

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Critical Alert Systems, LLC		02/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	American Messaging Services, LLC		
Street Address:	1720 Lakepointe Drive		
Internal Address:	Suite 100		
City:	Lewisville		
State/Country:	TEXAS		
Postal Code:	75057		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85499799	KLAXON	
Serial Number:	85499879	KLAXON	
Serial Number:	85499883	KLAXON	
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:	216-583-7210		
Email:	akoenig@ulmer.com		
Correspondent Name:	Alexander Koenig		
Address Line 1:	1660 West 2nd Street		
Address Line 2:	Suite 1100		
Address Line 4:	Cleveland, OHIO 44113-1406		
NAME OF SUBMITTER:	Alexander Koenig		
SIGNATURE:	/s/Alexander Koenig		
DATE SIGNED:	02/01/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is dated as of February 1, 2017.

WHEREAS, Critical Alert Systems, LLC, a Delaware limited liability company (the "Assignor"), has adopted, acquired, used and is using the trademarks listed on Exhibit A attached hereto and made a part hereof (the "Marks"); and

WHEREAS, American Messaging Services, LLC, a Delaware limited liability company ("Assignee"), is desirous of acquiring all right, title and interest in and to said Marks pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Critical Alert Systems, LLC, TTP Licenses, Inc., Teletouch Paging, LP (collectively, "Seller"), and Assignee and AMS Spectrum Holdings, LLC (collectively, "Buyer") (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the Marks, together with the entire business symbolized by the Marks, the goodwill of the business symbolized by the Marks, the right to sue for past, present and future infringement, dilution, misappropriation, violation, or breach thereof, and the right to recover, collect and own any monetary or other damages, and to obtain injunctive relief, as a result thereof.

Assignor further authorizes the Commissioner of Patents and Marks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment.

Assignor further agrees to execute such further documents as may be reasonably required to record Assignee as the owner of the Marks and registrations and applications herein assigned, solely at the cost of Assignee.

Notwithstanding any other term herein, this Assignment is executed and delivered pursuant to the Purchase Agreement, is subject to every representation, warranty, covenant and agreement in the Purchase Agreement, and does not expand or limit any right or obligation of any party under the Purchase Agreement.

This Assignment may be executed and delivered originally, by facsimile or electronic signature and in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

CRITICAL ALERT SYSTEMS, LLC

By: 

Name:

Title:

Ted Meyer
CEO

ASSIGNEE:

AMERICAN MESSAGING SERVICES, LLC

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.


ASSIGNOR:

CRITICAL ALERT SYSTEMS, LLC

By: _____
Name:
Title:

ASSIGNEE:

AMERICAN MESSAGING SERVICES, LLC

By: 
Name: Jeff Chalmers
Title: Senior VP and Chief
Financial Officer

[Signature Page to Trademark Assignment]

Exhibit A

List of Marks

Mark	Registration/Publication or Application Number	Patent/Registration Date
KLAXON 009: Computer hardware and software for wireless communications	85499799	06/04/13
KLAXON 038: Telecommunication services, namely, transmission of wireless communications to and between third parties	85499879	11/20/12
KLAXON 045: Emergency response alarm monitoring services, namely, monitoring of alert devices by a remote monitoring center for the dispatch of emergency public health and security services and notification to third parties	85499883	11/13/12