

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPC International Corporation		07/15/2015	CORPORATION: ILLINOIS
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3141823	PROTECTING AMERICA'S MALLS	
Registration Number:	2282257	PROTECTING AMERICA'S MALLS	
Registration Number:	3881568	THE LEADER IN PROTECTING PEOPLE AND PLAC	
Registration Number:	3779446	PROTECTION THROUGH PREVENTION	
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		
NAME OF SUBMITTER:	David E. Heisey		
SIGNATURE:	/David E. Heisey/		
DATE SIGNED:	07/17/2015		
Total Attachments: 5			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into on July 15, 2015, by and between IPC International Corporation, an Illinois corporation (“Assignor”) and Universal Protection Service, LLC, a Delaware limited liability company (together with its successors and assigns, “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 August 9, 2013 (the “Purchase Agreement”), pursuant to which Assignee purchased from Assignor the Assets (as defined therein);

WHEREAS, pursuant to the Purchase Agreement, Assignor assigned to Assignee its entire right, title and interest in and to the Assets owned by Assignor listed on the attached Exhibit A (“Intellectual Property Assets”);

WHEREAS, Assignor and Assignee seek to memorialize, ratify and affirm that the Intellectual Property Assets were assigned by Assignor to Assignee pursuant to and in accordance with the Purchase Agreement; 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. Ratification of Assignment. Assignor and Assignee hereby acknowledge, ratify and confirm that, pursuant to the Purchase Agreement and effective as of the date thereof, Assignor sold, assigned, transferred and conveyed to Assignee its 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.

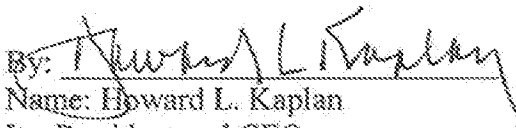
4. Facsimile or Scanned Signature. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan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

[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.

"ASSIGNOR"

IPC International Corporation

By: 
Name: Howard L. Kaplan
Its: President and CEO

"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]

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"ASSIGNOR"

IPC International Corporation


By: _____

Name: Howard L. Kaplan

Its: President and CEO

"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: 005579 FRAME: 0422

EXHIBIT A

INTELLECTUAL PROPERTY

Mark	Registrant	Registration No.	Registration Date
PROTECTING AMERICA'S MALLS	IPC International Corporation	Reg. 3,141,823	09/12/2006
PROTECTING AMERICA'S MALLS	IPC International Corporation	Reg. 2,282,257	09/28/1999
THE LEADER IN PROTECTING PEOPLE AND PLACES	IPC International Corporation	Reg. 3,881,568	11/23/2010
PROTECTION THROUGH PREVENTION	IPC International Corporation]	Reg. 3,779,446	04/20/2010