

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
Alarmwatch, Inc.		11/15/2012	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Lydia Security Monitoring, Inc.		
Street Address:	Route 322 Monroe Business Estates		
Internal Address:	Building F		
City:	Williamstown		
State/Country:	NEW JERSEY		
Postal Code:	08094		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85186748	ACCOUNTWATCH	
Registration Number:	4097937	ACCOUNTWATCH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tsperanza@kleinbard.com		
Correspondent Name:	Thomas Speranza		
Address Line 1:	One Liberty Place		
Address Line 2:	46th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Susan D. Baker		
Signature:	/Susan D. Baker/		
Date:	11/21/2012		
Total Attachments: 2 source=Bill of Sale#page1.tif source=Bill of Sale#page2.tif			

OP \$65.00 85186748

BILL OF SALE

THIS BILL OF SALE is to be effective as of November 15, 2012, is entered into by ALARMWATCH, INC., a Maryland corporation ("**Seller**").

WHEREAS, Seller, Lydia Security Monitoring, Inc., a New York corporation ("**Purchaser**"), The W. Robert Lepczyk 2012 Irrevocable Trust, a Delaware trust, and W. Robert Lepczyk, an individual, have entered into an Asset Purchase Agreement of even date herewith (the "**Purchase Agreement**", with capitalized terms used herein without definition having the meanings set forth therein), which provides for the purchase by Purchaser from Seller of the Acquired Assets; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, intending to be legally bound, agrees as follows:

1. Conveyance of Acquired Assets.

a. Seller hereby assigns, transfers, conveys, sells and delivers to Purchaser, its successors and assigns, each and all of the Acquired Assets, intending hereby to convey all of the right, title and interest of Seller therein.

b. TO HAVE AND TO HOLD the Acquired Assets unto Purchaser and its successors and assigns forever, to its and their own use and benefit. Seller does hereby bind itself and its successors and assigns to warrant and forever defend title to the Acquired Assets unto Purchaser and its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

c. Seller hereby irrevocably constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Seller or Purchaser, but on behalf and for the benefit of Purchaser, to demand, collect and receive for the account of Purchaser all of the Acquired Assets; to institute or prosecute, in the name of Seller or otherwise, all proceedings that Purchaser may reasonably deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any claim, right, or title of any kind in or to the Acquired Assets; and to defend and compromise any and all actions, suits or proceedings in respect of any of the Acquired Assets. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

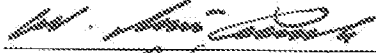
2. Further Assurances. Seller hereby covenants and agrees to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, Purchaser, its successors and assigns, all such further acts, instruments of sale, transfer, assignment, and conveyance and all such notices, releases, acquittances, certificates of title and other documents as may be necessary for the selling, assigning, transferring, conveying, delivering, assuring and confirming to Purchaser, its successors and assigns, any or all of the Acquired Assets all at the sole cost and expense of the Buyer.

3. Purchase Agreement Controls. This Bill of Sale shall not be deemed to supersede any of the provisions of the Purchase Agreement. In the event of a conflict between the terms hereof and the terms thereof, the terms of the Purchase Agreement shall prevail.

4. Binding Effect. All of the terms and provisions of this Bill of Sale shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Purchaser and its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered in its name and on its behalf, as of the date first above written.

ALARMWATCH, INC.

By: 
Name *as. Robert Lepczyk*
Title: *President*