

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>
Arsenal Security Group, Inc.		06/19/2012	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Protiviti Inc.		
<b>Street Address:</b>	2884 Sand Hill Road		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3535874	ARSENAL SECURITY GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026725399		
	<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>	2123383527		
<b>Email:</b>	IPdocketing@foley.com, abaum@foley.com, emarmo@foley.com, spippin@foley.com, festevez@foley.com		
<b>Correspondent Name:</b>	Andrew Baum/Foley & Lardner LLP		
<b>Address Line 1:</b>	3000 K Street N.W., Suite 600		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20007-5109		
<b>ATTORNEY DOCKET NUMBER:</b>	092933-3026		
<b>NAME OF SUBMITTER:</b>	Andrew Baum		
<b>Signature:</b>	/Andrew Baum/		

OP \$40.00 3535874

Date:

04/24/2013

Total Attachments: 3

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Exhibit D  
**TRADEMARK ASSIGNMENT NUNC PRO TUNC**

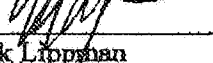
WHEREAS, Arsenal Security Group, Inc., a corporation organized and existing under the laws of the Commonwealth of Virginia and having a place of business at 1600 Tysons Blvd. 8<sup>th</sup> Floor, McLean, Virginia 22102, U.S.A. (herein "Assignor"), is the owner of the trademarks listed in attached Schedule D-1 (the "Assigned Trademarks"); and

WHEREAS, Protiviti Inc., a corporation organized and existing under the laws of the State of Delaware, and having a place of business at 50 California Street, San Francisco, California 94111, U.S.A. (herein "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Assigned Trademarks and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith;

THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor did, effective as of June 19, 2012, sell, assign, and transfer the said entire right, title and interest in and to the Assigned Trademarks and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof of nunc pro tunc as of June 19, 2012.

**ARSENAL SECURITY GROUP, INC.**

Dated: June 19, 2012

By:   
Mark Lippman  
Chief Executive Officer

**PROTIVITI INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Robert W. Glass  
Secretary

**Exhibit D**

**TRADEMARK ASSIGNMENT NUNC PRO TUNC**

WHEREAS, Arsenal Security Group, Inc., a corporation organized and existing under the laws of the Commonwealth of Virginia and having a place of business at 1600 Tysons Blvd. 8<sup>th</sup> Floor, McLean, Virginia 22102, U.S.A. (herein "Assignor"), is the owner of the trademarks listed in attached Schedule D-1 (the "Assigned Trademarks"); and

WHEREAS, Protiviti Inc., a corporation organized and existing under the laws of the State of Delaware, and having a place of business at 50 California Street, San Francisco, California 94111, U.S.A. (herein "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Assigned Trademarks and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith;

THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor did, effective as of June 19, 2012, sell, assign, and transfer the said entire right, title and interest in and to the Assigned Trademarks and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof of nunc pro tunc as of June 19, 2012.

**ARSENAL SECURITY GROUP, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Lippman  
Chief Executive Officer

**PROTIVITI INC.**

Dated: JUNE 19, 2012

By: Robert W. Glass  
Robert W. Glass  
Secretary

SCHEDULE D-1

UNITED STATES

<u>TRADEMARK</u>	<u>APPLN. / REG. NO.</u>	<u>REG. DATE</u>	<u>DATE OF FIRST USE</u>
Smart Search Technology (word)			
Smart Search Technology (logo)			
Arsenal Security Group (word)	3,535,874	November 25, 2008	
Arsenal Security Group (logo)			