

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412129

<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>
New Horizon Security Service Inc.		01/11/2017	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOS Security LLC		
<b>Street Address:</b>	1915 Route 46 East, One Security Plaza		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4996985	OFFICERTRAX	
<b>Registration Number:</b>	4178995	NHSS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325763		
<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>	215-569-5763		
<b>Email:</b>	sbockert@blankrome.com		
<b>Correspondent Name:</b>	Shaun J. Bockert		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Shaun J. Bockert		
<b>SIGNATURE:</b>	/Shaun J. Bockert/		
<b>DATE SIGNED:</b>	01/12/2017		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment"), dated as of January 11, 2017 (the "Effective Date"), is entered into by and between New Horizon Security Services Inc., a Virginia corporation ("Assignor") and SOS Security LLC, a Delaware limited liability company (together with its successors and assigns, "Assignee"). Each of the Assignor and Assignee is herein referred to individually as a "Party" and together as the "Parties."

### BACKGROUND

- A. Assignor owns all rights, including Intellectual Property Rights, in the Assigned IP;
- B. Assignor and Assignee are parties to that certain Letter Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which Assignor has agreed to execute and deliver this Assignment; and
- C. Assignor wishes to assign to Assignee all rights, including Intellectual Property Rights, in the Assigned IP, and Assignee wishes to acquire such rights.

### AGREEMENT

Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, including that under the Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

#### 1. Definitions.

1.1. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement.

1.2. "Assigned IP" means all Intellectual Property Rights used in the operation of the Business (as defined in the Agreement), including the Copyrights, Domain Names, Marks, and Software.

1.3. "Intellectual Property Rights" means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not registered or otherwise perfected, including: (a) all patents, patentable inventions and patent applications and all reissues, divisions, divisionals, provisionals, continuations and continuations-in-part, renewals, extensions, reexaminations, utility models, certificates of invention and design patents, registrations and applications thereof, and all documents and filings claiming priority to or serving as a basis for priority thereof, (b) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles and other source or

business identifiers, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof (collectively, "Marks"), as identified on Exhibit A attached hereto, (c) all copyrights, works of authorship, copyrightable works, copyright registrations and applications therefor, and all other rights corresponding thereto (collectively, "Copyrights"), as identified in Exhibit B attached hereto, (d) all software, including all source code, data and related documentation (collectively, "Software"), as identified on Exhibit C attached hereto, (e) all trade secrets and confidential information and proprietary information and rights (whether or not patentable or subject to copyright or trade secret protection), (f) all Internet domain names ("Domain Names"), as identified on Exhibit D attached hereto, (g) any other intellectual property rights of any kind, nature or description, and (h) any copies of tangible embodiments thereof (in whatever form or medium).

## **2. Assignment of Assigned IP.**

2.1. Assignment. Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all of its rights (including all Intellectual Property Rights), good and marketable title, and interest in and to the Assigned IP, together with all goodwill in connection therewith, free and clear of any liens, security interests, encumbrances or claims of others, and Assignor reserves no rights in any of the Assigned IP. Assignor hereby waives all paternity, integrity, moral and other similar rights that it may have now, or in the future, in the works of authorship that are embodied in the Assigned IP.

2.2. Recordation. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Assigned IP and to issue all registrations for the Assigned IP, to be in the name of Assignee, as assignee of the Assigned IP, for the sole use of Assignee in accordance with the terms of this Assignment. Assignor shall promptly execute all documents, papers, forms and authorizations, and, at the expense of Assignee, take such other commercially reasonable actions as are necessary to effectuate the transfer of ownership and control of the Domain Names from the Assignor to the Assignee.

## **3. Further Assurances.**

3.1. No Retained Intellectual Property Rights. Assignor hereby acknowledges that it retains no right to use the Assigned IP and agrees not to challenge the validity of Assignee's ownership of the Assigned IP or undertake any actions inconsistent with Assignee's ownership thereof. Upon each reasonable request by Assignee, Assignor agrees to promptly execute documents, testify and, at the expense of Assignee, take other commercially reasonable actions as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Assigned IP and all rights assigned hereunder, and render all necessary assistance in making application for and obtaining all Intellectual Property Rights related to the Assigned IP in Assignee's name and for its benefit.

3.2. Power of Attorney. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, that Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by that Assignor.

3.3. Assignment of Agreements. Assignor agrees that, upon the reasonable request of Assignee, it shall, at Assignee's expense, take such actions as reasonably necessary to allow Assignee to obtain the benefits of and assume the obligations under any agreement between it and any of its current or former employees or consultants related to its rights in and to the Assigned IP.

#### 4. Miscellaneous.

4.1. No Impact on Terms of Agreement. Notwithstanding any provision to the contrary set forth herein or in the Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Parties) set forth in the Agreement, this Assignment being intended solely to effect the transfer of the Assigned IP strictly in accordance with the terms of the Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail and govern.

4.2. Counterparts. This Assignment may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

**ASSIGNEE:**

SOS SECURITY LLC

Signature: *Kenneth M. Fisher*

Name: *Kenneth M. Fisher*

Title: *President*

**ASSIGNOR:**

NEW HORIZON SECURITY SERVICES INC.

Signature: \_\_\_\_\_

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

ASSIGNEE:

SOS SECURITY LLC


Signature: \_\_\_\_\_

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

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

ASSIGNOR:

NEW HORIZON SECURITY SERVICES INC.

Signature:  \_\_\_\_\_

Name: John Fazio \_\_\_\_\_

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

**EXHIBIT A**

Marks

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant	Lien Information
OfficerTrax	86813898	11/9/2015	4996985	7/12/2016	Registered	New Horizon Security Services, Inc.	N/A
NHSS	85482548	11/29/2011	4178995	7/24/2012	Registered	New Horizon Security Services, Inc.	N/A



**EXHIBIT B**

Copyrights

None

**EXHIBIT C**

Software

OfficerTrax Software

EXHIBIT D

Domain Names

See attached list of domain names. All domain names are hosted with Network Solutions.  
Assignor does not currently have a hosting agreement with Network Solutions.

XX  
XX  
XX

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Domain Name	Host	Assigned No	Phone No	Product	Folder	Life Cycle	Expiration Date	Administrative Contact	Technical Contact	Account Holder
congasecurity.com	Network Solutions	1930436	ADMS Services	Yes	Default	On	2/23/2018	NEW HORIZON SECURITY	NEW HORIZON SECURITY	NEW HORIZON SECURITY
congasecurity.net	Network Solutions	1930436	ADMS Services	Yes	Default	On	9/6/2018	NEW HORIZON SECURITY	NEW HORIZON SECURITY	NEW HORIZON SECURITY
congasecurity.net	Network Solutions	1930436	Web Forwarding	Yes	Default	On	1/27/2019	NEW HORIZON SECURITY	NEW HORIZON SECURITY	NEW HORIZON SECURITY
congasecurity.net	Network Solutions	30756396	Web Forwarding	Yes	Default	On	6/25/2017	NEW HORIZON SECURITY, Inc.	NEW HORIZON SECURITY, Inc.	NEW HORIZON SECURITY, Inc.
congasecurity.net	Network Solutions	30756396	ADMS Services	Yes	Default	On	6/25/2017	NEW HORIZON SECURITY, Inc.	NEW HORIZON SECURITY, Inc.	NEW HORIZON SECURITY, Inc.
newhorizonsecurity.com	Network Solutions	30756396	ADMS Services	Yes	Default	On	2/23/2018	JOHN FRALIER	NEW HORIZON SECURITY, Inc.	NEW HORIZON SECURITY, Inc.
newhorizonsecurity.com	Network Solutions	1930436	ADMS Services	Yes	Default	On	1/28/2019	NEW HORIZON SECURITY	Network Solutions, LLC	NEW HORIZON SECURITY
newhorizonsecurity.com	Network Solutions	1930436	Web Forwarding	Yes	Default	On	6/25/2017	NEW HORIZON SECURITY	NEW HORIZON SECURITY	NEW HORIZON SECURITY
newhorizonsecurity.com	Network Solutions	1930436	Web Forwarding	No	Default	On	6/25/2019	NEW HORIZON SECURITY	NEW HORIZON SECURITY	NEW HORIZON SECURITY
newhorizonsecurity.com	Network Solutions	30756396	Web Forwarding	No	Default	On	6/25/2017	NEW HORIZON SECURITY, Inc.	NEW HORIZON SECURITY, Inc.	NEW HORIZON SECURITY, Inc.
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