

**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>
Guardian Mobile Monitoring Systems, Inc.		05/14/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Contigo Systems Inc.		
<b>Street Address:</b>	498-280 Nelson Street		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	v6b 2e2		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3020699	GPS=RMR	
Registration Number:	2947901	MAKING SECURITY MOBILE	
Serial Number:	78949969	TURNING POSITION INTO PROFIT	
Serial Number:	77051321	IT'S NOT ABOUT TRUST. IT'S ABOUT EXPERIENCE.	
Serial Number:	78761982	ICARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)362-8956		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3103156741		
<b>Email:</b>	jtedesco@guardianmms.com		
<b>Correspondent Name:</b>	John Tedesco		
<b>Address Line 1:</b>	2425 Olympic Blvd., Suite 500E		
<b>Address Line 4:</b>	Santa Monica, CALIFORNIA 90404		

**OP \$140.00 3020699**

DOMESTIC REPRESENTATIVE

**900077041**

**TRADEMARK  
 REEL: 003543 FRAME: 0636**

Name: John Tedesco  
Address Line 1: 2425 Olympic Blvd, Suite 500E  
Address Line 4: Santa Monica, CALIFORNIA 90404

NAME OF SUBMITTER:	John Tedesco
Signature:	/john p. tedesco, jr./
Date:	05/16/2007

**Total Attachments: 3**

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## TRADE-MARK ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made as of May 15, 2007.

**BETWEEN:**

**Guardian Mobile Monitoring Systems, Inc.**

a corporation duly incorporated under the laws of California and having an office at 2425 Olympic Blvd., Suite 500E, Santa Monica, CA 90404

(hereinafter the "**Assignor**")

**AND:**

**Contigo Systems Inc.**

a company incorporated under the laws of British Columbia, having its registered office at 2100 – 1075 West Georgia Street, Vancouver, British Columbia, Canada V6E 3G2

Fax: (310) 362-8956, Email: jtedesco@guardianmms.com

(hereinafter the "**Assignee**")

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the "**Parties**" and individually as a "**Party**").

**WHEREAS:**

- A. the Assignor is the owner of the United States trade-marks attached hereto as Schedule "A" (the "**Trade-marks**");
- B. the Assignor wishes to assign, sell and transfer unto the Assignee all of the Assignor's rights, title and interest in and to the Trade-marks;

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. ASSIGNMENT**

1.1 For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee's benefit and the benefit of its successors and assigns, all of Assignor's worldwide rights, title and interest in and to the Trade-marks, including, without limitation, all common law rights and the goodwill associated with the Trade-marks in the United States and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trade-marks and to receive registrations

therefore. The Assignor agrees not to oppose any application by the Assignee for the Trade-marks in any country.

## 2. COMMITMENTS

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-marks and any applications or registrations in respect thereof.

## 3. GENERAL PROVISIONS

3.1 **Modification.** Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

3.2 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.

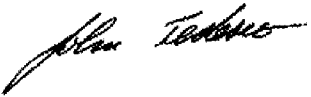
3.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.4 **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without reference to its conflict of laws provisions.

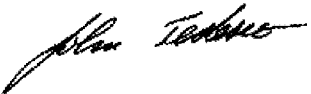
3.5 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

DATED AND EFFECTIVE as of the first date noted above.

### GUARDIAN MOBILE MONITORING SYSTEMS, INC.

Per:   
\_\_\_\_\_  
Authorized Signatory

### CONTIGO SYSTEMS INC.

Per:   
\_\_\_\_\_  
Authorized Signatory

**SCHEDULE "A"**

<b>Trade-mark</b>	<b>Serial/Registration Number</b>
GPS=RMR	3,020,699
ICARE	78/761,982
IT'S NOT ABOUT TRUST. IT'S ABOUT EXPERIENCE.	77/051,321
MAKING SECURITY MOBILE	2,947,901
TURNING POSITION INTO PROFIT	78/949,969