Trademark Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
3. Binding Effect. The provisions of this Trademark Assignment shall inure to the benefit of, and be binding upon, the successors, assigns, and administrators of the Parties to this Trademark Assignment.
4. Governing Law. This Trademark Assignment shall be deemed to be made in and in all respects shall be exclusively interpreted, construed, and governed by and in accordance with the law of the State of Delaware without regard to the conflict-of-law principles thereof.
5. Amendments and Waivers. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignee and Assignor. No waiver by any party of: (i) any right, power, privilege, or claim under or provision of this Trademark Assignment, or (ii) any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent default, misrepresentation, or breach of warranty or covenant.
6. Headings. The section headings contained in this Trademark Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Trademark Assignment.

7. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same document. The exchange of copies of this Trademark Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Trademark Assignment as to the parties and may be used in lieu of the original Trademark Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, each of the parties has duly executed and delivered this Trademark Assignment as of the date first set forth above.

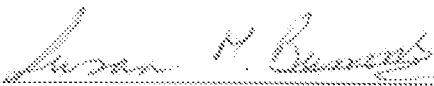
ASSIGNOR:

Firetrace Ltd.,
A British Company

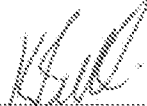
Signature: 

Printed Name: D. L. MELTON

Title: DIRECTOR


1st Witness: Signature Susan M. Burrows

1st Witness: Print Name


2nd Witness: Signature

Kelvin Butler
2nd Witness: Print Name

ASSIGNEE:

Firetrace USA, LLC

An Delaware limited liability company

By:

Name:

Title:

William A. Eckholm
William A. Eckholm
President

STATE OF
COUNTY OF

On this 26 day of March 2010, William A. Eckholm personally appeared before me, identified himself to my satisfaction, and signed the foregoing Trademark Assignment in my presence.

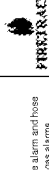
Jennifer Audson
Notary Public
My commission expires: 8-2-2013



Schedule 1

(see attached)

Schedule 1

Case Ref	Mark	Classes	Proprietor	Status	Country	Application No	Application Date	Registration No	Registration Date	Renewal Date	Goods/Services	Image	Notes
T1601 CA	FIRETRACE (w/visual)	9	Firetrace Limited	Granted	Canada	1861276	Tuesday, June 08, 2004	TM452728	Friday, September 03, 2005	Wednesday, September 15, 2010	Fire extinguishing equipment and parts and fittings therefor. Apparatus comprising: aerosol fire extinguishing compositions		
T1601 LU1	FIRETRACE	9	Firetrace Limited	Granted	France	1861281	Wednesday, November 29, 2005	1861281	Tuesday, August 07, 2007	Monday, November 20, 2012	Class 9: Fire extinguishing compositions		
T1601 LU3	FIRETRACE	9	Firetrace Limited	Granted	Israel	1861282	Wednesday, November 30, 2005	1861282	Sunday, October 14, 2007	Monday, November 20, 2012	Fire extinguishing equipment and apparatus and parts and fittings therefor. Apparatus comprising: aerosol fire extinguishing compositions		
T1601 KR	FIRETRACE	9	Firetrace Limited	Granted	Republic of Korea	2006-58816	Wednesday, November 09, 2006	730392	Thursday, December 06, 2007	Wednesday, December 06, 2017	Automatic fire extinguishing systems, fire extinguishing cylinders and valves for automatic fire extinguishing equipment, thermo plastic tube systems for automatic fire extinguishing equipment, portable systems for fire extinction.		
T1601 KR A	FIRETRACE (w/visual)	9	Firetrace Limited	Granted	Republic of Korea	2006-58822	Tuesday, December 13, 2006	789148	Wednesday, May 09, 2007	Tuesday, May 09, 2017	Class 9: Life rafts, life belts, life buoys, life jackets, safety vests, electrical transmitters, transmitters for emitting distress signals, automatic inflators, auto-zodiacs, electric door operators, electric		
T1601 MX	FIRETRACE	9	Firetrace Limited	Granted	Mexico	520581	Thursday, November 28, 2001	753828	Friday, June 28, 2002	Tuesday, November 20, 2012	Apparatus and fittings for such apparatus and equipment		
T1601 US	FIRETRACE	9	Firetrace Limited	Granted	United States	7609325	Wednesday, July 05, 2006	2742498	Tuesday, July 28, 2005	Monday, July 29, 2013	Fire extinguishing equipment and apparatus and parts and fittings therefor. Apparatus comprising: aerosol fire extinguishing compositions		
T2041 BR	FIRETRACE	9	Firetrace Limited	Granted	Brazil	82627046	Monday, October 11, 2004	82627046	Tuesday, October 23, 2007	Monday, October 23, 2017	Fire extinguishing equipment and parts and fittings therefor. Apparatus comprising: aerosol fire extinguishing compositions		
T241 CA	FIRETRACE (w/visual)	9	Firetrace Limited	Granted	Canada	747518	Tuesday, February 15, 1994	TM447241	Tuesday, March 11, 1997	Sunday, March 11, 2012	Automatic fire extinguishers for fixed mounting within enclosed spaces		
T2041 CH	FIRETRACE (w/visual)	9	Firetrace Limited	Granted	Switzerland/Married Designation	772788	Tuesday, December 18, 2001	772788	Thursday, February 07, 2002	Thursday, February 07, 2002	Fire extinguishing apparatus		
T2041 ID	FIRETRACE (w/visual)	9	Firetrace Limited (I)	Granted	Indonesia	400.20102.0184.0130	Tuesday, January 22, 2002	537100	Thursday, May 22, 2003	Sunday, January 22, 2012	Fire extinguishing apparatus included in Class 9		No conf. that the assignment of this registration to Firetrace Ltd was recorded against the mark.
T241 NO	FIRETRACE (w/visual)	9	Firetrace Limited	Granted	Norway/Married Designation	772788	Tuesday, December 09, 2001	772788	Thursday, February 07, 2002	Thursday, February 07, 2002	Fire extinguishing apparatus		
T2041 RU	FIRETRACE (w/visual)	9	Firetrace Limited	Granted	Russian Federation/Married Designation	772788	Tuesday, December 18, 2001	772788	Thursday, February 07, 2002	Thursday, February 07, 2002	Fire extinguishing apparatus		
T2041 SG	FIRETRACE (w/visual)	9	Firetrace Limited	Granted	Singapore/Married Designation	772788	Tuesday, December 18, 2001	772788	Thursday, February 07, 2002	Thursday, February 07, 2002	Fire extinguishing apparatus		
T2041 TR	FIRETRACE (w/visual)	9	Firetrace Limited	Granted	Turkey/Married Designation	772788	Tuesday, December 18, 2001	772788	Thursday, February 07, 2002	Thursday, February 07, 2002	Fire extinguishing apparatus		
T2041 TW	FIRETRACE (& Device)	9	Firetrace Limited	Granted	Taiwan	89169639	Friday, December 01, 2000	982950	Saturday, February 02, 2002	Thursday, February 02, 2002	Alarms, fire extinguishers, fire resistant clothing, fire alarm and hose boxes, smoke masks, fire sensors, fire alarms and gas alarms		USPTO website still lists this mark as in force but USPTO records show the mark renewed less so may not be in force.
T2041 US	FIRETRACE (w/visual)	9	Firetrace Limited	Granted (?)	USA	1,347,436	Monday, March 07, 1994	1,347,436	Tuesday, January 09, 1995	Monday, January 09, 2005	Fire extinguishing apparatus		No conf. that the assignment of this registration to Firetrace Ltd was recorded against the mark.
T2041 ID	VULCAN FIRETRACE	9	Firetrace Limited (I)	Granted	Indonesia		Tuesday, January 22, 2002	537101	Thursday, May 22, 2003	Wednesday, May 22, 2013	Fire extinguishing apparatus included in Class 9		

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