

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
GAFP, INC.	FORMERLY Ameristar Fence Products Inc.	11/01/2013	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	AMERISTAR PERIMETER SECURITY USA INC.
Street Address:	1555 N. Mingo Road
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74116
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4169644	440
Registration Number:	4173370	440
Registration Number:	2794790	ADAPTRACK
Registration Number:	2764363	AEGIS
Registration Number:	3856019	AEGIS PLUS
Registration Number:	1782393	AMERISTAR
Serial Number:	86024477	AXIS
Registration Number:	3863685	BACK 40
Registration Number:	3863686	BACK 40 PLUS
Registration Number:	3341454	COUNTERPOINT
Registration Number:	3363422	DEFCON ALPHA
Registration Number:	3363423	DEFCON BRAVO
Registration Number:	3363424	DEFCON NIKO
Registration Number:	3363425	DEFCON ZULU

TRADEMARK

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Registration Number:	3529991	ECHELON
Registration Number:	3856021	ECHELON PLUS
Serial Number:	86024489	FOREARM
Registration Number:	2862826	GAUNTLET
Registration Number:	2860288	IMPASSE
Registration Number:	2808830	INVINCIBLE
Registration Number:	1833638	MAXIMA
Registration Number:	3146574	MONTAGE
Registration Number:	3146572	MONTAGE ATF
Registration Number:	3282945	
Registration Number:	3146573	MONTAGE PLUS ATF
Registration Number:	2088700	PERMACOAT
Registration Number:	3228579	POOL PET & PLAY
Registration Number:	3948882	PORTAPANEL
Registration Number:	2769311	QUIK-ROK
Registration Number:	2769309	RAISING PRODUCT QUALITY BEYOND MARKET EX
Registration Number:	3363426	RECOIL ALPHA
Registration Number:	3363427	RECOIL BRAVO
Registration Number:	3444620	STALWART
Serial Number:	85953886	STARGATE
Registration Number:	2346478	THE CHOICE OF PROFESSIONAL FENCE INSTALL
Registration Number:	2794789	TRANSPORT
Serial Number:	86024483	TRAVERSE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: gp@garypeterson.com

Correspondent Name: Gary Peterson

Address Line 1: 211 N. Robinson Ave., Ste. 450 South

Address Line 4: Oklahoma City, OKLAHOMA 73102

NAME OF SUBMITTER:	Gary Peterson
Signature:	/Gary Peterson/
Date:	01/21/2014

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EXECUTION COPY

Trademark Assignment

This trademark assignment (this “**Assignment**”) is entered into on November ___, 2013,
BY AND BETWEEN:

- (1) **GAFP, INC. (formerly known as AMERISTAR FENCE PRODUCTS INC.), doing business as 440 FENCE COMPANY INC.**, an Oklahoma corporation (the “**Assignor**”); and
- (2) **AMERISTAR PERIMETER SECURITY USA INC. (formerly known as COIL USA INC.)**, a Delaware corporation (the “**Assignee**”).

Whereas:

- (A) The Assignor is the owner of the Trademarks (as defined below).
- (B) The Assignor and Assignee and certain of their affiliates entered into that certain Asset Purchase Agreement, dated as of September 30, 2013, (the “**Asset Purchase Agreement**”), pursuant to which the Assignor agreed to sell, assign, transfer, convey and deliver to the Assignee all of its right, title and interest in, to and under the Owned Intellectual Property (as defined in the Asset Purchase Agreement), on the terms and subject to the conditions set forth in the Asset Purchase Agreement.
- (C) The Owned Intellectual Property includes the Trademarks.
- (D) The Assignor and Assignee now desire to enter into this Assignment to effect the sale, assignment, transfer, conveyance and delivery to the Assignee of the Trademarks on the terms and conditions of this Assignment.

It is agreed as follows:

1 Interpretation

- 1.1 Capitalized words used in this Assignment and not defined in Section 1.2 below shall have the same meanings as in the Asset Purchase Agreement.

1.2 Definitions

“**Trademarks**” means the registered trademarks and applications for registered trademarks listed in Part A of Schedule 1 to this Assignment and the unregistered trademarks listed in Part B of Schedule 1, all common law rights therein and all goodwill associated therewith.

2 Assignment

In consideration of the representations, warranties and covenants and agreements set forth herein and in the Asset Purchase Agreement and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee:

- 2.1 all of the Assignor's right, title and interest in, to and under all Trademarks, together with the goodwill of the business connected with the use of and symbolized by said Trademarks and together with that portion of Assignor's business that pertains to the intent-to-use applications included therein and filed pursuant to Section 1(b) of the United States Trademark Act (15 U.S.C. § 1051, et seq.), including without limitation the absolute entitlement to any registered trademarks granted pursuant to any of the applications comprised in the Trademarks, and all registrations and pending applications for registration of said Trademarks, and together with all rights appurtenant to said Trademarks, including without limitation all common law rights therein; and
- 2.2 any and all interests, claims and rights for damages and profits by reason of any past, present and/or future infringement or unauthorized use of the Trademarks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Trademarks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

3 Due authorization

The Assignor hereby authorizes the Assignee to request, and the Assignor and Assignee hereby request, that the U.S. Patent and Trademark Office, and any other applicable Governmental Authority, record in the name of the Assignee all trademark registrations and applications for trademark registrations included in the Trademarks and issue in the name of the Assignee any and all trademark registrations from any and all applications for trademark registrations included in the Trademarks.

4 Further Assurances

Any time after the date of this Assignment, at the request of the Assignee, the Assignor shall:

- 4.1 execute all such documents and do such acts and things as the Assignee may reasonably require in order to give to the Assignee the full benefit of all the provisions of this Assignment; and
- 4.2 provide all reasonable assistance which the Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Trademarks or with the prosecution of any applications to register the Trademarks or with establishing, confirming or defending title to the Trademarks.

5 Costs

Any reasonable costs incurred by the parties pursuant to this Assignment, including any costs associated with recording the transactions contemplated by this Assignment at the U.S. Patent and Trademark Office, or any other applicable Governmental Authority, shall be shared equally between the Assignor on the one hand and the Assignee on the other hand.

6 Entire Agreement

This Assignment, the Asset Purchase Agreement and the schedules, exhibits and annexes hereof and thereof contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior written or oral negotiations, understandings and agreements relating to the subject matter hereof. To the extent that any provision of this Assignment is inconsistent with the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

7 Successors and Assigns

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Assignee, its successors and assigns shall hereafter hold all of the aforesaid rights in the same manner in which they would have been held by Assignor had this Assignment not been made.

8 Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the United States and the State of Oklahoma (without regard to any conflict of law principles found therein).

9 Counterparts

This Assignment may be executed in several counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR

GAFP, INC., doing business as 440 FENCE COMPANY INC.

By: Mark Meek

Name: MARK MEEK

Title: PRESIDENT

ASSIGNEE

AMERISTAR PERIMETER SECURITY USA INC.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005197 FRAME: 0620

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR

GAPP, INC., doing business as 440 FENCE COMPANY INC.

By: _____

Name:

Title:

ASSIGNEE

AMERISTAR PERIMETER SECURITY USA INC.

By: Jeffrey A. McReel-Calk

Name: JEFFREY A. MCREEL-CALK

Title: AUTHORIZED SIGNATORY


[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005197 FRAME: 0621

Schedule 1: Trademarks

Part A

Mark	Country	Status	Registration No.	Class	Application Date	Registration Date
440	US	Registered	4169644	6	10/03/2010	10/07/2012
440	US	Registered	4173370	6	10/03/2010	17/07/2012
Adaptrack	US	Registered	2794790	6	24/10/2002	16/12/2003
Aegis	US	Registered	2764363	6	24/10/2002	16/09/2003
Aegis Plus	US	Registered	3856019	6	07/01/2010	05/10/2010
Ameristar	US	Registered	1782393	6	28/07/1992	20/07/1993
Axis	US	Application Pending	-	9	31/07/2013	-
Back 40	US	Registered	3863685	6	10/03/2010	19/10/2010
Back 40 Plus	US	Registered	3863686	6	10/03/2010	19/10/2010
Counterpoint	US	Registered	3341454	6	15/11/2005	20/11/2007
Defcon Alpha	US	Registered	3363422	6	15/11/2005	01/01/2008
Defcon Bravo	US	Registered	3363423	6	15/11/2005	01/01/2008
Defcon Niko	US	Registered	3363424	6	15/11/2005	01/01/2008
Defcon Zulu	US	Registered	3363425	6	15/11/2005	01/01/2008
Echelon	US	Registered	3529991	6	04/10/2007	11/11/2008
Echelon Plus	US	Registered	3856021	6	07/01/2010	05/10/2010
Forearm	US	Application Pending	-	6	31/07/2013	-
Gauntlet	US	Registered	2862826	6	10/07/2003	13/07/2004
Impasse	US	Registered	2860288	6	10/07/2003	06/07/2004
Invincible	US	Registered	2808830	6	26/03/2003	27/01/2004
Maxima	US	Registered	1833638	6	30/06/1992	03/05/1994
Montage	US	Registered	3146574	6	05/10/2004	19/09/2006
Montage ATF	US	Registered	3146572	6	05/10/2004	19/09/2006

Mark	Country	Status	Registration No.	Class	Application Date	Registration Date
	US	Registered	3282945	6	26/05/2006	21/08/2007
Montage Plus ATF	US	Registered	3146573	6	05/10/2004	19/09/2006
Permacoat	US	Registered	2088700	6	11/12/1995	19/08/1997
Pool Pet & Play	US	Registered	3228579	6	29/11/2004	10/04/2007
Portapanel	US	Registered	3948882	6	25/01/2010	19/04/2011
Quik-Rok	US	Registered	2769311	19	25/10/2002	30/09/2003
Raising Product Quality Beyond Market Expectations	US	Registered	2769309	6	25/10/2002	30/09/2003
Recoil Alpha	US	Registered	3363426	6	15/11/2005	01/01/2008
Recoil Bravo	US	Registered	3363427	6	15/11/2005	01/01/2008
Stalwart	US	Registered	3444620	6	04/10/2007	10/06/2008
Stargate	US	Application Pending	-	9	07/06/2013	-
The Choice of Professional Fence Installers	US	Registered	2346478	6	01/06/1998	02/05/2000
Transport	US	Registered	2794789	6	24/10/2002	16/12/2003
Traverse	US	Application Pending	-	9	31/07/2013	-

Part B

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