

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lifeshield Technologies, LLC		07/31/2010	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LifeShield, Inc.		
<b>Street Address:</b>	770 Township Line Road		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Berwyn		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19067		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3770550	LIFESHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(610)640-1965		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	610-640-5800		
<b>Email:</b>	ipdocketing@stradley.com		
<b>Correspondent Name:</b>	Kevin R. Casey		
<b>Address Line 1:</b>	30 Valley Stream Parkway		
<b>Address Line 4:</b>	Malvern, PENNSYLVANIA 19355		
<b>ATTORNEY DOCKET NUMBER:</b>	182685-0032		
<b>NAME OF SUBMITTER:</b>	Kevin R. Casey		
<b>Signature:</b>	/kevin r. casey/		

**CH \$40.00 3770550**

Date:

08/20/2010

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 31st day of July, 2010, by Lifeshield Technologies, LLC, a Michigan limited liability company with its principal place of business at 601 Abbot Road, East Lansing, Michigan 48823 ("Assignor") to LifeShield, Inc., a Delaware corporation with its principal place of business at 770 Township Line Road, Suite 350, Berwyn, Pennsylvania 19067 ("Assignee").

WHEREAS, Assignor has adopted, owns, and has used within the United States the designation "LIFESHIELD" as a trademark (the "Transferred Trademark") for personal activator units to be personally carried or worn for emitting emergency signals upon manual activation in a health emergency and for allowing communication with personnel to provide immediate assistance and central dispatch security and alarm systems composed of telephone transmitters and receivers to allow individuals to send emergency signals to summon medical aid when necessary and to allow communication with personnel to provide immediate assistance (the "Goods"), and has obtained U.S. Trademark Registration No. 3,770,550, dated April 6, 2010, covering the Transferred Trademark, from the United States Patent and Trademark Office, a copy of which is attached as Exhibit A (the "Registration");

WHEREAS, Assignor believes itself to be the sole owner of the Transferred Trademark for use in connection with the Goods;

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademark and all foreign rights, if any, throughout the world corresponding to the Transferred Trademark; and

WHEREAS, Assignee has agreed to purchase from Assignor all of Assignor's right, title, and interest in, to, and under the Transferred Trademark and all foreign rights, if any, throughout the world corresponding to the Transferred Trademark.

NOW, THEREFORE, for good and valuable consideration including the payment, subject to the payment terms below, by Assignee to Assignor of a "Transfer Fee" in the total amount of forty seven thousand five hundred U.S. dollars (\$47,500) and of the premises and covenants set forth in this document, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers, without recourse, to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademark, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this Assignment or thereafter, including, without limitation, all

claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives. Notwithstanding the above assignment to the contrary, Assignor makes no representation that the Transferred Trademark does not conflict with any third party's rights. Assignor grants to Assignee only those rights as Assignor now or may in the future have to the Transferred Trademark and Assignor makes no representation hereunder with respect to those rights. Assignor assumes no liability to Assignee or to any third parties arising from or relating to Assignee's use of the Transferred Trademark.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Transferred Trademark to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this Assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark included in the Transferred Trademark.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Trademark under this Assignment.

Assignee owns the trademark LIFESHIELD™ for use in connection with "security systems comprised of electronic sensors, anti-intrusion alarms, readers, keypads, handsets, consoles, computers, and communications and power units for residential and commercial use in International Class 09" and has filed Application Serial No. 77-901,539 to register that mark on the principal register of the U.S. Patent and Trademark Office. Assignee agrees to diligently pursue this Application without delay. Assignor agrees that payment of the Transfer Fee shall occur as follows: \$25,000 upon execution of this Assignment and a conditional \$22,500 immediately after Assignee receives a registration for Assignee's mark in this Application Serial No. 77-901,539. Should the United States Patent and Trademark Office finally refuse Assignee's Application Serial No. 77-901,539, despite Assignee's diligent pursuit, then Assignor shall not receive the payment of \$22,500 from Assignee. In the event of a default by Assignee, Assignor shall be entitled to all costs to enforce this Agreement, including but not limited to, reasonable attorney fees.

This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Dated: 7/31, 2010

**ASSIGNOR**

Lifeshield Technologies, LLC

By: 

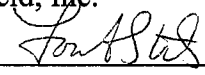
Name: Stan Matysiak

Title: Member

Dated: 7/23, 2010

**ASSIGNEE**

LifeShield, Inc.

By: 

Name: Louis Stilp

Title: Chief Operating Officer

**EXHIBIT A**

**United States of America**  
United States Patent and Trademark Office

**LIFESHIELD**

**Reg. No. 3,770,550** LIFESHIELD TECHNOLOGIES, LLC (MICHIGAN LIMITED LIABILITY COMPANY)  
Registered Apr. 6, 2010 601 ABBOT ROAD  
EAST LANSING, MI 48823

**Int. Cl.: 9** FOR: PERSONAL ACTIVATOR UNITS TO BE PERSONALLY CARRIED OR WORN FOR  
EMITTING EMERGENCY SIGNALS UPON MANUAL ACTIVATION IN A HEALTH  
EMERGENCY AND FOR ALLOWING COMMUNICATION WITH PERSONNEL TO PROVIDE  
IMMEDIATE ASSISTANCE; CENTRAL DISPATCH SECURITY AND ALARM SYSTEMS  
TRADEMARK  
PRINCIPAL REGISTER COMPOSED OF TELEPHONE TRANSMITTERS AND RECEIVERS TO ALLOW INDIVIDUALS  
TO SEND EMERGENCY SIGNALS TO SUMMON MEDICAL AID WHEN NECESSARY AND  
TO ALLOW COMMUNICATION WITH PERSONNEL TO PROVIDE IMMEDIATE ASSIST-  
ANCE, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 5-1-2009; IN COMMERCE 6-15-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-793,573, FILED 7-30-2009.

KATHLEEN M. VANSTON, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office