

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Fire Protection Group, Inc.		01/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AFPG Acquisition, Inc.		
Street Address:	801 North 31st Street		
City:	Monroe		
State/Country:	LOUISIANA		
Postal Code:	71201		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3686609	AMERICAN FIRE PROTECTION GROUP	
CORRESPONDENCE DATA			
Fax Number:	(612)492-7077		
Phone:	612-492-7000		
Email:	ip@fredlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
Signature:	/Patricia A. Larson/		
Date:	02/03/2012		

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**Total Attachments: 5**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the "Assignment") is entered into this 7th day of January, 2012 (the "Effective Date") by and between American Fire Protection Group, Inc., a Delaware corporation, ("Assignor") and AFPG Acquisition, Inc., a Minnesota corporation ("Assignee").

### RECITALS:

WHEREAS, Assignor and Assignee are parties, along with certain other selling parties, to that certain Asset Purchase Agreement dated as of the Effective Date (the "Asset Purchase Agreement"), and pursuant to which Assignee will purchase the Purchased Assets of Assignor, effective as of the date hereof; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title, and interest in and to all of Assignor's Intellectual Property Rights, including, without limitation, those items set forth in Appendix A annexed hereto and incorporated herein by this reference, including any and all goodwill associated therewith (all of the foregoing being referred to herein as the "Intellectual Property"); and

WHEREAS, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee, all of such Intellectual Property; and

WHEREAS, this Assignment is contemplated by Section 5(a)(X) of the Asset Purchase Agreement.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.
2. Assignment. On the terms and subject to the conditions of the Asset Purchase Agreement, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, the transfer and assignment of, all right, title, and interest in and to Assignor's Intellectual Property for the territory of the United States of America and all foreign countries, including, without limitation, (i) all rights, interests, claims, and demands, recoverable at law or in equity, that Assignor has or may have in royalties, proceeds, profits, and damages for past, present, and future infringements of the Intellectual Property, including, without limitation, the right to compromise, sue for and collect said royalties, proceeds, profits, and damages, (ii) all rights to file both domestic and foreign applications for registration of all such Intellectual Property and

other protection for existing registrations, including renewals and extensions thereof, (iii) all rights to print, to publish, to reproduce, to prepare derivative works, to distribute copies of the Intellectual Property by license or sale, rental, lease, lending, or other transfer of ownership, to publicly perform and to publicly display the Intellectual Property in all countries of the world, including, without limitation, the United States and all of its territories and possessions, and (iv) any and all goodwill associated with the Intellectual Property, the same to be held and enjoyed by Assignee, and its successors and assigns from and after the Closing Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Further Actions. Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to enforce and be duly recorded as the registered owner of the Intellectual Property and all other rights hereby conveyed.

4. Terms of the Asset Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement shall govern.

5. Recording. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Intellectual Property and to deliver to Assignee, and to Assignee's attorneys, agents, and their respective successors and assigns, all official documents and communications as may be warranted by this Assignment.

6. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Asset Purchase Agreement shall survive the execution and delivery of this Assignment.

7. Binding Effect. This Assignment shall be, and is, binding in all respects upon each of Assignor and Assignee and their respective successors and assigns.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

9. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the laws and statutes of the State of Minnesota without regard to conflicts-of-laws principles that would require the application of any other law.

***\*\*\*Signature Page to Assignment of Intellectual Property Rights Follows\*\*\****

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

ASSIGNOR:

AMERICAN FIRE PROTECTION GROUP, INC., a Delaware Corporation

By: 

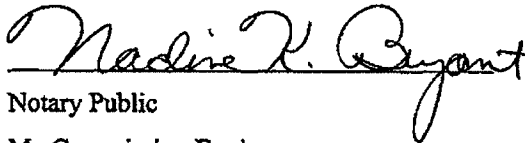
Name: Ronald O'Connor

Its: Chief Financial Officer

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

On this 6\* day of January, 2012, personally appeared Ronald O'Connor to me known, who being by me duly sworn did say that he is the Chief Financial Officer of American Fire Protection Group, Inc. a Delaware corporation, and that said instrument was signed on behalf of said company by the authority of its board of directors, and Ronald O'Connor as the Chief Financial Officer of said company acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

  
Notary Public

My Commission Expires:

Nov. 9, 2015



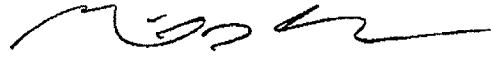
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[Signature Page of Assignment of Trademark of American Fire Protection Group, Inc.]

IN WITNESS WHEREOF, Assignee has caused its duly authorized officer to execute this Assignment as of the first date written above.

**ASSIGNEE:**

**AFPG ACQUISITION, INC.,** a Minnesota Corporation

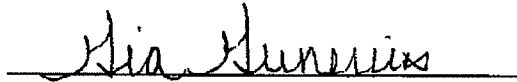
By:   
Name: Michael Gengler  
Its: Chief Executive Officer



STATE OF MINNESOTA            )  
  )       SS.  
COUNTY OF RAMSEY            )

On this 6th day of January, 2012, personally appeared Michael Gengler, to me known, who being by me duly sworn did say that he is the Chief Executive Officer of AFPG ACQUISITION, INC., a Minnesota corporation, and that said instrument was signed on behalf of said company by authority of its board of directors, and said Michael Gengler as the Chief Executive Officer of said company said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

  
Notary Public

My Commission Expires:  
January 31, 2015

*[Signature Page of Assignment of Trademark of American Fire Protection Group, Inc.]*

**Appendix A**  
**Intellectual Property**

<b>Mark</b>	<b>Registration No.</b>	<b>Owner</b>
American Fire Protection Group	3686609	American Fire Protection Group, Inc.

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