

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mydatt Services, Inc. (d/b/a Valor Security Services, Brantley Security Services and Brantley Usher Services)		02/03/2015	CORPORATION: OHIO
Brantley Security Services, Inc.		02/03/2015	CORPORATION: OHIO
Valor Security Services of Puerto Rico, Inc.		02/03/2015	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Universal Protection Service, LLC		
Street Address:	1551 N. Tustin Avenue, Suite 650		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2847527	VALOR	
Registration Number:	3666398	BRANTLEY SECURITY	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
<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>			
Phone:	(858)720-8900		
Email:	Docketing@SheppardMullin.com, CStroesser@SheppardMullin.com		
Correspondent Name:	David E. Heisey		
Address Line 1:	Sheppard Mullin Richter & Hampton LLP		
Address Line 2:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130-2006		
ATTORNEY DOCKET NUMBER:	15EG-211003-VALOR		
NAME OF SUBMITTER:	Jesse A. Salen		

CH \$65.00 2847527

SIGNATURE:	/Jesse A. Salen/
DATE SIGNED:	07/10/2015
Total Attachments: 5 source=211003_AssignmentValor#page1.tif source=211003_AssignmentValor#page2.tif source=211003_AssignmentValor#page3.tif source=211003_AssignmentValor#page4.tif source=211003_AssignmentValor#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into on February 3, 2015, by and among Mydatt Services, Inc. (d/b/a Valor Security Services, Brantley Security Services and Brantley Usher Services), an Ohio corporation; Brantley Security Services, Inc., an Ohio corporation; and Valor Security Services of Puerto Rico, Inc., a corporation incorporated under the laws of the Commonwealth of Puerto Rico (collectively, "Assignors"); and Universal Protection Service, LLC, a Delaware limited liability company (together with its successors and assigns, "Assignee").

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, made and entered into as of February 3, 2015 (the "Purchase Agreement"), pursuant to which Assignee is purchasing from Assignors certain of Assignors' assets;

WHEREAS, the Purchase Agreement contemplates that Assignors will assign to Assignee their entire right, title and interest in and to the assets owned by Assignors listed on the attached Exhibit A ("Intellectual Property Assets");

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

WHEREAS, unless otherwise defined herein, capitalized terms herein 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. Assignors hereby sell, assign, transfer and convey to Assignee their entire right, title and interest in and to all of the Intellectual Property Assets owned by Assignors, and the registrations therefor (if any), 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 the operations of the Business associated with the Intellectual Property Assets, as fully and entirely as the same would have been held by Assignors had this Assignment not been made, and Assignee hereby accepts such assignment, transfer and conveyance.

2. Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

3. 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 and assigns.

4. 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.

5. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

"ASSIGNORS"

Mydatt Services, Inc. (d/b/a Valor Security Services, Brantley Security Services and Brantley Usher Services), an Ohio corporation

By: 

Name: Danny L. Rakestraw

Its: President

Brantley Security Services, Inc., an Ohio corporation

By: 

Name: Danny L. Rakestraw

Its: President

Valor Security Services of Puerto Rico, Inc., a corporation incorporated under the laws of the Commonwealth of Puerto Rico

By: 

Name: Danny L. Rakestraw

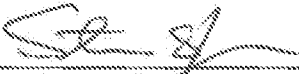
Its: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005574 FRAME: 0354

"ASSIGNEE"

Universal Protection Service, LLC, a Delaware limited liability company

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005574 FRAME: 0355

EXHIBIT A

INTELLECTUAL PROPERTY ASSETS

<i>Trademark</i>	<i>Registration No.</i>	<i>Registration Date</i>
VALOR	2847527	06/01/2004
BRANTLEY SECURITY	3666398	08/11/2009

<i>Trade Name</i>	<i>State</i>	<i>Registration Date</i>	<i>Registration Number</i>
BRANTLEY SECURITY SERVICES	Ohio	04/06/2009	1848876
VALOR SECURITY SERVICES	Arizona	05/04/2012	546596
VALOR SECURITY SERVICES	Louisiana	09/19/2011	631963
VALOR SECURITY SERVICES	North Dakota	05/15/2012	17844400
VALOR SECURITY SERVICES	Ohio	11/29/2004	1502594

<i>Domain Name</i>	<i>Domain Registrar</i>	<i>Expiration Date</i>
VALORSECURITY.COM	Network Solutions, LLC	02/24/2016
BRANTLEYSECURITY.COM	GoDaddy.com, LLC	12/20/2017