

## 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
International Security Management Group, Inc.		02/10/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Universal Protection Service, LLC		
Street Address:	1551 N. Tustin Ave.		
Internal Address:	Suite 650		
City:	Tustin		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3695676	VAST	
Registration Number:	4455448	GRIP	
CORRESPONDENCE DATA			
Fax Number:	7145135130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-513-5100		
Email:	mwisniewski@sheppardmullin.com		
Correspondent Name:	Michelle L. Wisniewski		
Address Line 1:	650 Town Center Drive		
Address Line 2:	4th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	15EG-195301		
NAME OF SUBMITTER:	Michelle L. Wisniewski		

TRADEMARK

Signature:	/mlw/
Date:	02/11/2014
<b>Total Attachments: 5</b> source=TM Assignment#page1.tif source=TM Assignment#page2.tif source=TM Assignment#page3.tif source=TM Assignment#page4.tif source=TM Assignment#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into on February 10, 2014, by and between International Security Management Group, Inc., a Georgia corporation ("Assignor") and Universal Protection Service, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor, Assignee and certain other parties named therein are parties to that certain Asset Purchase Agreement, made and entered into as of February 10, 2014 (the "Purchase Agreement"), pursuant to which Assignee is purchasing from Assignor substantially all of Assignor's Assets;

WHEREAS, it is a condition to the closing under the Purchase Agreement that Assignor assigns to Assignee their entire right, title and interest in and to the assets owned by Assignor listed on the attached Exhibit A ("Intellectual Property Assets");

WHEREAS, Assignor desires to assign to Assignee its entire right, title and interest in and to the Intellectual Property Assets owned by Assignor, and Assignee desires to acquire the entire right, title, and interest in and to the Intellectual Property Assets owned by Assignor; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above Recitals, the parties hereto, intending to be legally bound, agree as follows:

### AGREEMENT

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee their entire right, title and interest in and to all of the Intellectual Property Assets owned by Assignor, and the registrations therefor, for Assignee's use and enjoyment, and including the right to sue for and collect damages by reason of past, present and future infringement and the goodwill of the business and operations of the business associated with the Intellectual Property Assets, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. Successors and Assigns. Except as otherwise provided in this Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and Representatives.

3. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to that body of laws pertaining to conflict of laws.

4. Facsimile or Scanned Signature. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

[SIGNATURE PAGE FOLLOWS]

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

"ASSIGNOR"

International Security Management Group, Inc., a  
Georgia corporation

By: 

Name: Carl E. Bledsoe

Title: Chairman

"ASSIGNEE"

Universal Protection Service, LLC, a Delaware limited  
liability company

By: \_\_\_\_\_

Name: Steven S. Jones

Title: Chief Executive Officer

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

“ASSIGNOR”

International Security Management Group, Inc., a  
Georgia corporation

By: \_\_\_\_\_  
Name: Carl E. Bledsoe  
Title: Chairman

“ASSIGNEE”

Universal Protection Service, LLC, a Delaware limited  
liability company

By:  \_\_\_\_\_  
Name: Steven S. Jones  
Title: Chief Executive Officer

EXHIBIT A

INTELLECTUAL PROPERTY

1. All rights to the “VAST” trademark, U.S. Trademark Registration No.: 3,695,676
2. All rights to the “GRIP” trademark, U.S. Trademark Registration No.: 4,455,448