

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361985

<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>
SURGE SUPPRESSION, LLC		09/30/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ILSCO SUPPRESSION, LLC		
<b>Street Address:</b>	4730 MADISON ROAD		
<b>City:</b>	CINCINNATI		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45227		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2465311	MANUFACTURER AND SUPPLIER OF QUALITY TVS	
<b>Registration Number:</b>	3482760	ADVANTAGE	
<b>Registration Number:</b>	2980175	OPTIMAL PROTECTION NETWORK	
<b>Serial Number:</b>	86711788	FIRST DEFENSE	
<b>Serial Number:</b>	86711730	SSI	
<b>Serial Number:</b>	86711586	A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133699		
<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>	317-713-3500		
<b>Email:</b>	TAFT-IP-DOCKET@TAFTLAW.COM		
<b>Correspondent Name:</b>	TAFT STETTINIUS & HOLLISTER LLP		
<b>Address Line 1:</b>	ONE INDIANA SQUARE		
<b>Address Line 2:</b>	SUITE 3500		
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204-2023		
<b>ATTORNEY DOCKET NUMBER:</b>	ILS01-GN005		
<b>NAME OF SUBMITTER:</b>	Anthony Filomena		
<b>SIGNATURE:</b>	//Anthony Filomena//		

CH \$165.00 2465311

<b>DATE SIGNED:</b>	11/11/2015
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**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment"), dated as of September 30, 2015, is made and entered into by and between Surge Suppression, LLC, a Florida limited liability company ("Seller"), in favor of ILSCO Suppression, LLC, a Delaware limited liability company ("Buyer"), the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of September 30, 2015 (the "Asset Purchase Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Buyer is acquiring substantially all of the assets of Seller used in or related to the Business, and Seller is the owner of certain Intellectual Property that comprises a portion of the assets being acquired by Buyer under the Asset Purchase Agreement;

WHEREAS, in connection with the purchase of the assets contemplated by the Asset Purchase Agreement, Seller desires to sell, assign, convey, and transfer to Buyer all right, title and interest in and to the Intellectual Property, and Buyer wishes to accept and assume the same, subject to the terms and conditions of this IP Assignment and the Asset Purchase Agreement; and

WHEREAS, in connection with the purchase of the assets contemplated by the Asset Purchase Agreement, Seller has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and with other domestic and foreign entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, in furtherance of the foregoing, the mutual promises hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms of the Asset Purchase Agreement, the parties hereby agree as follows:

1. IP Assignment.

1.1 General. Seller hereby irrevocably sells, assigns, conveys, and transfers unto Buyer, and Buyer hereby accepts, all of Seller's worldwide right, title, and interest in and to the Intellectual Property. The Exhibits attached hereto include a non-exhaustive listing of the Intellectual Property.

1.2 Patents. Without limiting the generality of Section 1.1,

(a) Seller hereby irrevocably sells, assigns, conveys, and transfers unto Buyer, and Buyer hereby accepts, all of Seller's worldwide right, title, and interest in and to all domestic, foreign and international issued patents and patent applications included in the Intellectual Property and those set forth in Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, and any and all related domestic, foreign and international issued patents and patent applications, and all

renewals and extensions of any of the foregoing, ("Patent Rights"); any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, violation or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and all licenses related to any of the foregoing (including the right to recover for any prior, current or future breach thereof).

(b) Seller authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer and record ownership of such Patent Rights to Buyer, its successors and assigns, and to issue to Buyer, its successors and assigns, all intellectual property rights, foreign or domestic, arising from the Patent Rights or relating thereto.

1.3 Trademarks. Without limiting the generality of Section 1.1,

(a) Seller hereby irrevocably sells, assigns, conveys, and transfers Buyer, and Buyer hereby accepts, all of Seller's worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the trademarks, service marks, trade dress, and trade names included in the Intellectual Property and those set forth in Exhibit B hereto, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Intellectual Property, all renewals and extensions of any of the foregoing, ("Trademark Rights"); the entire goodwill of the business associated with which is symbolized by the foregoing; any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and all licenses related to any of the foregoing (including the right to recover for any prior, current or future breach thereof).

(b) Seller authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer and record ownership of such Trademark Rights to Buyer, its successors and assigns, and to issue to Buyer, its successors and assigns, all Certificates of Registration and other intellectual property rights, foreign or domestic, arising from the Trademark Rights or relating thereto.

1.4 Copyrights. Without limiting the generality of Section 1.1,

(a) Seller hereby irrevocably sells, assigns, conveys, and transfers Buyer, and Buyer hereby accepts, all of Seller's worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the copyrights included in the Intellectual Property and those set forth in Exhibit C hereto, all unregistered copyrights included in the Intellectual Property, including all Software, technical, marketing, advertising and website materials and other materials used in or related to the Business ("Copyright Rights"); any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on

and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and all licenses related to any of the foregoing, including the right to recover for any prior, current or future breach thereof.

(b) Seller hereby authorizes and requests the United States Copyright Office and any similar foreign or domestic governmental authority to transfer and record ownership of such Copyright Rights to Buyer, its successors and assigns, and to issue to Buyer, its successors and assigns, all Certificates of Registration and other intellectual property rights, foreign or domestic, arising from the Copyright Rights or relating thereto.

1.5 Domain Names. Without limiting the generality of Section 1.1,

(a) Seller hereby irrevocably sells, assigns, conveys, and transfers unto Buyer, and Buyer hereby accepts, all of Seller's worldwide right, title, and interest in and to all domain names and registrations included in the Intellectual Property and those set forth in Exhibit D hereto, and all website content associated therewith, ("Domain Rights"); any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and all licenses related to any of the foregoing, including the right to recover for any prior, current or future breach thereof.

(b) Seller hereby authorizes and requests any foreign or domestic domain name registrar to transfer and record ownership of such Domain Rights to Buyer, its successors and assigns, record ownership of such Domain Rights to Buyer, its successors and assigns, and to issue to Buyer, its successors and assigns, all other rights, foreign or domestic, arising from the Domain Rights or relating thereto.

1.6 Trade Secrets. Without limiting the generality of Section 1.1,

Seller hereby irrevocably sells, assigns, conveys, and transfers unto Buyer, and Buyer hereby accepts, all of Seller's worldwide right, title, and interest in and to all trade secrets included in the Intellectual Property; any and all claims and causes of action, with respect to the trade secrets, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future misappropriation, violation or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and all licenses related to any of the foregoing, including the right to recover for any prior, current or future breach thereof.

1.7 Other Intellectual Property. With regard to any other intellectual property rights included in the Intellectual Property and not covered in Sections 1.2, 1.3, 1.4, 1.5 and 1.6 above,

Seller hereby irrevocably sells, assigns, conveys, and transfers unto Buyer, and Buyer hereby accepts, all of Seller's worldwide rights to recover for past, present and future infringement of such intellectual property rights, and all licenses related to intellectual property rights, including the right to recover for any prior, current or future breach thereof.

2. Proceeds. Seller hereby irrevocably sells, assigns, conveys, and transfers to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property and all licenses related thereto.

3. Further Actions. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Intellectual Property to Buyer, or any assignee or successor thereto.

4. 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 Buyer with respect to the Intellectual Property. 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.

5. 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.

6. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule

8. Waivers. No waiver of any of the provisions of this IP Assignment shall be valid and enforceable unless such waiver is in writing and signed by the party to be charged, and, unless otherwise stated therein, no such waiver shall constitute a waiver of any other provisions hereof (whether or not similar) or a continuing waiver.

9. No Third Party Rights. Nothing express or implied in this IP Assignment is intended or shall be construed to confer on any person other than Seller and Buyer any rights under this IP Assignment.

10. Severability. In the event that any part of this IP Assignment is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions hereof shall remain in full force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this IP Assignment has been duly and validly executed by Seller and Buyer effective as of the date first written above.

**SELLER:**  
Surge Suppression, LLC

**BUYER:**  
ILSCO Suppression, LLC

By: [Signature]

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

Name: Richard W. Hotchkiss, Jr.

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

Title: President

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

Address for Notices:

Address for Notices:

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\_\_\_\_\_

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\_\_\_\_\_

STATE OF FLORIDA        )  
                                  ) SS  
COUNTY OF Okaloosa )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2015, by Richard Hotchkiss, Jr., the President of Surge Suppression, LLC, a Florida limited liability company, on behalf of the company.

[Signature]  
Notary Public



**RACHEAL LEE BEACH**  
MY COMMISSION # FF 069549  
EXPIRES: November 11, 2017  
Bonded Thru Budget Notary Services

STATE OF OHIO         )  
                                  ) SS  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of ILSCO Suppression, LLC, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public




IN WITNESS WHEREOF, this IP Assignment has been duly and validly executed by Seller and Buyer effective as of the date first written above.

**SELLER:**  
Surge Suppression, LLC

**BUYER:**  
ILSCO Suppression, LLC

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

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

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

Name: Andrew B. Quinn

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

Title: Chief Executive Officer

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA        )  
  ) SS  
COUNTY OF \_\_\_\_\_)


The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of Surge Suppression, LLC, a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

STATE OF OHIO         )  
  ) SS  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 29 day of September, 2015, by Andrew B. Quinn, the CEO of ILSCO Suppression, LLC, a Delaware limited liability company, on behalf of the company.

DEBORAH L. LOEWENSTEIN  
Notary Public, State of Ohio  
My Commission Expires 03-26-2017

  
Notary Public