

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/05/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	VARTKES KORHONIAN		05/08/2012
	GREGORY ALAN BIER		05/08/2012
RECEIVING PARTY DATA			
Name:	TRI-ED DISTRIBUTION INC.		
Street Address:	135 Crossways Park Drive		
Internal Address:	Suite 101		
City:	Woodbury		
State/Country:	NEW YORK		
Postal Code:	11797		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3629983	PRODIGY
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	37869-180		
NAME OF SUBMITTER:	Susan Zablocki		

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TRADEMARK

Signature:	/susan zablocki/
Date:	05/08/2012
Total Attachments: 4 source=Prodigy Trademark Assignment#page1.tif source=Prodigy Trademark Assignment#page2.tif source=Prodigy Trademark Assignment#page3.tif source=Prodigy Trademark Assignment#page4.tif	

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT ("*Assignment*"), effective as of October 5, 2011, is entered into by Vartkes Korhonian and Gregory Alan Bier, both United States citizens, domiciled in California, c/o Mitchell Silberberg & Knupp, 11377 West Olympic Boulevard, Los Angeles, California 90064, (each a Shareholder of Video Security Specialists, Inc.; together, "*Assignors*") in favor of Tri-Ed Distribution Inc., a California corporation, having its principal place of business at 135 Crossways Park Drive, Suite 101, Woodbury, NY 11797 ("*Assignee*").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of October 5, 2011, by and among Video Security Specialists, Inc., the Shareholders of Video Security Specialists, Inc., and Tri-Ed Distribution Inc., Assignors wish to transfer and assign, and Assignee wishes to acquire, certain assets of Assignors, including, without limitation, all of Assignors' right, title and interest in and to the trademark registrations identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the "*Marks*").

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignors hereby irrevocably sell, transfer, assign, convey and deliver to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States, any foreign country, or any multinational registration bodies, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignors hereby request the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignors shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and

delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) to effectuate the purposes of this Assignment.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (without regards to its conflicts of laws provisions).
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

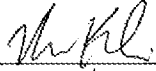
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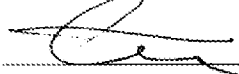
IN WITNESS WHEREOF, the undersigned have executed this Assignment on the dates noted below, effective as of October 5, 2011.

VARTKES KORHONIAN



Date: 5/8, 2012

GREGORY ALAN BIER



Date: 5/8, 2012

Schedule A
to Trademark Assignment

UNITED STATES TRADEMARK REGISTRATIONS	
TRADEMARK	REGISTRATION NUMBER
PRODIGY	3629983