

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
National Guardian Security Services, L.P.		12/19/2006	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Guardian Security Services, Inc.		
<b>Street Address:</b>	30 Oakwood Avenue		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06850		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2988201		
Registration Number:	2852031	GUARDIANVIEW	
Registration Number:	2979687	NATIONAL GUARDIAN	
Registration Number:	2788248	NATIONAL GUARDIAN SECURITY SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	leonardm@pepperlaw.com		
<b>Correspondent Name:</b>	Michael Leonard, Pepper Hamilton LLP		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 2:</b>	Eighteenth and Arch Streets		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	130513.2		
<b>NAME OF SUBMITTER:</b>	Michael Leonard, Esq.		

OP \$115.00 2988201

Signature:	/ml/
Date:	12/22/2006
<b>Total Attachments: 3</b> source=National Guardian Assignment#page1.tif source=National Guardian Assignment#page2.tif source=National Guardian Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 15<sup>th</sup> day of December, 2006, by and between National Guardian Security Services, L.P., a Delaware limited partnership, with a principal address 30 Oakwood Avenue, Norwalk, Connecticut 06850 ("Assignor") in favor of National Guardian Security Services, Inc., a Delaware corporation, with a principal address 30 Oakwood Avenue, Norwalk, Connecticut 06850 ("Assignee"),

### WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark registrations including but not limited to those identified in Schedule A, (hereinafter the "Trademarks"); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Trademarks;

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


1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;
2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks;
3. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;
4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware;
6. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the

parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

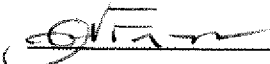
7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

NATIONAL GUARDIAN  
SECURITY SERVICES, L.P.

By:   
Name: George V. Fucci  
Title: President/CEO  
Date: December 19, 2006

NATIONAL GUARDIAN  
SECURITY SERVICES, INC.

By:   
Name: George V. Fucci  
Title: President/CEO  
Date: December 19, 2006

SCHEDULE A

TRADEMARKS

United States

Trademark	App. No./ Reg. No.
Design Only (Circle segment)	2,988,201
GUARDIANVIEW	2,852,031
NATIONAL GUARDIAN	2,979,687
NATIONAL GUARDIAN SECURITY SERVICES	2,788,248