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 |
|--------------------|----------|----------------|--------------------------|
| 97875 Canada, Inc. | | 09/15/2010 | INC. ASSOCIATION: CANADA |

RECEIVING PARTY DATA

| Name: | 7641966 Canada Inc. | |
|-----------------|--------------------------|--|
| Street Address: | 8270 Mayrand | |
| City: | Montreal | |
| State/Country: | CANADA | |
| Postal Code: | H4P 2C5 | |
| Entity Type: | INC. ASSOCIATION: CANADA | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------------|
| Registration Number: | 3006108 | DIGIBANK SECURITY |
| Registration Number: | 3521098 | DSD DIGITAL SECURITY DIAGNOSTICS |

CORRESPONDENCE DATA

Fax Number: (585)232-2152

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 585-232-6500

Email: ssalai@hselaw.com

Correspondent Name: Stephen B. Salai, Esq.

Address Line 1: 1600 Bausch & Lomb Place

Address Line 2: Harter Secrest & Emery LLP

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER: 88448.000013

DOMESTIC REPRESENTATIVE

Name:

TRADEMARK REEL: 004297 FRAME: 0706 3006108

CH \$65.00

900174157

| Address Line 1: Address Line 2: Address Line 3: Address Line 4: | |
|---|--------------------|
| NAME OF SUBMITTER: | Stephen B. Salai |
| Signature: | /Stephen B. Salai/ |
| Date: | 10/18/2010 |
| Total Attachments: 3 source=Assignment_10-18-10#page1.tif source=Assignment_10-18-10#page2.tif source=Assignment_10-18-10#page3.tif | |

TRADEMARK
REEL: 004297 FRAME: 0707

TRADEMARK ASSIGNMENT made as of the 15th day of September 2010.

BY: 97875 CANADA INC.

8270 Mayrand

Montreal, Quebec H4P 2C5

(the "Assignor")

TO: 7641966 CANADA INC.

8270 Mayrand

Montreal, Quebec H4P 2C5

(the "Assignee")

RE: Trademarks, Trade Names and Domain Names

For **TEN DOLLARS** and other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee, all right, title and interest throughout the territory of **Canada and elsewhere in the world** in and to each trademark, trade name and domain name identified in the Schedule A hereto attached (collectively, the "**Marks**"), as well as all graphic representations of the Marks, including any and all common law rights in and to the Marks, together with all of the goodwill associated with each of the Marks.

The Assignor further confirms that the assignment of the Marks by the Assignor to the Assignee is effective as of the date hereinabove stated.

The Assignor undertakes to execute and perform all other acts necessary or useful to give full effect to this Assignment as requested by the Assignee.

This Assignment shall bind the Assignor and inure to the benefit of the Assignee, and their respective successors, assigns and legal representatives, as well as their respective present and future affiliated and subsidiary companies and licensees.

The Assignor has requested that the present document be drafted in English. Le cédant a requis que le présent document soit rédigé en anglais.

97875 CANADA INC

Per:

Duly authorized representative

Name: Harold Schneider

Title: President

SCHEDULE A

| Trademarks (Canada) | Registration No. |
|---|------------------|
| | |
| AVANTAGE INTER-CITÉ | TMA446,349 |
| INTER-CITY ADVANTAGE | TMA449,284 |
| THE INTER-CITY GROUP | TMA460,177 |
| LE GROUPE INTER-CITÉ | TMA460,178 |
| DIGIBANK | TMA545,405 |
| DIGIBANK SECURITY | TMA563,541 |
| DIGIBANK & Design | TMA581,015 |
| DIGIBANK | |
| DIGIMART SECURITY | TMA624,978 |
| DSD DIGITAL SECURITY DIAGNOSTICS & Design | TMA705,518 |
| DIAGNOSTICS | |
| Trademarks (United States) | |
| DIGIBANK SECURITY | 3006108 |
| DSD DIGITAL SECURITY DIAGNOSTICS & Design | 3521098 |
| DIGITAL SECURITY DIAGNOSTICS | |
| | |

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TRADEMARK REEL: 004297 FRAME: 0709

| Trade Names |
|------------------------|
| |
| ICV |
| Inter City Video |
| Inter-City TV |
| Inter-Cité TV |
| Le Groupe Inter-Cité |
| The Inter-City Group |
| Solutions Vidéo Alarme |
| Video Alarm Systems |

| Domain Names |
|--------------------------------|
| |
| digibanksecurity.com |
| digimartsecurity.com |
| digimartmedia.com |
| digitalsecuritydiagnostics.com |
| intercite.com |
| intercitygroup.com |
| intercitevideo.com |
| intercityvideo.com |
| |
| digibank.ca |
| digimart.ca |
| intercite.ca |
| inter-city.ca |
| intercitevideo.ca |
| intercityvideo.ca |
| |
| digibank.biz |
| intercite.biz |

RECORDED: 10/18/2010