

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416633

<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>
ARCSOFT, INC.		12/31/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SIMPLISAFE, INC.		
<b>Street Address:</b>	294 WASHINGTON STREET		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4557502	SIMPLICAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173424001		
<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>	6173424000		
<b>Email:</b>	IPDocketing@foley.com,bcorbin@foley.com		
<b>Correspondent Name:</b>	NICOLE GAGE		
<b>Address Line 1:</b>	FOLEY & LARDNER LLP		
<b>Address Line 2:</b>	3000 K STREET N.W., SUITE 600		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	071884-0110		
<b>NAME OF SUBMITTER:</b>	BOBBIE-JEAN CORBIN		
<b>SIGNATURE:</b>	/bobbie-jean corbin/		
<b>DATE SIGNED:</b>	02/17/2017		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made this 31st day of December, 2016, by and between ArcSoft, Inc., a California corporation ("Assignor") and SimpliSafe, Inc., a Delaware corporation ("Assignee"). ArcSoft, Inc. and SimpliSafe, Inc. are together referred to herein as the "Parties."

### RECITALS

A. Assignor is the owner of the registrations for the mark SIMPLICAM as set forth in Exhibit I hereto, together with common law rights in the mark SIMPLICAM for use in connection with digital video cameras and related end-user support services (the "Mark").

B. Pursuant to the terms of the Settlement Agreement entered into and executed by the Parties on December 26, 2016, the Parties have agreed that the Mark shall be assigned by Assignor to Assignee, and Assignor desires to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the Mark together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the Parties agree as follows:

#### 1. Assignment.

Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (i) any and all of Assignor's, and Assignor's affiliates' and other related entities' right, title and interest in and to the Mark and all goodwill of the business symbolized by the Mark; (ii) any and all common law rights, trademark applications, and trademark registrations concerning the Mark and all translations thereof owned by ArcSoft and/or its affiliates and other related entities; (iii) any and all income, royalties, damages, and payments hereafter due or payable to Assignor and/or its related affiliates and other related entities with respect to the Mark, if any, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and (iv) any and all rights to sue for past, present, and future infringements or misappropriations of the Mark.

#### 2. Miscellaneous.

(a) In furtherance of this Agreement, and except as specifically set forth in the December 26, 2016 Settlement Agreement between the Parties, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's and Assignor's affiliates' and other related entities' right, title, and standing to: (i) receive all rights and benefits pertaining to the Mark; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

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(b) ArcSoft represents and warrants that: (a) it has not previously transferred and/or assigned the Mark to any other individual or entity; (b) there are no encumbrances of any kind to its alleged title and interest in the Mark; and (c) it has full power, intention and authority to enter into this Agreement and fulfill its terms.

(c) Assignor hereby covenants and agrees to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances, and instruments as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and secure in Assignee's name the Mark. Assignor hereby further covenants and agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute, Assignee's right, title and/or interest in and to the Mark.

(d) This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective affiliates, other related entities, officers, directors, agents, legal representatives, successors, and assigns.

(e) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard for its conflict of interest laws, and shall be enforceable against the Parties in the courts of Massachusetts.

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

ARCSOFT, INC.

By: 

Name: Carol Lewy

Title: Legal Counsel

ASSIGNEE:

SIMPLISAFE, INC.

By: 

Name: IAN DRUMMOND

Title: CEO

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TRADEMARK

REEL: 005996 FRAME: 0940

**EXHIBIT 1**

Trademark registration No./application No.	Trademark	Application Status	Country for the registration
4557502	SIMPLICAM	Granted	US
013412598	SIMPLICAM	Granted	European Union
1708329	SIMPLICAM	In process	Canada

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