

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HiValley Technology, Inc.		03/13/2015	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	SecurityTrax LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3408182	SECURITYTRAX	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tmdoctc@fr.com		
Correspondent Name:	Cynthia Johnson Walden		
Address Line 1:	PO Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	22888-0001002		
NAME OF SUBMITTER:	Cynthia Johnson Walden		
SIGNATURE:	/cynthia johnson walden/		
DATE SIGNED:	03/27/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*IP Assignment*”), dated as of March 13, 2015, is made by **HiVALLEY TECHNOLOGY INC.**, a Utah corporation (“*Seller*”), in favor of **SecurityTrax LLC**, a Delaware limited liability company (“*Purchaser*”), the purchaser of certain assets of Seller pursuant to a Asset Purchaser Agreement by and among Purchaser, Seller, Jeff Hansen and Travis Hansen, dated as of the date hereof (the “*Asset Purchase Agreement*”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Purchaser, and Purchaser hereby purchases, accepts, acquires and takes assignment and delivery of, all of Seller’s right, title and interest in, to and under the following: (the “*Assigned IP*”):

(a) all Intellectual Property (as defined in the Asset Purchase Agreement), including but not limited to that which is listed on Schedule I;

(b) all technical and descriptive materials relating to the acquisition, design, development, use or maintenance of computer code and program documentation and materials (the “*Documentation*”)

(c) all data and information, in any medium, including proprietary information, technical information, source code and object code relating to any Acquired Asset, including all content and data embodied in, delivered through, or used to operate the Acquired Assets, including all databases, customer lists, forms, and textual, video, graphical and multimedia works (the “*Content*”); and

(d) all books, records, files, papers or software, whether in hard copy or computer format, and all delivery platforms, gateways, “on ramp” connections and access points.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser’s reasonable request, and at Purchaser’s sole cost and expense, Seller shall take such steps and actions, and provide such

cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

HIVALLEY TECHNOLOGY INC. INC.

By: 
Name: Jeff Hansen
Title: President

AGREED TO AND ACCEPTED:

SECURITYTRAX LLC

By: Alarm.com Incorporated, its Manager

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

HIVALLEY TECHNOLOGY INC. INC.

By: _____

Name: Jeff Hansen

Title: President

AGREED TO AND ACCEPTED:

SECURITYTRAX LLC

By: Alarm.com Incorporated, its Manager

By:  _____

Name: Daniel Ramos

Title: SVP

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 005486 FRAME: 0444

SCHEDULE 1

Trademarks:

Mark:	Registration No.
SECURITYTRAX	3408182

Domain Names:

<http://www.securitytrax.com>