

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOS Security Incorporated		12/31/2012	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOS Security LLC		
<b>Street Address:</b>	One Security Plaza		
<b>Internal Address:</b>	1915 Route 46 East		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3122806	SOS	
<b>Registration Number:</b>	3210169	SOS S OUR CONCERN IS YOUR SECURITY	
<b>Registration Number:</b>	3219397	SOS SECURITY INCORPORATED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125046666		
	<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>	2125046535		
<b>Email:</b>	andrew.chien@cwt.com		
<b>Correspondent Name:</b>	Andrew Chien		
<b>Address Line 1:</b>	One World Financial Center		
<b>Address Line 4:</b>	New York, NEW YORK 10281		
<b>ATTORNEY DOCKET NUMBER:</b>	99136.001		

CH \$90.00 3122806

NAME OF SUBMITTER:	Andrew Chien
Signature:	/Andrew Chien/
Date:	01/02/2013
<b>Total Attachments: 3</b> source=20121231112454531.pdf#page1.tif source=20121231112454531.pdf#page2.tif source=20121231112454531.pdf#page3.tif	

## ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (the "Agreement") is made as of the 31 day of December, 2012, by and between SOS Security Incorporated, a New Jersey corporation having an address of One Security Plaza, 1915 Route 46 East, Parsippany, New Jersey 07054 ("Assignor") on the one hand and SOS Security LLC, a Delaware limited liability company, having an address of One Security Plaza, 1915 Route 46 East, Parsippany, New Jersey 07054 ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Contribution Agreement by and among the Assignor, the Assignee, SOS Security Holdings, LLC and the stockholders of Assignor, dated December 28, 2012 (the "Contribution Agreement").

**WHEREAS**, Assignor owns the trademarks and trade names listed on the attached Schedule A, any registrations or applications therefor, and all goodwill associated therewith (collectively, the "Trademarks");

**WHEREAS**, Assignor wishes to assign, and the Assignee wishes to acquire and assume, the Trademarks from Assignor;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignor hereby conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Trademarks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past infringement of the Trademarks, to be used as fully and entirely as such rights would have been held and enjoyed by the Assignor had this Agreement not been made..

2. Assignor agrees to, as promptly as practicable, execute all documents and assist in all proceedings to perfect, register, or record the rights granted Assignee herein as Assignee may reasonably deem appropriate.

3. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, or any of the obligations and indemnifications of Assignor or Assignee set forth in the Contribution Agreement. This Agreement is intended only to effect the transfer of certain property transferred pursuant to the Contribution Agreement and shall be governed entirely in accordance with the terms and conditions thereof.

3. This Agreement shall be governed and construed in accordance with the laws of

the State of New York.

4. This Agreement shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

4. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

SOS SECURITY INCORPORATED

SOS SECURITY LLC:

By: Kenneth M. Fisher

By: Kenneth M. Fisher

Printed name: Kenneth Fisher

Printed name: Kenneth Fisher

Title: President

Title: President

**SCHEDULE A**

<u>Trademark</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Registration Date</u>
SOS	3122806	78/539265	Aug. 1, 2006
SOS S OUR CONCERN IS YOUR SECURITY	3210169	78/539287	Feb. 20, 2007
SOS SECURITY INCORPORATED	3219397	78/539268	Mar. 20, 2007