

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Omega Research & Development, Inc.		11/09/2010	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Omega Research and Development Technology, LLC
<b>Street Address:</b>	150 Marcus Boulevard
<b>City:</b>	Hauppauge
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11788
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1594102	K-9 CAR ALARM
Registration Number:	2466644	PSYREN THE PSYCHO SIREN
Registration Number:	2556897	PSYREN THE PSYCHO SIREN
Registration Number:	2266793	FREEDOM KEYLESS ENTRY & SECURITY
Registration Number:	1914780	EXCALIBUR
Registration Number:	1309829	EXCALIBUR
Registration Number:	1415611	EXCALIBUR
Registration Number:	1741174	CRIME GUARD

**CORRESPONDENCE DATA**

Fax Number: (516)802-7008  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 516-802-7007  
 Email: pjuergensen@levystopol.com  
 Correspondent Name: Paul A. Juergensen

**900177340**

**TRADEMARK  
 REEL: 004413 FRAME: 0741**

**CH \$215.00 1594102**

Address Line 1: 1425 RXR Plaza  
Address Line 2: Levy, Stopol & Camelo, LLP  
Address Line 4: Uniondale, NEW YORK 11556

NAME OF SUBMITTER:	Paul A. Juergensen
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Signature:	/paul a. juergensen/
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Date:	11/12/2010
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Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made this \_\_\_\_ day of November, 2010, by and between OMEGA RESEARCH & DEVELOPMENT, INC., a Georgia corporation having a place of business at 981 North Burnt Hickory Road, Douglasville, GA 30134 (the "Assignor") and OMEGA RESEARCH AND DEVELOPMENT TECHNOLOGY LLC, a Delaware limited liability corporation having a place of business at 150 Marcus Blvd., Hauppauge, NY 11788 (the "Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, the Assignor is the owner of the trademarks, service marks, trade names, trademark registrations, and trademark applications set forth on Schedule A hereto (the "Trademarks");

WHEREAS, the Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee agreed to purchase all of Assignor's right, title and interest in and to the Trademarks used in connection with the Business and any and all goodwill of the business symbolized thereby;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells and transfers onto Assignee all of Assignor's right, title and interest in and to the Trademarks, including all common law rights, throughout the world in perpetuity, together with the goodwill of the business symbolized by the Trademarks, and together with the right to sue and recover for all past, present and future infringements and other violations of the Trademarks the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by the Assignor had this assignment not been made.

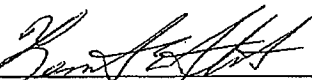
2. Ownership and Validity of the Trademarks. Assignor represents and warrants that it owns the sole, exclusive, valid and unencumbered right, title and interest in and to the Trademarks listed on Schedule A and it has not granted any liens, mortgages, encumbrances, licenses or other Agreements thereon or thereto. Assignor has the full right, power and authority to grant all of the rights, title and interests contemplated under this Agreement. The Trademarks are valid and enforceable and, to its knowledge, Assignor has not undertaken or omitted to undertake any acts, and no circumstances exist, that would invalidate, reduce or eliminate the enforceability or scope of the Trademarks.

3. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to confirm record and perfect title and interest in and to the Trademarks in Assignee, its successors, assigns, or other legal representatives, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

OMEGA RESEARCH & DEVELOPMENT, INC.

By:   
Name: *KENNETH E FICK*  
Title: *FRES*

ASSIGNEE:

OMEGA RESEARCH & DEVELOPMENT  
TECHNOLOGY LLC

By: \_\_\_\_\_  
Name: Loriann Shelton  
Title: Manager



IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

OMEGA RESEARCH & DEVELOPMENT, INC.

By: \_\_\_\_\_

Name:

Title:

ASSIGNEE:

OMEGA RESEARCH & DEVELOPMENT  
TECHNOLOGY LLC

By:  \_\_\_\_\_

Name: Loriann Shelton

Title: Manager

**SCHEDULE A**

**U.S. Trademarks**

<u>Mark</u>	<u>Registration No.</u>
K-9 CAR ALARM	1,594,102
PSYREN THE PSYCHO SIREN	2,466,644
PSYREN THE PSYCHO SIREN & Design	2,556,897
FREEDOM KEYLESS ENTRY & SECURITY	2,266,793
EXCALIBUR & Design	1,914,780
EXCALIBUR	1,309,829
EXCALIBUR	1,415,611
CRIME GUARD	1,741,174

**Canadian Trademarks**

<u>Mark</u>	<u>Registration No.</u>
K-9 CAR ALARM	TMA 430,222
EXCALIBUR	TMA 387,720