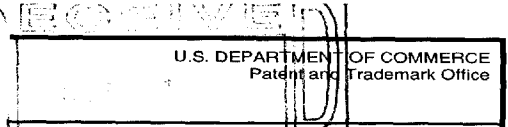


09-08-1999



OMB No. 0651-0011 (exp. 4/94)



101137160

Indicate original documents or copy thereof.

1. Name of conveying party(ies):  
Silent Knight, LLC  
7550 Meridian Circle  
Maple Grove, Minnesota 55369

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Pittway Corporation

Internal Address: Suite 700

Street Address: 200 South Wacker Drive

City: Chicago State: Illinois ZIP: 60606

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: August 2, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
75/120,418  
75/146,799

B. Trademark Registration No.(s)  
1,740,509      877,697  
1,180,912      1,849,807  
1,783,285      1,860,712  
2,146,716

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Devan V. Padmanabhan

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41). . . . . \$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:  
04-1420

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Devan V. Padmanabhan  
Name of person Signing

*Devan V. Padmanabhan*  
Signature  
(Reg. No. 38262)

Sept. 1, 1999  
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

**340E**

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

01 FC:481      40.00 OP  
02 FC:482      200.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## **TRADEMARK ASSIGNMENT**

This Assignment (the "Assignment") is made by and between Silent Knight, LLC, a Delaware limited liability company ("Silent Knight"), and Pittway Corporation, a Delaware corporation ("Pittway").

WHEREAS, Silent Knight and Pittway are parties to an Asset Purchase Agreement dated June 16, 1999 (the "Purchase Agreement") whereby Silent Knight sold to Pittway substantially all of its assets (the "Assets");

WHEREAS, Silent Knight has adopted, used, and is using the marks identified on the attached Exhibit A (the "Marks") and Silent Knight has recorded in the U.S. Patent and Trademark Office the U.S. trademark applications and registrations identified in Exhibit A (a copy of the Notice of Recordation of Assignment document is attached as Exhibit B); and

WHEREAS, Pittway is desirous of acquiring the above-identified Marks and any applications and registrations therefor, including the application and registrations identified on the attached Exhibit A.

NOW, THEREFORE, for good and valuable consideration received by Pittway from Silent Knight, the receipt in full of which is hereby acknowledged, the parties agree as follows:

1. Silent Knight hereby sells, assigns, transfers and conveys to Pittway all rights, title and interest in and to the Marks, and any applications and registrations therefor, including the application and registrations identified on the attached Exhibit A, together with the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Pittway as fully and entirely as said interest could have been held and enjoyed by Silent Knight if this sale, assignment, and transfer had not been made.

2. Silent Knight hereby covenants and agrees to cooperate with Pittway so that Pittway may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Pittway which are deemed necessary or desirable by Pittway to perfect in it the rights, title and interest herein conveyed.

3. The terms, covenants and provisions of this Assignment shall inure to the benefit of Pittway, its successors, assigns, and/or legal representatives, and shall be binding upon Silent Knight, its successors, assigns and/or other legal representatives.



TRADEMARK ASSIGNMENT

EXHIBIT A

<u>CGL File #</u>	<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Serial/Regn No.</u>
1097	US	ACCU-ZONE	Registered	1740509
1100	US	SQUIRE	Registered	1180912
1223	US	SMARTSENSOR	Registered	1783285
1914	US	INTELLIKNIGHT	Registered	2146716
1919	US	FLEXPOT	Pending	75120418
1937	US	JUMPSTART	Pending	75146799
2099	US	INTELLIVIEW	Used	
2244	US	ACAS (Access Control Administration Software)	Used	
1872	US	FIREPOWER	Used	
1875	US	CENSUS	Used	
1099.001	US	SILENT KNIGHT (concurrent use registration with SKSS of MN)	Registered	877697
1099.002	US	SILENT KNIGHT	Registered	1849807
1099.005	Canada	SILENT KNIGHT	Registered	36623
1099.20	Malaysia	SILENT KNIGHT	Registered	95/08879
1099.019	Singapore	SILENT KNIGHT	Pending	S/6120/95
1099.008	Italy	SILENT KNIGHT & KNIGHT'S HEAD DESIGN	Registered	609622
1099.012	UK	SILENT KNIGHT & KNIGHT'S HEAD DESIGN	Registered	1147006
1732	Benelux	SILENT KNIGHT & KNIGHT'S HEAD DESIGN	Registered	507303
1732.001	Germany	SILENT KNIGHT & KNIGHT'S HEAD DESIGN	Registered	2045456
1732.005	Greece	SILENT KNIGHT & KNIGHT'S HEAD DESIGN	Registered	106239
1099.012	UK	KNIGHT'S HEAD DESIGN	Registered	1152530
1735	US	KNIGHT'S HEAD DESIGN	Registered	1860712
1735.001	Canada	KNIGHT'S HEAD DESIGN	Registered	388541
1735.002	Singapore	KNIGHT'S HEAD DESIGN	Pending	95/08878
1735.003	Malaysia	KNIGHT'S HEAD DESIGN	Pending	S/6121/95
	US	SILENT KNIGHT SECURITY SYSTEMS	Trade Name	

(120165)  
6/16/98