

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM336724

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Simplex Time Recorder Co.		01/20/2015	CORPORATION: NEVADA
Commercial Wireless Systems International, LLC		01/20/2015	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Simplex Time Recorder Co.		
<b>Street Address:</b>	9 Roszel Road		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08540		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3366331	CWSI	
<b>Registration Number:</b>	4267461	CWSITE	
<b>Registration Number:</b>	4285279	FPNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5618927854		
<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>			
<b>Phone:</b>	5619126929		
<b>Email:</b>	ustmks@tycoint.com		
<b>Correspondent Name:</b>	Colette A. Durst		
<b>Address Line 1:</b>	6600 Congress Avenue		
<b>Address Line 4:</b>	Boca Raton, FLORIDA 33487		
<b>ATTORNEY DOCKET NUMBER:</b>	T-01094		
<b>NAME OF SUBMITTER:</b>	Colette A. Durst		
<b>SIGNATURE:</b>	/Colette A. Durst/		
<b>DATE SIGNED:</b>	03/31/2015		
<b>Total Attachments: 5</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

This Assignment of Intellectual Property Rights (this “**Agreement**”) is entered into as of January 20, 2015, by and between COMMERCIAL WIRELESS SYSTEMS INTERNATIONAL, LLC, a Florida limited liability company (“**Assignor**”), and SIMPLEX TIME RECORDER CO., a Nevada corporation (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith entered into by and among Assignee, Assignor and the Equityholders party thereto (the “**Purchase Agreement**”), Assignor agreed to transfer to Assignee, and Assignee agreed to purchase, all right, title and interest of Assignor to substantially all of Assignee’s assets, including, without limitation, the intellectual property set forth on Exhibit A (the “**Purchased Intellectual Property**”); and

WHEREAS, the execution of this Agreement is a condition to Assignor’s and Assignee’s willingness to enter into the Purchase Agreement and to consummate the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement, and such further mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. **Transfer of Purchased Intellectual Property.** Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Purchased Intellectual Property, together with the goodwill associated with the Purchased Intellectual Property, and all respective registrations for the Purchased Intellectual Property, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any state thereof, or any other jurisdiction foreign to the United States, now or hereafter in effect (the Purchased Intellectual Property that has been registered shall be referred to herein as the “**Registered Intellectual Property**”), for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income, royalties or payments due or payable as of the closing of the transactions contemplated by the Purchase Agreement or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Purchased Intellectual Property, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. **Registered Intellectual Property Recordings.** Assignor hereby requests the Commissioner of Patents and Trademarks to record this Agreement against the Registered Intellectual Property and title thereto as the property of Assignee, its successors, legal representatives and assigns, as Assignee and owner of the Registered Intellectual Property. Assignor hereby requests the proper officials of all states of the United States and of all other jurisdictions foreign to the United States whose duty is to record trademark, copyright, brand name, patent, service mark or trade name registrations, applications or title thereto, to record this Agreement against the Registered Intellectual Property and title thereto as the property of Assignee, its successors, legal representatives and assigns, as Assignee and owner of the Registered

Intellectual Property. Any applicable assignment or transfer fees necessary to effectuate the assignment of the Purchased Intellectual Property shall be borne by Assignee.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee that Assignor has not sold, transferred, assigned or encumbered any of its right, title or interest in the Purchased Intellectual Property, and it has the authority to transfer and assign the Purchased Intellectual Property, enter into this Agreement and perform its obligations hereunder. Assignor further represents that no registration or filing with any governmental entity has been made by it or on its behalf for the Purchased Intellectual Property under the laws of the United States or any state thereof, or any other jurisdiction foreign to the United States affecting Assignor's full title and rights in and to the Purchased Intellectual Property.

4. **Further Cooperation.** Assignor shall provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Registered Intellectual Property; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Purchased Intellectual Property, including, but not limited to, testifying as to any facts relating to the Purchased Intellectual Property assigned herein and this Agreement; (c) in obtaining any additional trademark, copyright and/or patent protection for the Registered Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any state thereof or any jurisdiction foreign to the United States; and (d) in the implementation or perfection of this Agreement.

5. **Miscellaneous.** This Agreement is executed pursuant to and in furtherance of the Purchase Agreement, and it does not replace, substitute for or extinguish any provision or obligation of the Purchase Agreement. In the event of a conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Florida, without giving effect to its principles of conflicts of law.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this this Agreement to be duly executed as of the date first above written.

**ASSIGNOR:**

COMMERCIAL WIRELESS SYSTEMS  
INTERNATIONAL, LLC

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

Name: \_\_\_\_\_

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

**ASSIGNEE:**

SIMPLEX TIME RECORDER CO.

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

Robert F. Chauvin, President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the date first above written.

**ASSIGNOR:**

COMMERCIAL WIRELESS SYSTEMS  
INTERNATIONAL, LLC

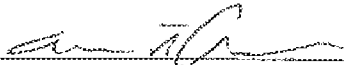
By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**ASSIGNEE:**

SIMPLEX TIME RECORDER CO.

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

Robert F. Chauvin, President

**Exhibit A**

**Purchased Intellectual Property**

CWSI & Design Trademark US Reg #3,366,331

CWSITE Trademark Reg No. 4,267,461

FPNET Trademark US Reg Number 4,285,279

cwsifire.com URL

wirelessfirealarm.com URL

wirelessfiretechnology.com URL