

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
Adam Zmuda		01/14/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Protection One Alarm Monitoring, Inc.		
Street Address:	4221 West John Carpenter Freeway		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3501181	PROTEK1	
CORRESPONDENCE DATA			
Fax Number:	(214)999-0333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-999-2912		
Email:	cbarnett@scottandscottllp.com		
Correspondent Name:	Scott & Scott, c/o Christopher Barnett		
Address Line 1:	2200 Ross Avenue, Suite 5000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	P1 (784.15)		
NAME OF SUBMITTER:	Christopher Barnett		
Signature:	/Christopher Barnett/		
Date:	06/03/2010		

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Total Attachments: 8

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SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is between Protection One Alarm Monitoring, Inc., a Delaware corporation, having a principal place of business at 4221 West John Carpenter Freeway, Irving, Texas ("Protection One") and Adam Zmuda, an individual whose address is 376 Crestmont Drive, Newfoundland, Pennsylvania ("Zmuda"). The Effective Date of the Agreement is the date on which both parties have signed the Agreement.

RECITALS

Protection One is the owner of the following U.S. trademark registrations and applications for registration (the "P1 Marks"):

1. U.S. Registration No. 3,093,237 for the mark PROTECTION ONE [WITH DESIGN] for security system-related goods and services in international classes 9, 37 and 45, dated May 16, 2006.
2. U.S. Registration No. 1,541,841 for the mark PROTECTION ONE for security system-related services in international classes 35 and 37, dated May 30, 1989.
3. U.S. Registration No. 1,686,181 for the mark PROTECTION ONE for security system-related goods in international class 9, dated May 12, 1992.
4. U.S. Registration No. 3,057,621 for the mark PROTECTION ONE [WITH DESIGN] for security system-related services in international class 45, dated February 7, 2006.
5. U.S. Registration No. 2,091,397 for the mark 24 HOUR ALARM SERVICES PROTECTION ONE [WITH DESIGN] for security system-related goods and services in international classes 9, 37, and 42, dated August 26, 1997.
6. U.S. Application Serial No. 78/957392 for the mark P1 for security system-related services in international classes 42 and 45, filed August 22, 2006.
7. U.S. Application Serial No. 78/957397 for the mark P1 for security system-related services in international class 37, filed August 22, 2006.
8. U.S. Application Serial No. 78/957394 for the mark P1 for security system-related services in international class 38, filed August 22, 2006.
9. U.S. Application Serial No. 78/957389 for the mark P1 for security system-related goods in international class 9, filed August 22, 2006.
10. U.S. Application Serial No. 78/862559 for the mark ALWAYS P1 for security system-related services in international classes 42 and 45, filed April 17, 2006.
11. U.S. Application Serial No. 78/862556 for the mark ALWAYS P1 for security system-related services in international class 38, filed April 17, 2006.

Zmuda is the owner of the following U.S. trademark registration (the "Zmuda Mark"):

1. U.S. Registration No. 3,501,181 for the mark PROTEK1 [WITH DESIGN] for security system-related services in international classes 37 and 45, dated February 7, 2006.

Zmuda also is the owner of the following Internet domain names (the "Domain Names"):

1. protek1.com
2. protek1.net
3. protek1.org
4. protek1.mobi

Protection One has filed a cancellation proceeding related to Zmuda's use of the Zmuda Mark and the Domain Names before the Trademark Trial and Appeal Board ("TTAB") of the U.S. Patent and Trademark Office ("USPTO"), styled *Protection One Alarm Monitoring, Inc. v. Adam Zmuda*, Cancellation No. 92050225, filed November 18, 2008 (the "TTAB Proceeding").

The parties desire to settle the matters at issue in the TTAB Proceeding, subject to and upon the terms and conditions set forth in this Agreement.

Therefore, the parties agree as follows:

1.

2. **ASSIGNMENT OF ZMUDA MARK.** Zmuda hereby conveys, transfers, and assigns to Protection One all of Zmuda's right, title, and interest of whatever kind in and to the Zmuda Mark, together with all income, royalties, and damages hereafter due or payable to Zmuda with respect to the Zmuda Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Zmuda Mark and all rights to sue for past, present and future infringements or misappropriations of the Zmuda Mark.

Zmuda shall execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Protection One full right, title, and interest in the Zmuda Mark.

3. **ASSIGNMENT OF DOMAIN NAMES.** Zmuda hereby conveys, transfers, and assigns to Protection One all of Zmuda's right, title, and interest of whatever kind in and to the Domain Names, together with all income, royalties, and damages hereafter due or payable to Zmuda with respect to the Domain Names, including without limitation, damages, and payments for past or future infringements and misappropriations of the Domain Names and all rights to sue for past, present and future infringements or misappropriations of the Domain Names.

Zmuda shall execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Protection One full right, title, and interest in the Domain Names.

4. **ZMUDA REPRESENTATIONS.** Zmuda represents and warrants that he has not registered any other Internet domain names in any jurisdiction consisting of the word "protection," or any derivation or approximation thereof, together with any number, expressed either as a word or a numeral.

Zmuda further represents and warrants that the list attached to this Agreement at Exhibit A includes each and every current or recurring advertisement or other publication placed by or at the direction of Zmuda in any format or medium incorporating the Zmuda Mark.

5. **LICENSE AND USE OF ZMUDA MARK AND DOMAIN NAMES.** Protection One hereby grants to Zmuda a limited, non-exclusive, revocable license to use the Zmuda Mark and the Domain Names in connection with any goods or services in association with which Zmuda uses the Zmuda Mark or the Domain Names as of the Effective Date. This license will terminate one-hundred twenty (120) days following the Effective Date. The purpose of the license is to give Zmuda sufficient time to phase out any and all uses of the Zmuda Mark and the Domain Names and to modify or destroy any and all marketing, packaging or other materials in Zmuda's possession bearing the Zmuda Mark or the Domain Names. Included within the scope of such efforts, Zmuda specifically shall order the removal of the Zmuda Mark from any vehicles in his possession publicly displaying the Zmuda Mark as of the Effective Date of the Agreement, and, no later than eight (8) weeks following the date Zmuda delivers the signed Certificate of Compliance identified in Section 1, above, Zmuda shall deliver to Protection One photographs depicting any such vehicles both prior to and following such removal. Zmuda shall not use the Zmuda Mark or the Domain Names for any purpose following the expiration of this license. Zmuda further shall cancel or modify any current or recurring, third-party advertisements or other publications incorporating the Zmuda Mark to ensure that any such advertisements or other publications published after one-hundred twenty (120) days following the Effective Date omit any and all display of the Zmuda Mark.

6. **DOMAIN NAME TRANSFER.** Within one-hundred twenty (120) days following the Effective Date Zmuda shall contact any and all any Internet domain name registrars with which any of the Domain Names are registered and shall instruct those registrars to transfer or otherwise change the registration information associated with any of the Domain Names to reflect Protection One's sole ownership thereof. Zmuda further shall provide any and all additional information reasonably required by those registrars to effect such transfer or change.

In addition, notwithstanding Zmuda's obligation to take action to transfer control of the Domain Names to Protection One, effective one-hundred twenty (120) days following the Effective Date, Zmuda hereby irrevocably appoints Protection One as its attorney-in-fact to have full power and authority to act on Zmuda's behalf with regard to the registration of, and with regard to any transfer of ownership rights in, the Domain Names. Protection One's power as Zmuda's attorney-in-fact includes, but is not necessarily limited to, the authority to contact any Internet domain name registrars with which any of the Domain Names are registered and to instruct those registrars to transfer or otherwise change the registration information associated with any of the Domain Names to reflect Protection One's sole ownership thereof. In the event any domain name registrar receives any conflicting instructions or requests from Zmuda and Protection One, the instructions or

requests received from Protection One are to prevail, and all inconsistent instructions or requests are to be ignored in their entireties.

7. **FUTURE TRADEMARKS OR DOMAIN NAMES.** Zmuda shall not at any time, in any jurisdiction, use, register or attempt to use or register any trademark, any Internet domain name, or any account or user name for any third-party Internet site (such as, for example, Facebook.com, YouTube.com or Twitter.com) consisting of the word "protection," or any derivation or approximation thereof, together with any number, expressed either as a word or a numeral.
8. **DISMISSAL OF PROCEEDING.** Within three (3) business days following the Effective Date, Protection One shall file a Motion to Suspend the TTAB Proceeding for one-hundred twenty (120) days. Following the end of that 120-day period, and contingent on Zmuda's fulfillment of all of his obligations under this Agreement, Protection One shall file a Withdrawal of Cancellation to dismiss the TTAB Proceeding.
9. **RELEASE OF CLAIMS.** Each party and its successors, assigns, affiliates, parents, subsidiaries, officers, agents, employees, and legal representatives forever release and discharge the other Party and its successors, assigns, affiliates, parents, subsidiaries, officers, agents, employees, and legal representatives from and on account of any claim relating to the Zmuda Mark (collectively "Claims"), arising prior to the Effective Date, and for any and all Claims arising after the Effective Date, provided the Party to be released complies with its obligations under this Agreement.
10. **CONFIDENTIALITY.** The parties at all times shall keep this Agreement, the existence of the settlement reflected in this Agreement, all terms of settlement, and all details related to the settlement, completely confidential.
11. **NOTICES.** All notices or other communications required or permitted under this Agreement must be in writing and are to be deemed given when delivered personally, by registered or certified mail, by e-mail or by overnight courier (fare prepaid) addressed as follows:

If to Protection One:

Protection One Alarm Monitoring, Inc.
4221 West John Carpenter Freeway
Irving, Texas 75063
ATTN: Eric Griffin
e-mail: egriffin@ProtectionOne.com

With a copy to:

Scott & Scott LLP
2200 Ross Avenue, Suite 5000
Dallas, Texas 75201
ATTN: Robert J. Scott
e-mail: rscott@scottandscottllp.com

If to Zmuda:

Adam Zmuda
376 Crestmont Drive
Newfoundland, Pennsylvania 18445
e-mail: adamz@ptd.net

With a copy to:

Cahn & Samuels, LLP
1100 17th Street NW, Suite 401
Washington, DC 20036
ATTN: Frederick N. Samuels

12. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. It may be changed, waived, or modified only by a writing signed by the parties. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.
13. **NO WAIVER.** The failure of either party to insist upon strict performance of any obligation of the other party under this Agreement, irrespective of the length of time for which such failure continues, is not to be considered a waiver of its right to demand strict compliance in the future. No consent or waiver, expressed or implied by either party, to or of any breach or default in the performance of any obligation under this Agreement by the other party constitutes a consent or waiver to or of any breach or default in the performance of the same or any other obligation.
14. **SUCCESSORS & ASSIGNS.** This Agreement is binding upon, and inures to the benefit of, the parties and their respective heirs, personal representatives, devisees, successors in trust, successors and assigns, administrators, officers, directors, shareholders, members, managers, partners, agents, employees, attorneys, subsidiaries, parent corporations, affiliates, successors in interest, successors through merger or corporate restructure, and successors through a sale of all or substantially all of the assets or business, and anyone else acting on their behalf.
15. **CHOICE OF LAW AND VENUE.** This Agreement is to be governed by, construed and enforced according to the laws of the State of Texas and of the United States of America, notwithstanding any conflicts of law or choice of law principle to the contrary. Any litigation arising out of or otherwise relating to this Agreement must be brought exclusively in Dallas County, Texas, in the state or federal court having subject matter jurisdiction, and each party hereby submits to personal jurisdiction in such court.
16. **SEVERABILITY.** If any term or provision of this Agreement is declared invalid by any judicial, administrative or other governmental authority of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or

provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention.

17. **AUTHORITY TO BIND PARTIES.** Each party represents and warrants that it has full power to enter into this Agreement, to carry out the obligations contained herein, and to grant the rights granted herein, and further represents and warrants that its performance of this Agreement does not and will not breach any agreement by which such party is bound.
18. **COUNTERPARTS.** For the convenience of the parties, this Agreement may be executed in multiple counterparts. Each party shall deliver to the other party a signed original of the counterpart executed by such party. Each party's signature page to a counterpart may be appended to any other counterpart to produce a complete document with the signature of all parties. In any event, each executed counterpart shall be considered an original of one and the same agreement if each party has executed at least one counterpart.
19. **BENEFIT OF COUNSEL.** Each party represents that it has had the opportunity to consult with the counsel of its choice in connection with the matters leading up to and including the negotiation and execution of this Agreement and that it has read and understands the entire Agreement and desires to be bound thereby. This Agreement or any part thereof, is not to be construed against any party due to any claim that such party drafted the Agreement or any part of the agreement.
20. **OTHER RELIEF.** If either party is found by a court of competent jurisdiction to be in breach or violation of this Agreement, the other party will suffer irreparable harm. Thus, in addition to the other remedies available, the non-breaching party may seek and, following notice given to the breaching party and hearing, may obtain a preliminary injunction to prevent any further proven breach or violation. In addition, each party shall be entitled to recover, in addition to any other damages to which it may be entitled for any breach or violation of this Agreement, reasonable attorneys' fees, costs and other expenses incurred as a result of such action.

Each of the parties executes this Agreement.

PROTECTION ONE

Date: 1/14/2010

By: 

Eric Griffin

Title: General Counsel

ZMUDA

Date: 12/29/09

By: 

Printed Name: ADAM ZMUDA

EXHIBIT A

**Current or Recurring Advertisements or
Other Publications Incorporating the Zmuda Mark**

Name of Third-Party Publication	Type of Publication	Run Dates of Materials Bearing the Zmuda Mark
A.Z. ALL ADS STOP RUNNING EFFECTIVE DEC. 31, 2009		

EXHIBIT B

Certificate of Compliance

My name is Adam Zmuda, and I am a party to the Settlement Agreement signed on Tuesday December 29th, 2009 by me and by Protection One Alarm Monitoring, Inc. (the "Agreement").

As of the date of this Certificate, I hereby certify that, since the Effective Date of the Agreement:

- a. I have not registered any Internet domain names in any jurisdiction consisting of the word "protection," or any derivation or approximation thereof, together with any number, expressed either as a word or a numeral;
- b. I have instructed any and all any Internet domain name registrars with which any of the "Domain Names" identified in the Agreement are registered to transfer or otherwise change the registration information associated with those Domain Names to reflect Protection One Alarm Monitoring, Inc.'s sole ownership thereof;
- c. I further have provided any and all additional information reasonably required by those registrars to effect such transfer or change related to the Domain Names;
- d. I have ordered the removal of the "Zmuda Mark" identified in the Agreement from any vehicles in my possession publicly displaying the Zmuda Mark as of the Effective Date of the Agreement.
- e. Other than any vehicles in my possession publicly displaying the Zmuda Mark as of the Effective Date of the Agreement, I have modified or destroyed any and all marketing, packaging or other materials in my possession bearing the Zmuda Mark; and
- f. I have cancelled or modified any current or recurring, third-party advertisements or other publications incorporating the Zmuda Mark to ensure that any such advertisements or other publications published after one-hundred twenty (120) days following the Effective Date omit any and all display of the Zmuda Mark.

I declare under penalty of perjury under the laws of the State of Pennsylvania and the United States that the foregoing is true and correct.

Executed the 29th of DECEMBER 2009 at NEWFOUNDLAND, PA.



ADAM ZMUDA