

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guardian Guard Services, Inc.		02/28/2017	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	GA Non-Union Guard Services Purchaser LLC		
Street Address:	c/o Certares Management Limited, 350 Madison Avenue, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87238483	PROTECTED BY GUARDIAN GUARD SERVICES SIN	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1161174-0001		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	03/09/2017		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (together with all Schedules attached hereto, this “Assignment”) is entered into and shall be effective as of February 28, 2017 (the “Effective Date”), by and among GA Non-Union Guard Services Purchaser LLC, a Delaware limited liability company (“Transferee”) and the transferors listed below on the signature pages hereto (each a “Transferor” and, collectively, the “Transferors”). Capitalized terms used but not defined in this Assignment shall have the meanings provided in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Guardian Guard Service of Toledo, Inc., Guardian Alarm Co. of Mich., Inc., Guardian Alarm of Ohio, Inc., Guardian Protective Services, Inc., Guardian Alarm Sales Co., LLC and Guardian Guard Services, Inc. (together, the “Sellers”), the Transferee and certain other parties have entered into that certain Membership Interest and Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, for the sale to and purchase by Transferee of certain assets in the Asset Business (as defined in the Purchase Agreement), including, without limitation, the Purchased Intellectual Property (as defined below);

WHEREAS, pursuant to the Purchase Agreement, each of the Transferors agree to take all actions necessary to consummate the transactions contemplated by the Purchase Agreement, including, without limitation, executing and delivering intellectual property assignments for the Purchased Intellectual Property; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, the Transferors desire to hereby assign and transfer to Transferee, and Transferee desires to hereby accept, all of the Transferors’ entire worldwide rights, title, and interests in and to the Purchased Intellectual Property in accordance with the terms and conditions set forth herein and in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. Purchase Agreement. This Assignment is being executed and delivered pursuant to Section 3.05(b)(x) of the Purchase Agreement and is not intended to in any way supersede, amend, expand, waive, limit, abrogate, reduce, or otherwise modify or affect the rights and obligations of the parties under the Purchase Agreement.

2. Defined Terms.

“Purchased Intellectual Property” means, collectively: (a) all right, title and interest in and to any and all Intellectual Property owned, licensed, used, held for use, or otherwise relating to the General Business and (b) all right, title and interest in and to any and all Intellectual Property owned, licensed, used, held for use, or otherwise exclusively relating to the Guard Business, including, without limitation, all of the following:

- a. all patents and patent applications included in the Guard Business Intellectual Property (as defined in the Purchase Agreement), including those described on Schedule A hereto, and all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith and counterparts thereof (collectively, the "Purchased Patents");
- b. all trademarks, service marks, trade dress, logos, slogans, design rights, and corporate, trade, and business names and other indicia of origin included in the Guard Business Intellectual Property, including those described on Schedule B hereto, and all issuances, extensions and renewals thereof, together with the goodwill of the business arising from, connected with the use of, or symbolized by any of the foregoing (collectively, the "Purchased Marks");
- c. all copyrights included in the Guard Business Intellectual Property, including those described on Schedule C hereto (collectively, the "Purchased Copyrights");
- d. all domain names included in the Guard Business Intellectual Property, including those described on Schedule D hereto, together with the goodwill of the business connected with the foregoing (collectively, the "Purchased Domain Names"); and
- e. any and all other rights of any kind whatsoever of the Transferors accruing under any of the foregoing provided by applicable Law of any jurisdiction throughout the world; any and all royalties, fees, damages, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and 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, without limitation, 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, including the right to settle suits involving claims and demands for royalties owing.

3. Assignment. As of the Effective Date, each Transferor hereby absolutely, irrevocably and unconditionally sells, conveys, transfers, assigns and delivers to the Transferee (on behalf of it and its successors and assigns to have and to hold forever), and the Transferee hereby accepts, free and clear of all Liens, all of such Transferor's entire worldwide rights, title, benefits, privileges and interests in and to all Purchased Intellectual Property, the same to be held and enjoyed by the Transferee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Transferors if this assignment and sale had not been made, as assignee of the Transferors' entire rights, title and interests therein.

4. Recordation and Further Actions. The Transferors hereby authorize the Commissioners for Patents and Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in all other applicable jurisdictions, to record and register this Assignment to the Transferee (and to record and register the Transferee as the beneficial and record owner of the Purchased Patents, Purchased Marks, and Purchased Copyrights, as applicable) upon request by Transferee in accordance with the terms of this Assignment.

5. Purchased Domain Names. In conjunction with this assignment of the Purchased Domain Names, the Transferors shall promptly (and in any event within fifteen (15) business days of the Effective Date) take all actions necessary to formally transfer ownership of the Purchased Domain Names to Transferee in accordance with the applicable domain name transfer procedure (“Transfer Procedure”) and provide authorization to the applicable entity to transfer ownership and title to the Purchased Domain Names to the Transferee. The Transferors agree that they will execute any and all documents that may be necessary to perfect the Transferee’s rights in and to the Purchased Domain Names, including, but not limited to, such documents as are necessary to effect the formal transfer of the Purchased Domain Names and corresponding registries to the Transferee in accordance with the Transfer Procedure.

6. Further Assurances. Following the Effective Date, the Transferors covenant and agree to take all actions and execute and deliver all documents, instruments and papers, which may be or become necessary, proper or convenient, or that are otherwise reasonably requested by the Transferee, or its successors, legal representatives, or assigns, to implement the intentions of this Assignment and to continue, secure, defend, register and otherwise give full effect to and to perfect the rights of the Transferee under this Assignment in and to the Purchased Intellectual Property worldwide, including, without limitation, all documents necessary to register and record in the name of the Transferee the assignment of the Purchased Intellectual Property.

7. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties hereto with respect to the Purchased Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any direct and irresolvable conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by the parties hereto.

8. Successorship. This Assignment shall inure to the benefit of and be binding upon the parties hereto. The covenants of each party hereto contained herein shall survive the execution and delivery of this Assignment.

9. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image.

10. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to the conflicts of law rules thereof.

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TRANSFeree:

GA NON-UNION GUARD SERVICES PURCHASER LLC

By: 

Name: Spencer Marsden

Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement – Non-Union Guard Purchaser]

TRADEMARK
REEL: 006005 FRAME: 0915

TRANSFERORS:

Guardian Guard Services, Inc.

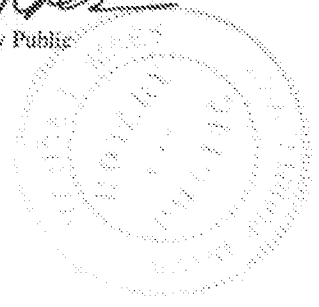
By: [Signature]
Name: Richard Pierce
Title: President

STATE OF Michigan
COUNTY OF Oakland) ss.:

BE IT REMEMBERED, that on this 28th day of February, 2017, before me, the subscriber, a notary public of the State of Michigan, personally appeared Richard Pierce, who being by me duly sworn on his oath, deposed and made proof to my satisfaction that (s)he is the person named in the within instrument, to whom I first made known the contents thereof, and thereupon (s)he acknowledged that (s)he signed, sealed and delivered the same as his/her voluntary act and deed for the uses and purposes therein expressed.

[Signature]
Notary Public

[SEAL]
Marisa L. Maes
Notary Public - State of MI
County of Wayne
My Commission Expires 08/20/20
Acting in the County of Oakland



Guardian Guard Service of Toledo, Inc.

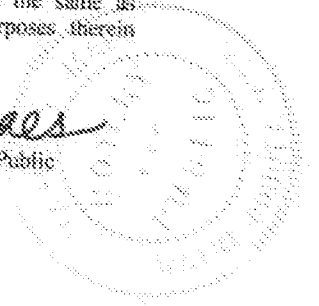
By: [Signature]
Name: Richard Pierce
Title: President

STATE OF Michigan
COUNTY OF Oakland) ss.:

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[Signature]
Notary Public

[SEAL]
Marisa L. Maes
Notary Public - State of MI
County of Wayne
My Commission Expires 08/20/20
Acting in the County of Oakland



{Signature Page to Intellectual Property Assignment Agreement - Non-Union Guard Purchaser}

TRANSFERORS:

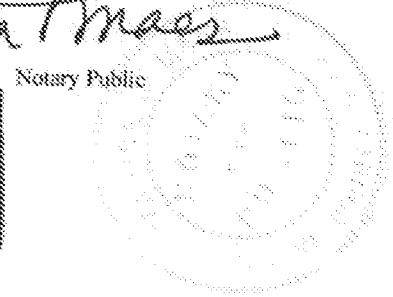
Guardian Security Services
By: [Signature]
Name: Richard Pierce
Title: President

STATE OF Michigan
COUNTY OF Oakland) ss.:

BE IT REMEMBERED, that on this 28th day of February, 2017, before me, the subscriber, a notary public of the State of Michigan, personally appeared Richard Pierce, who being by me duly sworn on his oath, deposed and made proof to my satisfaction that (s)he is the person named in the within instrument, to whom I first made known the contents thereof, and thereupon (s)he acknowledged that (s)he signed, sealed and delivered the same as his/her voluntary act and deed for the uses and purposes therein expressed.

[Signature]

[SEAL]
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Notary Public - State of MI
County of Wayne
My Commission Expires 08/20/20
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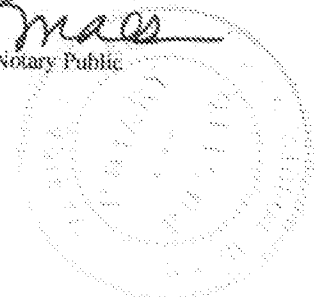
Guardian Alarm of Canada, Ltd.
By: [Signature]
Name: Richard Pierce
Title: President

STATE OF Michigan
COUNTY OF Oakland) ss.:

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[Signature]

[SEAL]
Marisa L. Maes
Notary Public - State of MI
County of Wayne
My Commission Expires 08/20/20
Acting in the County of Oakland



[Signature Page to Intellectual Property Assignment Agreement - Non-Union Guard Purchaser]

SCHEDULE A

Purchased Patents

None.

SCHEDULE B

Purchased Marks

(1) Federal Trademark Registrations and Trademark Applications

Mark	App. No. (App. Date)	Reg. No. (Reg. Date)	Jurisdiction
PROTECTED BY GUARDIAN GUARD SERVICES SINCE 1930 1-800-GUARD- US	87238483 (16-Nov-2016)		USA

(2) State Service Mark and Trade Name Registrations

Mark	Mark Type	Reg. No. (Reg. Date)	Jurisdiction
GAC SECURITY SYSTEMS	Trade Name	RN152164 (25-Jan-2010)	Ohio
GUARDIAN GUARD SERVICES OF OHIO	Trade Name	1910741 (25-Jan-2010)	Ohio
GUARDIAN ARMORED CAR SERVICE	Assumed Name	070716 (9-April-1975)	Michigan
GUARDIAN INVESTIGATION AGENCY	Assumed Name	070716 (20-April-1978)	Michigan

(3) Common Law Marks: All right, title and interest in and to the following marks:
GUARDIAN GUARD SERVICES and GUARDIAN PROTECTIVE SERVICES.

SCHEDULE C

Purchased Copyrights

None.

SCHEDULE D

Purchased Domain Names

Domain Name	Expiration Date
GUARDIANGUARDS.COM	14-Apr-2020
GUARDIANPERSONALSEcurity.COM	28-Jun-2020
GUARDIANPERSONALSEcurityOFCANADA.CA	6-Aug-2020
GUARDIANPERSONALSEcurityOFCANADA.COM	28-Jul-2020
GUARDUS.COM	5-Apr-2020