

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
Richmann Management Corporation		05/01/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Universal Protection Service, LP		
Street Address:	1551 N. Tustin		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3746773	ATMOSPHERE MANAGEMENT	
Registration Number:	3842793	SMART GUARDS - SMART CHOICE	
CORRESPONDENCE DATA			
Fax Number:	9498333445		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	949-851-9001		
Email:	jresnick@vrslaw.net		
Correspondent Name:	Jeffrey Resnick		
Address Line 1:	4400 MacArthur Blvd. Suite 900		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	2791-02		
NAME OF SUBMITTER:	Jeffrey Resnick		
Signature:	/Jeffrey Resnick/		

OP \$65.00 3746773

Date:

08/31/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into on May 1, 2012, by and among Richman Management Corporation d/b/a Heritage Security Services, a California corporation (“RMC”), Heritage Courier Corporation, a California corporation (“HCC”), Trolley Security, Inc., a California corporation (“TSI”), and Courier Leasing, Inc., a California corporation (“CLI” and together with RMC, HCC and TSI, “Assignors”), and Universal Protection Service, LP, a California limited partnership (“Assignee”).

RECITALS

WHEREAS, Assignors, Assignee and certain other parties named therein are parties to that certain Asset Purchase Agreement, made and entered into as of May 1, 2012 (the “Purchase Agreement”), pursuant to which Assignee is purchasing from Assignors substantially all of Assignors’ Assets;

WHEREAS, it is a condition to the closing under the Purchase Agreement that Assignors assign to Assignee their entire right, title and interest in and to the assets owned by Assignors listed on the attached Exhibit A (“Intellectual Property Assets”);

WHEREAS, Assignors desire to assign to Assignee their entire right, title and interest in and to the Intellectual Property Assets owned by Assignors, and Assignee desires to acquire the entire right, title, and interest in and to the Intellectual Property Assets owned by Assignors; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above Recitals, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Assignment. To the extent transferable, Assignors hereby sell, assign, transfer and convey to Assignee their entire right, title and interest in and to all of the Intellectual Property Assets owned by Assignors, and the registrations therefor, for Assignee’s use and enjoyment, and including the right to sue for and collect damages by reason of past, present and future infringement and the goodwill of the business and operations of the business associated with the Intellectual Property Assets, as fully and entirely as the same would have been held by Assignors had this assignment not been made.

2. Disclaimer of Warranties. EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES IN THE PURCHASE

AGREEMENT, SELLERS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTIES, WHETHER EXPRESS OR IMPLIED.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to survival periods, and limitations on liability, are incorporated herein by this reference. Assignors and Assignee acknowledge and agree that the terms contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. Except as otherwise provided in this Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and Representatives.

5. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.


6. Facsimile or Scanned Signature. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

[SIGNATURES ON FOLLOWING PAGE]

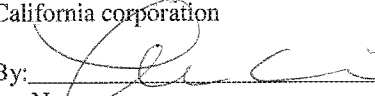
IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date first written above.

"ASSIGNORS"

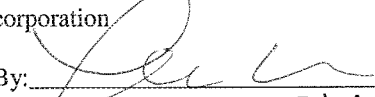
RICHMAN MANAGEMENT CORPORATION, a
California corporation

By: 
Name: Lawrence Richman
Title: CEO

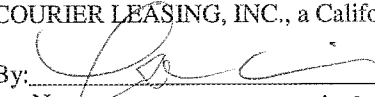
HERITAGE COURIER CORPORATION, a
California corporation

By: 
Name: Lawrence Richman
Title: CEO

TROLLEY SECURITY, INC., a California
corporation

By: 
Name: Lawrence Richman
Title: CEO

COURIER LEASING, INC., a California corporation

By: 
Name: Lawrence Richman
Title: CEO

"ASSIGNEE"

UNIVERSAL PROTECTION SERVICE, LP

By: Universal Protection Service GP, Inc., a
California corporation, its General Partner

By: _____
Brian K. Cescolini
President

Signature Page to Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date first written above.

"ASSIGNORS"

RICHMAN MANAGEMENT CORPORATION, a California corporation

By: _____
Name:
Title:

HERITAGE COURIER CORPORATION, a California corporation

By: _____
Name:
Title:

TROLLEY SECURITY, INC., a California corporation

By: _____
Name:
Title:

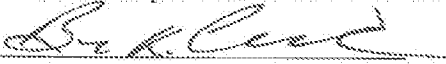
COURIER LEASING, INC., a California corporation

By: _____
Name:
Title:

"ASSIGNEE"

UNIVERSAL PROTECTION SERVICE, LP

By: Universal Protection Service GP, Inc., a California corporation, its General Partner

By: 
Brian K. Cescolini
President

Signature Page to Intellectual Property Assignment Agreement

EXHIBIT A

INTELLECTUAL PROPERTY

DOMAIN NAMES:

heritagesecurity.com
heritagesecurity.mobi
heritagesecurities.com
heritagesecurityservice.com
heritagesmartguard.com
heritagesmartguards.com
heritagesandiego.com

DBAs:

Heritage Security Systems – File number 2007-25591 – Recorder / County Clerk, County of San Diego
Heritage Investigations – File number 2007-25591– Recorder / County Clerk, County of San Diego
Heritage Security Services – File number 2007-25591– Recorder / County Clerk, County of San Diego
Profit Recovery Network - File number 2007-25591– Recorder / County Clerk, County of San Diego
Fort Heritage Couriers – File number 2007-025585– Recorder / County Clerk, County of San Diego
Transit Systems Security – File number 2007-025586– Recorder / County Clerk, County of San Diego

TRADEMARKS:

Issued by:	Trademark no:	Registration date	Title
US Patent and Trademark Office	3,967,862	24-May-11	Ensure You're Secure
US Patent and Trademark Office	3,746,773	2/29/10	Atmosphere Management
US Patent and Trademark Office	3,842,793	31-Aug-10	Smart Guards - Smart Choice

LOGOS :

(Pending background color, we use the original or inverse with blue backdrop):

