TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM368153

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Dakota Security Systems Inc.		01/04/2016	CORPORATION: SOUTH DAKOTA	

RECEIVING PARTY DATA

Name:	Convergint Technologies LLC
Street Address:	1651 Wilkening Road
City:	Schaumberg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3085354	DAKOTA
Registration Number:	3164803	DAKOTA SECURITY SYSTEMS, INC.

CORRESPONDENCE DATA

Fax Number: 3038997333

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.

Phone: (303)899-7300

Email: boxip@hoganlovells.com

Correspondent Name: David London

Address Line 1: One Tabor Center, Suite 1500

Address Line 2: Hogan Lovells US LLP

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	040313.000022
NAME OF SUBMITTER:	David L. London
SIGNATURE:	/DLL/
DATE SIGNED:	01/06/2016

Total Attachments: 5

source=Project Romeo - Trademark Assignment (Execution Version)#page1.tif source=Project Romeo - Trademark Assignment (Execution Version)#page2.tif

> **TRADEMARK** REEL: 005703 FRAME: 0574

900349513

source=Project Romeo - Trademark Assignment (Execution Version)#page3.tif source=Project Romeo - Trademark Assignment (Execution Version)#page4.tif source=Project Romeo - Trademark Assignment (Execution Version)#page5.tif

TRADEMARK REEL: 005703 FRAME: 0575

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This Trademark Assignment and Assumption Agreement (this 'Trademark Assignment'), dated as of January 4, 2016, is entered into by and between Dakota Security Systems Inc., a South Dakota corporation ('Assignor'), and Convergint Technologies LLC, a Delaware limited liability company ('Assignee').

WHEREAS, Assignor owns all right, title and interest in and to the marks identified on <u>Schedule A</u> hereto and the goodwill associated therewith and symbolized thereby (collectively, the 'Marks');

WHEREAS, Assignor desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the Marks to Assignee; and

WHEREAS, Assignor and Assignee hereby acknowledge such assignment, transfer, conveyance and delivery of all right, title and interest of Assignor throughout the world in and to the Marks.

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor has assigned, transferred, conveyed and delivered and hereby assigns, transfers, conveys and delivers to Assignee all right, title, and interest of Assignor throughout the world in and to the Marks and the goodwill associated therewith and symbolized thereby, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.
- 2. Assignor has further assigned and hereby assigns to Assignee all right to sue for and receive all damages and benefits accruing from past, present and future infringements of the Marks.
- 3. This Trademark Assignment shall be binding upon Assignor, its successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith.
- 4. This Trademark Assignment is given pursuant to that certain Bill of Sale, Assignment and Assumption Agreement by and between the Assignor and Assignee, and that certain Asset Purchase Agreement (the "Asset Purchase Agreement") incorporated therein by reference by and among Assignor, Assignee, James Eric Yunag, in his capacity as the seller of the Yunag Goodwill (as defined in the Asset Purchase Agreement), the shareholders of Assignor set forth on the signature page to the Asset Purchase Agreement (the "Shareholders"), and James James Eric Yunag, in his capacity as representative of the Shareholders, in each case entered into

TRADEMARK REEL: 005703 FRAME: 0576 effective as of the date hereof (collectively, the "Agreements"), and is subject to the terms thereof. This Trademark Assignment shall not be construed to amend the terms of the Agreements nor limit, alter, impair, enlarge or enhance the rights thereunder of the respective parties thereto. This Trademark Assignment is given solely for the purpose of separately evidencing the transactions contemplated by the Agreements. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release the parties to the Agreements from any of their respective covenants, obligations or duties under the Agreements, it being the intention of such parties that such covenants, obligations and duties shall survive the execution and delivery of this Trademark Assignment except to the extent otherwise expressly provided in the Agreements.

[The rest of this page was left blank intentionally; the signature page follows.]

\DE - 708706/008555 - 1016143 v2

TRADEMARK
REEL: 005703 FRAME: 0577

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

ASSIGNEE: CONVERGINT TECHNOLOGIES LLC
By: Walter William
Name: Walter W. Winkel III
Title: Vice President, Secretary and General
Counsel
ASSIGNOR:
DAKOTA SECURITY SYSTEMS INC.
By:
•
Name: James Eric Yunag
Its: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

Title: Vi	Iter W. Winkel III e President, Secretary and General
	A Dress March Danage and Comment
C.	msel
ASSIGN	R:
DAKOT/	SECURITY SYSTEMS INC.

SCHEDULE A

MARKS

Mark	Filing Date	Registration Date	Serial Number;	Country
			Registration Number	
DAKOTA	May 10, 2005	April 25, 2006	78-626,940; 3,085,354	United States
DAKOTA SECURITY SYSTEMS, INC. and Design DAKOTA CUTITY SYSTEMS, INC.	May 10, 2005	Oct. 31, 2006	78-626,883; 3,164,803	United States

\\DE - 708706/008555 - 1016143 v2

RECORDED: 01/06/2016

TRADEMARK REEL: 005703 FRAME: 0580