

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
Compudyne Corporation		05/14/2008	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	NorShield Corporation		
Street Address:	3224 Mobile Highway		
City:	Montgomery		
State/Country:	ALABAMA		
Postal Code:	36108		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78679940	NORSHIELD	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8000		
Email:	eileen.sullivan@bingham.com		
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	150 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	COMPUDYNE		
NAME OF SUBMITTER:	Eileen Sullivan		
Signature:	/eileen sullivan/		
Date:	06/05/2008		

OP \$40.00 78679940

Total Attachments: 5

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TRADEMARK ASSIGNMENT

Effective Date: May 14, 2008

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of May 13, 2008, is made by and among NORMENT SECURITY GROUP, INC., a Delaware corporation ("Assignor"), COMPUDYNE CORPORATION, a Nevada corporation ("CompuDyne"), and NORSHIELD CORPORATION, an Alabama corporation ("Assignee").

WHEREAS, Assignor has adopted, acquired, used and is using exclusively in its business the following mark registered with the United States Patent and Trademark Office (the "Mark"):

- 78-679940 NORSHIELD (Block letters) - Registered, International 9; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Mark, and Assignor wishes to transfer, convey and assign all right, title and interest in and to the Mark to Assignee (the "Transfer");

WHEREAS, the Transfer is occurring pursuant to that certain Separation Agreement, to be dated on or about May 14, 2008 (the "Separation Agreement"), by and among Assignor, Assignee, Gores Patriot Holdings, Inc., and CompuDyne, and subject to and in accordance with the terms and conditions set forth therein, Assignor has agreed, among other things, to transfer to Assignee the Mark;

WHEREAS, in accordance with the other terms of the Separation Agreement, the Transfer will occur as a dividend by Assignor of the Mark to CompuDyne and CompuDyne's immediate assignment of the Mark to Assignee;

NOW THEREFORE, Assignor does hereby assign via a dividend unto CompuDyne, and CompuDyne does hereby assign unto Assignee, its successors and assigns, all of such party's right, title and interest in and to the Mark and the registration thereof, together with all the goodwill of the business connected with the use of and symbolized by the Mark, and together with any and all interests, claims and rights, including the right to sue and collect damages and/or profits for past infringements of the Mark, the intent hereof being to substitute CompuDyne in

the place of Assignor and immediately thereafter to substitute Assignee in the place of CompuDyne.

Assignor and CompuDyne authorize the Commissioner for Trademarks of the United States, Patent and Trademark Office or such other person or entity whose duty it is to record trademark registrations, applications and title thereto and/or assignments thereof, to record the Mark and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Trademark Assignment. Assignor and CompuDyne further agree to perform all reasonable and proper additional acts and to execute such further documents or instruments as may be reasonably required to record Assignee as the owner of the Mark and registration herein assigned.

The validity and construction of this Trademark Assignment shall be governed by the laws of the State of New York without regard to the conflicts of laws principles thereof.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and CompuDyne have caused this instrument to be duly executed and effective as of the date first written above.

NORMENT SECURITY GROUP, INC.

By: Paul G. Murray
Name: PAUL G. MURRAY
Title: CEO

STATE OF Maryland)
COUNTY OF Montgomery) ss.:

On the 12 day of May 2008, before me personally came Paul Murray, to me known to be (or proved to me on the basis of satisfactory evidence) the person described in, or authorized signatory for the entities described in, and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Notary Public

[Signature]
5/12/2008

COMPUDYNE CORPORATION

D'U VAUGHN SMITH
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES JUN. 29, 2011

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss.:

On the ____ day of May ____, 2008, before me personally came _____, to me known to be (or proved to me on the basis of satisfactory evidence) the person described in, or authorized signatory for the entities described in, and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Notary Public

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, Assignor and CompuDyne have caused this instrument to be duly executed and effective as of the date first written above.

NORMENT SECURITY GROUP, INC.


By: _____
Name:
Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of May ____, 2008, before me personally came _____, to me known to be (or proved to me on the basis of satisfactory evidence) the person described in, or authorized signatory for the entities described in, and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Notary Public

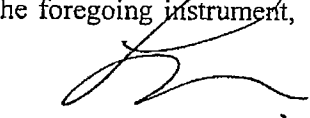
COMPUDYNE CORPORATION

By: 
Name: Steven G. Eisner
Title: Vice President

STATE OF California)
) ss.:
COUNTY OF Los Angeles)

On the 13th day of May , 2008, before me personally came Steven G. Eisner, to me known to be (or proved to me on the basis of satisfactory evidence) the person described in, or authorized signatory for the entities described in, and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Notary Public


Tami Lynn McQuirt, Notary Public

Signature Page to Trademark Assignment



Accepted and agreed:

NORSHIELD CORPORATION

By: Paul G. Murray
Name: PAUL G. Murray
Title: CFO

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