

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
Mr. Carl Simpson		08/26/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Defender Security Company		
Doing Business As:	Defender Direct		
Street Address:	3750 Priority Way South Drive		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3404246	TRUE HOME	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(317)610-2342		
Email:	docketing@maginot.com, hwfaucett@maginot.com		
Correspondent Name:	Homer W. Faucett, III		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 3250		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	2221.0009		
NAME OF SUBMITTER:	Homer W. Faucett, III		
Signature:	/Homer W. Faucett, III/		

CH \$40.00 3404246

Date:

08/29/2012

Total Attachments: 2

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") by and between Carl Simpson, an individual having a principal place of business at 3007 Margot Ct., Wylie, Texas 75098 ("Assignor") and Defender Security Company, an Indiana Corporation having a principal place of business at 3750 Priority Way South Drive, Indianapolis, Indiana 46240 ("Defender" and "Assignee"), is entered into this 26<sup>th</sup> Day of August, 2012 (the "Effective Date").

### BACKGROUND

WHEREAS Carl Simpson is the owner of certain trademarks in the name TRUE HOME;  
and

WHEREAS Defender wishes to obtain all rights in the TRUE HOME trade name and trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **Conveyance to Assignee.** In consideration for Assignee's one time payment of ~~REDACTED~~ to Assignor, Assignor hereby assigns, transfers, and conveys to Assignee all right, title, interest, and goodwill in and to all trade names, trademarks and service marks utilizing the formatives "TRUE HOME" and any colorable variation thereof, including U.S. Trademark Registration 3,404,246 for the mark TRUE HOME (the "TRUE HOME Registration") and any common law trademarks or rights to any other similar marks or registrations owned by Assignor as of the effective date of this Agreement, including without limitation, all proceeds of infringement suits, the right to sue and collect for past, present and future infringements and all rights corresponding thereto throughout the world, (all of the foregoing are collectively called the "TRUE HOME Marks"). Assignor shall do all things requested by Assignee to perfect Assignee's rights in the TRUE HOME Marks.

2. **Covenants of Assignor.** Assignor covenants and warrants that (a) each of the TRUE HOME Marks is valid and enforceable; (b) no claim has been made that the use of any of the TRUE HOME Marks violates or may violate the rights of any third persons; (c) the mark set forth in the TRUE HOME Registration has been in continuous and uninterrupted use from the date of first use listed on TRUE HOME REGISTRATION until the Effective Date of this Agreement; (d) the TRUE HOME Marks are assigned with unencumbered right, title and interest in and to all of the TRUE HOME Marks, free and clear of any liens, charges and encumbrances; (e) Assignor will indemnify and defend Assignee's good and marketable title to the TRUE HOME Marks; and (f) Assignor has all necessary rights, title, and authority to sell, transfer and convey the TRUE HOME Marks to Assignee.

3. **License.** The parties hereby acknowledge that they are entering into a Trademark License Agreement contemporaneously herewith, whereby Assignee grants to

Assignor a license to use the TRUE HOME name under the terms and conditions set forth therein.

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

5. **Governing Law.** Any issue or dispute regarding the validity, interpretation, performance or breach of this trademark Assignment Agreement shall be governed by and construed in accordance with the substantive laws of the state of Indiana, excluding any rule or principle which might refer a dispute to the substantive laws of another jurisdiction, and shall be brought and litigated exclusively in the state or federal courts located in Marion County, Indiana. The parties hereby waive all objections to personal jurisdiction and venue therein.

6. **Descriptive Headings.** The descriptive headings of this agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

7. **Remedies.** Assignor acknowledges that any breach of this Agreement will cause Assignee substantial and irreparable harm, inadequately compensated by damages. In the event of Assignor's actual or threatened breach of this Agreement, the Assignee shall be entitled to: (i) injunctive relief in the form of a temporary restriction order, preliminary and permanent injunction enforcing transfer of the TRUE HOME Marks or preventing ongoing use of the Trademarks by Assignor; (ii) recover from Assignor all reasonable attorney's fees and costs incurred by Assignee; and (iii) any other remedies available for such breach or threatened breach, including without limitation the recovery of damages, to the extent calculable.

8. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. The provisions of this agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this agreement in any jurisdiction. The benefits and burdens of this agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

**Defender Security Company**

**Mr. Carl Simpson**

By \_\_\_\_\_

By  \_\_\_\_\_

Title: \_\_\_\_\_

Carl Simpson

Date: \_\_\_\_\_

Date: 8-27-12