

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/30/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Numer, Inc.		06/30/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nortek Security & Control LLC		
Street Address:	1950 Camino Vida Roble		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4518096	NUMERA	
CORRESPONDENCE DATA			
Fax Number:	4017519844		
<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:	401-751-1600		
Email:	dawn.valois@nortek.com		
Correspondent Name:	Dawn Valois		
Address Line 1:	Nortek, Inc.		
Address Line 2:	500 Exchange Street		
Address Line 4:	Providence, RHODE ISLAND 02903		
NAME OF SUBMITTER:	Dawn Valois		
SIGNATURE:	/s/ Dawn Valois		
DATE SIGNED:	07/21/2016		
Total Attachments: 8			
source=SHQ-Monet16072110530#page1.tif			
source=SHQ-Monet16072110530#page2.tif			
source=SHQ-Monet16072110530#page3.tif			
source=SHQ-Monet16072110530#page4.tif			

OP \$40.00 4518096

source=SHQ-Monet16072110530#page5.tif

source=SHQ-Monet16072110530#page6.tif

source=SHQ-Monet16072110530#page7.tif

source=SHQ-Monet16072110530#page8.tif

**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective as of June 30, 2015, by and between Numera, Inc., a Delaware corporation (the "Assignor"), and Nortek Security & Control LLC, a California limited liability company.

WITNESSETH:

WHEREAS, the Assignor, the Assignee, and the other parties thereto, have executed and delivered an Asset Purchase Agreement, dated as of June 10, 2015 (the "Purchase Agreement"), pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Acquired Assets (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to all Intellectual Property Assets be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of Assignor's respective right, title and interest in and to any and all Intellectual Property Assets (including, but not limited to, the Intellectual Property set forth on Section 4.09(a) of the Assignor's Disclosure Schedules to the Purchase Agreement (the "IP List")), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee's own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of the Assignee's successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer

all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(b) The Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to the Assignee if appropriate, and will use its best efforts to comply promptly with all other remaining steps necessary to transfer all domain names held by the Assignor or by third parties on Assignor's behalf, including, but not limited to, those domain names set forth on the IP List.

(c) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between the Assignor and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between the Assignor and the Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

NORTEK SECURITY & CONTROL LLC

By: 

Name: Michael O'Neal

Title: President

ASSIGNEE:

NUMERA, INC.

By: _____

Name: Timothy Smokoff

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

NORTEK SECURITY & CONTROL LLC

By: _____

Name: Michael O'Neal

Title: President

ASSIGNEE:

NUMERA, INC.

By: _____

Name: Timothy Smokoff

Title: Chief Executive Officer

ACKNOWLEDGMENTS

STATE OF N.J.)
) SS:
COUNTY OF MORRIS)

Before me a Notary Public in and for said County and State personally appeared Michael O'Neal, President of Nortek Security & Control LLC, who acknowledged the execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and Notarial Seal this 29 day of June, 2015.

My Commission expires:

3/18/2018

Signed:

Printed:

PETER J. THORNTON
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES MARCH 18, 2018

ACKNOWLEDGMENTS

STATE OF Washington)
) SS:
COUNTY OF Pierce)

Before me a Notary Public in and for said County and State personally appeared Timothy Smokoff, Chief Executive Officer of Numera, Inc., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

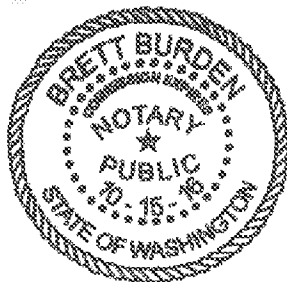
Witness my hand and Notarial Seal this 29 day of June, 2015.

My Commission expires:

10-15-16

Signed: [Signature]

Printed: Brett Burden



- Abbott Laboratories Agreement (which is not an Assigned Contract) grants permission to use Numera trademark in marketing the described "System with Features."
- Settlement and Coexistence Agreement, between Numera, Inc. and Numira Biosciences Inc., dated as of October 4, 2013, regarding the Numera trademark, including use restrictions on the term Numera.
- Argyle Consulting Agreement, Note and Forbearance Agreement. Argyle Design, Inc. has provided design services to Numera for the Libris device. Under the Argyle Consulting Agreement, and IP created thereunder belongs to Argyle until fully paid for. Seller is in arrears in its payments to Argyle Consulting and Argyle has refused to transfer ownership and clear title to any IP created (including design drawings and other documentation) until outstanding invoices are fully paid. Seller entered into the Argyle Note, under which Argyle has declared Numera in default, and the parties entered into a Forbearance Agreement as of April 14, 2015.

4.09 Intellectual Property.

(a)(i)

- US 8,843,101 - Fall Detection System Using a Combination of Accelerometer, Audio Input and Magnetometer
- US 8,811,964 - Single Button Mobile Telephone Using Server-Based Call Routing
- US 7,375,647 – Communicating Data Between a Device and Repository
- US 5,704,366 – Monitoring and Reporting Medical Measurements
- US 6,612,985 – Monitoring and Treating a Patient
- US 8,010,717 – Communication and Collaboration Between a Patient and Healthcare Professional
- 13 439,713 - Multiple-application attachment mechanism for consumer electronic devices
- 13 253,000 - System to reduce acoustic noise based on multiple microphones, accelerometers, and gyro
- 13 237,879 – Cloud-based collaborative mobile emergency call initiation and handling distribution system
- 14 062 688 - Manage, Control and Communicate with Sensors
- US App. No. 13/975,294, filed Aug 24, 2013 and entitled "WEARABLE MOTION SENSING DEVICE"
- PCT patent application filed in 2013 and published as WO 2014062797, entitled "METHODS FOR CONFIGURING BIOMETRIC DEVICES FOR TRANSMITTING HEALTH INFORMATION"
- US D710,230 S – Personal Emergency Response System
- US D710,300 S – Personal Emergency Response Device Charging Base
- US D710,228 S - Personal Emergency Response Device
- US D710,229 S - Personal Emergency Response Device

- Libris TM
- Numera TM
- Everthere TM