

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
ADT Services AG		03/26/2004	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Sonitrol Licensing LLC		
Street Address:	1000 Westlakes Drive		
Internal Address:	Suite 150		
City:	Berwyn		
State/Country:	PENNSYLVANIA		
Postal Code:	19312		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1497543	ADVANTAGE	
Registration Number:	2050392	SMARTAUDIO	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27650		
NAME OF SUBMITTER:	Ellen A. Rubel		
Signature:	/Ellen A. Rubel/		

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Date:

06/09/2005

Total Attachments: 11

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INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT AGREEMENT

This Intellectual Property Transfer and Assignment Agreement (this "Agreement") is made as of March 26, 2004, by and between ADT Services AG, a company organized under the laws of Switzerland ("Seller"), and Sonitrol Licensing LLC, a Delaware limited liability company ("Buyer"). All capitalized terms used but not defined herein shall have the meaning ascribed to the same in the Merger Agreement (as defined below).

WHEREAS, Sonitrol Merger Corp., a Delaware corporation ("Sonitrol Merger"), and SMC Merger Corp., a Delaware corporation ("SMC Merger"), wholly-owned subsidiaries of Sonitrol Holding Corp., a Delaware corporation ("Parent"), are merging with and into Sonitrol Corporation, a Delaware corporation ("Sonitrol") and Sonitrol Management Corporation, a Delaware corporation ("Sonitrol Management"), respectively, pursuant to an Agreement and Plan of Merger of even date herewith (the "Merger Agreement") by and among Parent, Sonitrol Merger, SMC Merger, Automated Security Corp., a Delaware corporation ("ASC"), Sonitrol and Sonitrol Management;

WHEREAS, Sonitrol, Sonitrol Management, and Sonitrol Management's wholly-owned subsidiary Mid-Atlantic Security, Inc., a Delaware corporation (collectively, the "Companies") are engaged in the sale, distribution and monitoring of proprietary alarm and security devices and systems incorporating such devices in the Business (such devices as sold, distributed and monitored by the Companies, the "Sonitrol Products");

WHEREAS, Seller owns the Intellectual Property, which is used in connection with the Business;

WHEREAS, Buyer, a wholly-owned limited liability company of Parent, desires to acquire the Intellectual Property in connection with and a condition of the Mergers; and

WHEREAS, Seller is willing to sell the Intellectual Property on the terms and conditions provided herein.

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

1. Assignment.

(a) Intellectual Property Assets. Seller hereby sells, assigns, quitclaims and transfers to Buyer all of Seller's right, title and interest in and to those certain "Intellectual Property Rights" as defined in that certain Asset Purchase Agreement (the "Advantor Contract") dated as of October 19, 2001 between and among Advantor Corporation, Harry S. Flemming, Simplex Time Recorder Co. and Seller (the "Advantor IP"), including without limitation those trademarks identified in Schedule A hereto and the right to file applications for registration of such trademarks, and all goodwill associated with the Advantor IP (the Advantor IP, including such trademarks, rights and goodwill collectively, the "Intellectual Property"), the same to be

held and enjoyed by Buyer for its own use and for its legal representatives and assigns as fully and entirely as the same would have been held by Seller had this assignment not been made.

(b) Enhancements. Seller hereby sells, assigns, quitclaims, and transfers to Buyer all of Seller's right, title and interest in and to any derivatives, improvements and enhancements by Seller to any of the Intellectual Property used or held for use by Seller primarily for the development, manufacture, assembly, testing or repair of the Sonitrol Products ("Enhancements").

(c) Assignment of Causes of Action. In connection with the sale and assignment of the Intellectual Property, Seller hereby assigns and further transfers to Buyer whatever cause(s) of action Seller may have pursuant to the Advantor Contract or for past or present infringement of the Intellectual Property, together with the right to bring suit for any such infringement and to seek and receive damages and other relief arising from any such infringement; provided that Seller reserves the right to separately pursue the benefit of indemnity obligations in its favor under the Advantor Contract in respect of claims brought by third parties against Seller (as such rights exist without regard to the foregoing assignment).

2. Licenses.

(a) In addition to the Intellectual Property, Seller owns and uses or holds for use other technology and know-how (including manufacturing and production processes and techniques, technical data, designs and specifications) in connection with the development, manufacture, assembly and repair of the Sonitrol Products but which is not used primarily for, and has not been developed primarily for, the manufacture, assembly, testing or repair of the Sonitrol Products (such other technology and know-how, the "Non-Specific Seller IP"). Seller hereby grants to Buyer a royalty-free, perpetual, non-exclusive license to use all of Seller's right, title and interest in and to the Non-Specific Seller IP for the sole purpose of developing, manufacturing, assembling, testing, installing, monitoring and repairing the Sonitrol Products, and having the Sonitrol Products, and any derivatives or enhancements thereof, made, assembled, tested, installed, monitored and repaired by any third-party contractor of Buyer, from and after the date of this Agreement. The foregoing license shall not include any rights to improvements, enhancements or derivatives of the Non-Specific Seller IP first reduced to practice after the date hereof, and shall not be sublicensable to third parties other than to Affiliates of Buyer subject to the provisions of the Non-Competition Agreement or to Buyer's independent contractor for the sole purpose of developing, manufacturing, assembling, testing, installing, monitoring and repairing the Sonitrol Products.

(b) Buyer acknowledges that certain technology and know-how comprising the Advantor IP are used or held by Seller for use in connection with the sale, distribution, monitoring, licensing, franchising, development, manufacture, assembly, testing, installation and/or repair of products other than the Sonitrol Products (such other technology and know-how, the "Non-Specific Intellectual Property"). Buyer hereby grants to Seller a royalty-free, perpetual, non-exclusive license to use the Non-Specific Intellectual Property for any and all purposes other than involving the sale, distribution, monitoring, licensing, franchising, developing, manufacturing, assembling, testing, installing and repairing of alarm and security devices using Protected Technology, from and after the date of this Agreement. The foregoing

license shall not include any rights to improvements, enhancements or derivatives first reduced to practice after the date hereof, and shall not be sublicensable to any third party other than to Affiliates of Seller subject to the provisions of the Non-Competition Agreement.

(c) For purposes of this Agreement, (i) "Protected Technology" shall mean the use of audio intrusion detection for the generation of alarms to alert customers, central station operators or others of an intrusion or other unauthorized entry into a building, structure or other protected premise, and the proprietary central station technology used or held for use as of the date hereof by or on behalf of the Sonitrol Group in connection with devices and systems incorporating audio intrusion detection (namely, the central station technology known as SONICS, SonNT and the ASN monitoring platforms and receiving equipment); and (ii) in the context of alarm and security systems, "detection" means the initial discovery of an intrusion or event, while "verification" means the confirmation of a previously-detected intrusion or event.

3. Purchase Price. In consideration for the Intellectual Property, Enhancements, and other rights conveyed hereunder, Buyer shall pay to Seller upon execution and delivery hereof the sum of One Hundred Eighty Thousand U.S. Dollars (\$180,000) (the "Consideration"), the sufficiency of which is hereby acknowledged by Seller. Payment shall be made by Buyer at Closing by wire transfer of immediately available funds in accordance with instructions to be provided by Seller.

4. Representations of Seller. Seller makes the following representations and warranties to Buyer: "Knowledge" as used herein with respect to Seller means the knowledge after Due Inquiry of the persons identified in Schedule 4 of the Merger Agreement.

(a) Organization. Seller is a company duly organized, validly existing and in good standing under the laws of Switzerland.

(b) Company Power. Seller has all requisite company power and authority to enter into, execute and deliver this Agreement and to carry out the transactions contemplated hereby.

(c) Authorization. The execution and delivery of this Agreement, and full performance thereunder, have been duly authorized by all necessary company action, and no other or further company act on the part of Seller is necessary therefor.

(d) Validity. This Agreement has been duly and validly executed and delivered by Seller and is the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

(e) Title. Seller has, and at Closing Buyer will receive, good and marketable title to the Intellectual Property and Enhancements, free and clear of all Liens.

(f) No Violation. Neither the execution and delivery of this Agreement nor the consummation by Seller of the transactions contemplated hereby and thereby (a) will violate any Laws or any Orders of any Government Entities; (b) will require any authorization, consent,

approval, exemption or other action by or notice to any Government Entity or third party required to be made or obtained by Seller (except customary filings and applications to be made post-Closing by Buyer with respect to the transfer in official records or registers of Trade Rights recorded or registered by or with any Government Entity); or (c) will violate or conflict with, or constitute a default (or an event that, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation of any Lien upon any of the Intellectual Property under, any term or provision of the organizational documents of Seller or of any contract, commitment, understanding, arrangement, agreement or restriction of any kind or character to which Seller is a party or by which any of the Intellectual Property may be bound or affected.

(g) Trade Rights. To the Knowledge of Seller, none of the Intellectual Property or Enhancements are infringing, violating, misappropriating, diluting or breaching any Trade Rights of another in the operation of its business, and no other person is infringing, violating, misappropriating, diluting or breaching the Trade Rights of Seller. Seller has not granted any license or made any assignment of any of the Intellectual Property or Enhancements. There is no Litigation pending, or to the Knowledge of Seller threatened, alleging that Seller is infringing, violating, misappropriating, diluting or breaching any Trade Rights of another with respect to the Intellectual Property or Enhancements, or challenging the validity, scope or enforceability of any of the Intellectual Property or Enhancements, or the right, title and interest of Seller with respect to the use and right to preclude others from using any of the Intellectual Property or Enhancements. To the Knowledge of Shareholder, no event has occurred, or circumstance exists, that is reasonably likely to give rise to any such Litigation. The consummation of the transactions contemplated hereby will not alter or impair, or give rise to any right to terminate (with or without notice or the passage of time), any of the Intellectual Property or Enhancements. Following the Closing, Buyer and its Affiliates will own or have the right to use the Advantor IP and the Intellectual Property, free of any competing ownership claims.

(h) No Litigation. There is no Litigation pending, or to Seller's Knowledge threatened against Seller, with respect to the Intellectual Property or Enhancements.

(i) No Prior Conveyance. Except for a prior license to Simplex Time Recorder Co. ("Simplex") under which Simplex shall have no further rights as of Closing, Seller has not sold, conveyed, assigned or licensed any of the Intellectual Property or Enhancements to any third party.

5. Representations of Buyer. Buyer represents to Seller that the execution and delivery of this Agreement and the performance by Buyer hereunder have been duly authorized by all necessary company action.

6. Transfer of Documentation. Seller hereby covenants to cause all pertinent documentation relating to the Intellectual Property in Seller's possession or under its control to be transferred to Buyer within thirty (30) days hereof.

7. Expenses. Except as otherwise provided in this Agreement, each party shall bear the fees, costs and expenses that are incurred by it in connection with the transactions

contemplated by this Agreement. All sales, transfer or valued-added taxes, charges, assessments, fees or other official payments that may be due or payable as a direct result of the assignment and transfer of, or otherwise necessary to evidence in the official records of the U.S. Patent and Trademark office the change in ownership of, the Intellectual Property hereunder shall be shared and paid on a 50/50 basis by Seller and Buyer; provided, however, that in no event shall Seller be responsible for any such item unless presented to it within two years of Closing.

8. Non-Competition.

(a) Covenant Not to Compete. Seller hereby covenants and agrees, that for a period of four (4) years from and after the date hereof (the "Applicable Period"), it will not, without the prior written consent of the Buyer, directly or indirectly, as a principal, agent, shareholder, investor, employer, partner, member, joint venturer, manager, consultant, operator, or in any other capacity whatsoever anywhere in the world, manufacture, develop, market, distribute, sell, franchise, install, maintain or monitor any alarm or security system or product that uses Protected Technology (any such activity, a "Competing Business").

(b) Exceptions. Notwithstanding the provisions of Subsection 8(a), the following shall not be considered a "Competing Business" for purposes of this Agreement.

(i) the manufacture and development of alarm and security devices that utilize a microphone for the detection of glass breakage or the verification (whether by listen-back, two-way voice, or other audio-based technology) of intrusion or other unauthorized entry, and the sale, licensing, distribution, marketing, manufacturing, development, installation, monitoring, maintenance and repair of alarm and security systems incorporating such devices (but provided that in connection with the foregoing exception of this clause (c)(i) there is no use of SONICS, SonNT or ASN monitoring platforms and receiving equipment);

(ii) the investment, directly or indirectly, in any company the ownership interests or securities of which are traded on a nationally or regionally recognized securities exchange or in the over-the-counter market, that operates a Competing Business, so long as Seller collectively owns no more than an aggregate of five percent (5%) of any class of the issued and outstanding ownership interests or securities of such entity during the Applicable Period;

(iii) the acquisition of, or other business combination with any third party engaged in a Competing Business, if the activities of such third party that constitute a Competing Business comprise no more than 10% of any of the revenues of such third party (provided that in the event Seller acquires or enters into a business combination with any third party engaged in a Competing Business that falls within the exception provided under this clause (c)(iii), Buyer shall have the option to purchase the assets or subsidiary used in connection with or engaged in such Competing Business (the "Competing Assets") for a price equivalent to the price paid, or consideration exchanged, for such Competing Assets by Seller, but if such price or consideration is not readily ascertainable, at the fair market value thereof as shall be determined (if not agreed upon by the parties) by Ernst & Young, U.S. (the "Arbiter"); and

(iv) the sale, marketing, installation, maintenance, repair or monitoring of alarm and security devices, and systems utilizing audio intrusion detection devices procured from non-Affiliate third parties, anywhere in the world (excluding North America, U.K., Brazil, Argentina, Spain, and Australia) if audio intrusion detection is then required by applicable law or regulation in such jurisdiction for an alarm or security system, or for the monitoring thereof or police response thereto.

9. Notices. All notices, requests, demands and other communications under this Agreement shall be given in writing and shall be: (a) personally delivered; or (b) sent to the parties at their respective addresses indicated below by private overnight courier service providing for a receipted delivery. The respective addresses to be used for all such notices, demands or requests are as follows:

If to Seller, to:

ADT Services AG
c/o General Counsel, Tyco Fire & Security
One Town Center Road
Boca Raton, FL 33486
Attention: Stephen Faciszewski
Telephone: 561 988-3806

with a copy, which shall not constitute notice hereunder, to:

Matthew Rogers, Vice President
Tyco Fire & Security
One Town Center Road
Boca Raton, FL 33486
Telephone: 561 998-7057

and to:

Steven B. Chameides, Esq.
Foley & Lardner LLP
2000 K Street, N.W.
Washington, D.C. 20007
Telephone: 202 672-5372

If to Buyer, to:

c/o Spire Capital Management, LLC
30 Rockefeller Plaza, Suite 4200
New York, NY 10112
Attention: President
Telephone: 212 218-5454

with a copy, which shall not constitute notice hereunder, to:

Paul A. Gajer, Esq.
Sonnenschein Nath & Rosenthal LLP
1221 Avenue of the Americas
New York, NY 10020
Telephone: 212 398-5293

If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier pursuant to this Section 9, such communication shall be deemed delivered upon receipt or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section 9.

10. Assignment; Binding Effect; Severability. Except as expressly provided herein, the rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other parties; provided, however, that Buyer may assign its rights hereunder to its lender or lenders by way of security, and such secured party may assign such rights by way of exercise of remedies of its rights. Notwithstanding the foregoing, Seller or Buyer may, without consent of any other party, cause one or more of their respective Affiliates to carry out all or part of the transactions contemplated hereby and Buyer may, in the event of a sale of substantially all the assets of the Companies, assign the license granted Buyer under Section 2(a) hereof to the purchaser of, or successor-in-interest to, such assets; provided, however, that Seller or Buyer, as applicable, shall nevertheless remain liable for all obligations imposed upon such party under, or to which such party is subject pursuant to, the provisions of this Agreement and Seller shall remain liable and bound by the provisions of Section 8. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors, legal representatives and permitted assigns of each party. The provisions of this Agreement are severable, and in the event that any one or more provisions are deemed illegal or unenforceable, the remaining provisions shall remain in force and effect unless the deletion of such provision shall cause this Agreement to become materially adverse to either party, in which event the parties shall use their best efforts to arrive at an accommodation that best preserves for the parties the benefits and obligations of the offending provision.

11. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. Law and Forum. This Agreement may not be modified or terminated orally, and shall be construed and interpreted according to the internal laws of New York, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. The parties hereto agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may only be brought in the United States District Court of the Southern District of New York (or, if jurisdiction is there lacking, in a state court of cognizant jurisdiction in the County of New York, State of New York). Each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate court therefrom) in any such suit, action or proceeding

and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, actions or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on either party anywhere in the world, whether within or without the jurisdiction of any such court.

13. Further Assurance. Seller hereby covenants, agrees and undertakes to execute whenever requested by Buyer all applications, assignments, lawful oaths and any other papers that Buyer may deem necessary or desirable for securing to Buyer (or its assigns) or maintaining for Buyer (or its assigns) the Intellectual Property hereby sold and assigned, all without further compensation to Seller.

14. Headings. The headings and titles of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the meaning or interpretation of this Agreement.

15. Entire Agreement. This Agreement, including all schedules hereto and together with the Merger Agreement, the other Ancillary Instruments and all the agreements ancillary thereto, shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and shall supersede any prior understandings, written or oral, relating to the subject matter of this Agreement.

16. Counterparts. This Agreement may be executed by facsimile signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

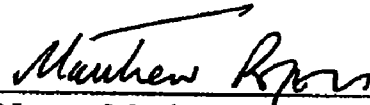
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Transfer and Assignment Agreement to be duly executed by their authorized officers as of the date and year first above written.

SELLER:

ADT SERVICES AG

By:



Name: Matthew Rogers

Title: Attorney in Fact

BUYER:

SONITROL LICENSING LLC

By:

Name: Bruce M. Hernandez

Title: President

IP Assignment

TRADEMARK

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SELLER:

ADT SERVICES AG

By:

Name: Matthew Rogers

Title: Attorney in Fact

BUYER:

SONITROL LICENSING LLC

By:

Name: Bruce M. Hernandez

Title: President

IP Assignment

SCHEDULE A

Country	Trademark	Registration Number	Registration Date	Description
Canada	ADVANTAGE	461,579	Aug. 12, 1996	Intrusion, fire and sound detectors and security monitors, power supplies, switches, consoles and circuits
Kuwait	ADVANTAGE	34114	Feb. 23, 1998	Intrusion, fire and sound detectors and security monitors, power supplies, switches, consoles and circuits
United Kingdom	ADVANTAGE	B.1,583,623	Nov. 8, 1996	Intrusion, fire and sound detectors; security monitors, power supplies; switches, consoles and circuits; parts and fittings for all the aforesaid goods, all included in Class 9, none of the aforesaid goods being adapted for use by deaf people
U.S.A.	ADVANTAGE	1,497,543	July 26, 1988	Intrusion, fire and sound detectors and security monitors, power supplies, switches, consoles and circuits
U.S.A.	SMART AUDIO	2,050,392	April 8, 1997	Intrusion alarms