

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Technology Systems, LLC		05/13/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Source PTI OpCo, LLC		
Street Address:	75 14th Street		
Internal Address:	Suite 2700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30363		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3897516	TASKMASTER	
Serial Number:	85080399	FALCONXT	
Registration Number:	4005023	PTI	
Registration Number:	3897517	STORLOGIX	
Registration Number:	2329554	DIGITECH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4048738624		
Email:	trademarks@agg.com, tucker.barr@agg.com		
Correspondent Name:	J. Tucker Barr		
Address Line 1:	171 17th Street NW		
Address Line 2:	Suite 2100 -- Arnall Golden Gregory LLP		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	33016.4		
NAME OF SUBMITTER:	J. Tucker Barr		

CH \$140.00 3897516

SIGNATURE:	/J. Tucker Barr/
DATE SIGNED:	06/09/2016
Total Attachments: 6 source=3 - Assignment to Source PTI OpCo#page1.tif source=3 - Assignment to Source PTI OpCo#page2.tif source=3 - Assignment to Source PTI OpCo#page3.tif source=3 - Assignment to Source PTI OpCo#page4.tif source=3 - Assignment to Source PTI OpCo#page5.tif source=3 - Assignment to Source PTI OpCo#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into this 13th day of May, 2016, by and between Preferred Technology Systems, LLC, a Delaware limited liability company ("Assignor"), and Source PTI OpCo, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of April 15, 2016, as amended by that certain Amendment to Purchase Agreement dated May 11, 2016 (as amended, the "Purchase Agreement"), pursuant to which Assignor is selling certain of its assets to Assignee;

WHEREAS, Assignor is the owner of the full, exclusive, and entire, right, title and interest in and to the trademarks identified in Schedule 1.1(d) of the Purchase Agreement and listed in Schedule A attached hereto (collectively, the "Marks"), along with goodwill associated with and symbolized by said Marks;

WHEREAS, Assignee is desirous of acquiring Assignor's full, exclusive and entire, right, title and interest in and to said Marks; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to effect the transfer of all of Assignor's right, title, and interest in and to said Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, including that stated in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and sells to Assignee all right, title, and interest as Assignor may possess in and to the Marks together with the goodwill of the businesses in connection with which the Marks are used and which is symbolized by said Marks, and all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured under law, now hereinafter in effect 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 the Assignment had not been made. In addition, Assignor assigns to Assignee all claims to recover for damages and profits for past, present or future infringements or other unauthorized use of the Marks, together with the right to sue for, and to collect, such damages.

2. Further Documentation and Actions. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

4. **Construction.** This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

[Signatures on following page]

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth hereinabove.

Assignor:

Preferred Technology Systems, LLC

Signature: 

Printed Name: Lance Comarick

Title: President

Assignee:

Source PTI OpCo, LLC

Signature: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth hereinabove.

Assignor:

Preferred Technology Systems, LLC

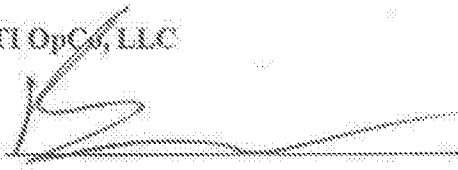
Signature: _____

Printed Name: _____

Title: _____

Assignee:

Source PTI OpCo, LLC

Signature:  _____

Printed Name: Benjamin Emmons

Title: Manager

[Signature page to Trademark Assignment]

8813025

SCHEDULE A

Trademark	Application Date	Goods and Services	Class	Application Number	Registration Number
TASKMASTER	App 08-JUL-2010	INT. CL. 9 INTEGRATED SUITE OF MANAGEMENT AND MARKETING SOFTWARE FOR THE SELF-STORAGE INDUSTRY	9	App 85080379	Reg 3897516
FALCONXT	App 08-JUL-2010	INT. CL. 9 ELECTRONIC ACCESS SYSTEM CONTROLLER; ELECTRONIC ACCESS DEVICES, NAMELY, ELECTRONIC CONTROLS FOR GRANTING ACCESS AND EGRESS THROUGH DOORS OR GATES; ACCESS CONTROL AND DOOR MONITORING SYSTEM	9	App 85080399	
PTI	App 08-JUL-2010	INT. CL. 9 ELECTRICAL ACCESS SYSTEM CONTROLLERS; ACCESS SYSTEM SOFTWARE; REMOTE CONTROLS FOR DOORS OR GATES; ELECTRONIC SECURITY DEVICES, NAMELY, ELECTRONIC CONTROLS FOR GRANTING ACCESS AND EGRESS THROUGH DOORS OR GATES; ELECTRONIC KEYPADS; ACCESS CONTROL AND DOOR	9	App 85080392	Reg 4005023

		MONITORING SYSTEMS			
STORLOGIX	App 08-JUL-2010	INT. CL. 9 FACILITIES MANAGEMENT SOFTWARE FOR CONTROLLING BUILDING ENVIRONMENT, ACCESS DEVICES AND SECURITY SYSTEMS	9	App 85080423	Reg 3897517
DIGITECH	App 28-APR-1999	INT. CL. 9 GATE ACCESS CONTROL APPARATUS FOR SELF-STORAGE FACILITIES	9	App 75693153	Reg 2329554