

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
Safe Stop International LLC		12/14/2010	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Safestop Holdings, LLC		
Composed Of:	COMPOSED OF LLC organized in IN		
Street Address:	7988 Centerpoint Drive		
Internal Address:	Suite 400		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46256		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3625522	SS SAFESTOP INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(317) 237-0300		
Email:	intead@bakerd.com, doug.yerkeson@bakerd.com, stacy.webb@bakerd.com		
Correspondent Name:	Doug Yerkeson		
Address Line 1:	300 North Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Douglas A. Yerkeson		
Signature:	/Douglas A. Yerkeson/		

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TRADEMARK

Date:

01/25/2011

Total Attachments: 4

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EXHIBIT C

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, on or about the date set forth below, Safe Stop International LLC, a Michigan limited liability company (the "Seller") and Safestop Holdings, LLC, an Indiana limited liability company (the "Purchaser") closed on a transaction contemplating the sale of certain assets pursuant to that Asset Purchase Agreement entered into as of December 14, 2010 (the "Purchase Agreement"), by and between those parties and pursuant thereto enter into this Assignment of Trademark Rights ("Assignment"); and

WHEREAS, the Seller is the proprietor of all right, title and interest in and to the registered trademark, "Safestop & Mark" under U.S. Trademark Registration No. 3,625,522 and any and all common law rights to the "Safestop & Mark" trademark; any and all other registered and common law trademarks and service marks set forth in the Purchase Agreement; and the Internet domain www.safestopinc.com (collectively, the "Trademark").

WHEREAS, the Purchaser and the Seller entered into the Purchase Agreement, the terms of which are incorporated herein; and

WHEREAS, the terms provided in this Assignment but not defined shall have the same meaning as set forth in the Purchase Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Seller and the Purchaser agree as follows: The Seller does hereby transfer and assign to the Purchaser all of the Seller's worldwide right, title and interest to and in the Trademark, together with any and all ownership interest, all goodwill, and any rights to sue for all past, present, and future damages.

The Seller represents and warrants that no agreement has been entered into that conflicts with this Assignment. All representations of the Seller in the Purchase Agreement with respect to the Trademark are incorporated herein. The Seller further agrees to provide information within the Seller's knowledge or belief, and to do all other commercially reasonable actions that the Purchaser or its legal representatives deem necessary or desirable and request of the Seller at the cost of the Purchaser in connection with obtaining or maintaining any such Trademark, or in order to perfect the Purchaser's ownership of the right, title and interest conveyed by this Assignment, or in connection with this Assignment.

The Seller hereby represents and warrants that it has full right to convey the entire right, title and interest in the Trademark herein assigned.

The Purchaser shall be solely responsible for all actions and all costs whatsoever, including attorney's fees arising after the date of this Assignment and associated with the right, title and interest to the Trademark, except as specifically provided in the Purchase Agreement by and between the Seller and the Purchaser. Such responsibility for recording and protecting the Trademark including all actions and all costs whatsoever associated with the continuous prosecution in the maintenance and enforcement of the assigned Trademark shall be the responsibility of the Purchaser and the Seller shall have no obligation to pay any maintenance fee which becomes due, if any, after the closing.

This Assignment is intended to inure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns. It is the intention of the parties hereto that this Assignment may be executed in an original format, by a facsimile, by PDF or by other generally accepted electronic means in any number of counterparts, each of which counterparts and any copies of which may be deemed an original, and all of which together shall constitute one and the same agreement.

The Seller shall not retain license or right to use the assigned Trademark.

[Remainder of page intentionally left blank.]

[Signature page to Assignment of Trademark Rights]

SIGNED this 14th day of December 2010.

SELLER:

Safe Stop International LLC

By: _____

Name: Michael J. Trebilcott

Its: President

ACCEPTED:

PURCHASER:

Safestop Holdings, LLC

By: _____

Name: Charles Diawara

Its: Manager

SIGNED this 14th day of December 2010.

SELLER:

Safe Stop International LLC

By: _____

Name: Michael J. Trebilcott

Its: President

ACCEPTED:

PURCHASER:

Safestop Holdings, LLC

By: _____

Name: Charles Diawara

Its: Manager