

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Security General International, Ltd.		11/30/2012	LIMITED PARTNERSHIP: TEXAS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Tri-Ed Distribution, Inc.
<b>Street Address:</b>	135 Crossways Park Drive
<b>City:</b>	Woodbury
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11797
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	3984965	SGI
Registration Number:	2917041	SGI
Registration Number:	2915831	SGI

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	6124927077
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	612-492-7000
<b>Email:</b>	ip@fredlaw.com
<b>Correspondent Name:</b>	Patricia A. Larson, Senior Paralegal
<b>Address Line 1:</b>	Fredrikson & Byron, P.A.
<b>Address Line 2:</b>	200 S. Sixth Street, Suite 4000
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1425

<b>NAME OF SUBMITTER:</b>	Patricia A. Larson
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OP \$90.00 3984965

Signature:	/Patricia A. Larson/
Date:	12/13/2012
<b>Total Attachments: 7</b> source=Tri-Ed_SGI Executed IP Assignment Agreement#page1.tif source=Tri-Ed_SGI Executed IP Assignment Agreement#page2.tif source=Tri-Ed_SGI Executed IP Assignment Agreement#page3.tif source=Tri-Ed_SGI Executed IP Assignment Agreement#page4.tif source=Tri-Ed_SGI Executed IP Assignment Agreement#page5.tif source=Tri-Ed_SGI Executed IP Assignment Agreement#page6.tif source=Tri-Ed_SGI Executed IP Assignment Agreement#page7.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment Agreement") is made as of November 30, 2012, by and among Tri-Ed Distribution, Inc., a California corporation ("Assignee"), Security General International, Ltd., a Texas limited partnership ("SGI Texas"), Security General International of New Mexico, LLC, a New Mexico limited liability company ("SGI New Mexico"), and SGI California, LLC, a California limited liability company ("SGI California") (each of SGI Texas, SGI New Mexico and SGI California, an "Assignor", and collectively, the "Assignors"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignee, Assignors, and the members and partners of the Assignors have entered into an Asset Purchase Agreement, dated the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to convey to Assignee all of its respective rights, title, and interests that it has (or may be deemed to have) in all of such Assignor's Intellectual Property, including that listed on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Each Assignor hereby sells, transfers, conveys and assigns to Assignee all of its rights, title and interests in, under and to, all of such Assignor's Intellectual Property.
2. Successors and Assigns. This IP Assignment Agreement shall bind and inure to the benefit of each Assignor and Assignee and their respective successors and assigns.
3. Terms of the Purchase Agreement. Each Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded by this IP Assignment Agreement but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement shall govern.
4. Further Assurances. Assignors, for themselves and their successors and assigns, hereby covenant and agree to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Assignee or its successors and assigns to more effectively consummate the assignments contemplated by this IP Assignment Agreement.
5. Governing Law; Forum; Waiver of Jury Trial. All issues and questions concerning the construction, validity, enforcement and interpretation of this IP Assignment

Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal laws of the State of Delaware will control the interpretation and construction of this IP Assignment Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply. Any judicial proceeding brought with respect to this IP Assignment Agreement must be brought in accordance with the terms of the Purchase Agreement. Each party waives a right to a jury trial.

6. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this IP Assignment Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

ASSIGNORS:

SECURITY GENERAL INTERNATIONAL,  
LTD.

*Jason Dennis*  
By: JASON DENNIS  
Its: Vice President

SECURITY GENERAL INTERNATIONAL OF  
NEW MEXICO, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SGI CALIFORNIA, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:

TRI-ED DISTRIBUTION, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

ASSIGNORS:

SECURITY GENERAL INTERNATIONAL,  
LTD.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SECURITY GENERAL INTERNATIONAL OF  
NEW MEXICO, LLC

By: Jason Dennis  
Its: Vice President

SGI CALIFORNIA, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:

TRI-ED DISTRIBUTION, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

ASSIGNORS:

SECURITY GENERAL INTERNATIONAL,  
LTD.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SECURITY GENERAL INTERNATIONAL OF  
NEW MEXICO, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SGI CALIFORNIA, LLC

By: Jason Dennis  
Its: Sale Manager

ASSIGNEE:

TRIED DISTRIBUTION, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

ASSIGNORS:

SECURITY GENERAL INTERNATIONAL,  
LTD.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SECURITY GENERAL INTERNATIONAL OF  
NEW MEXICO, LLC

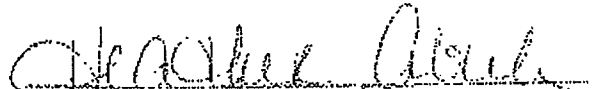
By: \_\_\_\_\_  
Its: \_\_\_\_\_

SGI CALIFORNIA, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:

TRI-ED DISTRIBUTION, INC.

  
By: Leanne Aberle  
Its: OFC

*[Signature Page to Intellectual Property Assignment Agreement]*



**EXHIBIT A**  
**Intellectual Property**



Entity Names

Security General International, Ltd., a Texas limited partnership  
Security General International of New Mexico, LLC  
SGI California, LLC

Trade Names

SGI Datacom  
TSS Datacom  
Texas Systems Supply

Trademarks

<b>Trademark</b>	<b>Jurisdiction/ Status</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
	U.S. Registered	3984965	06/28/2011
	U.S. Registered	2917041	01/11/2005
SGI	U.S. Registered	2915831	01/04/2005