

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hubb Systems, LLC		09/01/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Broadcast Microwave Services, Inc.		
Street Address:	12367 Crosthwaite Circle		
City:	Poway		
State/Country:	CALIFORNIA		
Postal Code:	92064		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3465363	DATA911	
Registration Number:	2546009	DATA911	
CORRESPONDENCE DATA			
Fax Number:	6173417729		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal Street, c/o Morgan, Lewis & Bo		
Address Line 2:	c/o Morgan, Lewis & Bo		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	11/07/2016		
Total Attachments: 5			
source=BMS Trademark Assignment Agreement (execution copy)#page1.tif			
source=BMS Trademark Assignment Agreement (execution copy)#page2.tif			
source=BMS Trademark Assignment Agreement (execution copy)#page3.tif			

CH \$65.00 3465363

source=BMS Trademark Assignment Agreement (execution copy)#page4.tif

source=BMS Trademark Assignment Agreement (execution copy)#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of September 1, 2016, is made by Hubb Systems, LLC, a California limited liability company doing business as Data911 ("Seller"), in favor of Broadcast Microwave Services, Inc., a California corporation ("Buyer"), pursuant to that certain Asset Purchase Agreement, dated as of September 1, 2016, by and among Seller, Buyer and Abigail Baker, in her individual capacity and in her capacity as Trustee of the Donald Hubbard Survivors Trust (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

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

1. Assignment. Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the trademarks set forth on Schedule 1 hereto (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks and:

(a) the corresponding trademark registrations and trademark applications and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. 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 advisable or necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, including, without limitation, the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this

Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the parties hereto under the Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and assigns (if any).


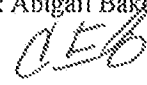
6. Governing Law. This Trademark Assignment shall be construed in accordance with, and governed in all respects by, the internal Laws of the State of California, without giving effect to conflicts of law or choice of law provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

HUBB SYSTEMS, LLC

By: 
Name: Abigail Baker
Title: 

AGREED TO AND ACCEPTED:

BUYER:

BROADCAST MICROWAVE SERVICES, INC.

By: _____
Name: Brian M. Wall
Title: Chairman of the Board

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005916 FRAME: 0563

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

HUBB SYSTEMS, LLC

By: _____

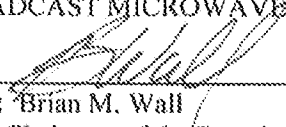
Name: Abigail Baker

Title:

AGREED TO AND ACCEPTED:

BUYER:

BROADCAST MICROWAVE SERVICES, INC.

By:  _____

Name: Brian M. Wall

Title: Chairman of the Board

{Signature Page to Trademark Assignment}

**TRADEMARK
REEL: 005916 FRAME: 0564**

SCHEDULE 1

ASSIGNED TRADEMARKS

1. U.S. Trademark Data911, Registration No. 3465363;
2. U.S. Trademark Data911, Registration No. 2546009;
3. European Trademark Data911, Application No. 009641572;

[Schedule 1 to Trademark Assignment]

RECORDED: 11/07/2016

**TRADEMARK
REEL: 005916 FRAME: 0565**