

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flexible Lifeline Systems, Inc.		03/22/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Flexible Lifeline Systems, Inc.		
Street Address:	100 Stradtman St.		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14206		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3786635	FLEXIBLE LIFELINE SYSTEMS	
Registration Number:	3786634	FLEXIBLE LIFELINE SYSTEMS	
Registration Number:	3773975	FLS WORKS	
Registration Number:	3769812		
CORRESPONDENCE DATA			
Fax Number:	9192868199		
	<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:	919 286-8000		
Email:	adh-ptotmcorrespondence@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	043400.000000		
NAME OF SUBMITTER:	Arlene D. Hanks		
SIGNATURE:	/arlenedhanks/		
DATE SIGNED:	04/05/2017		
Total Attachments: 3			

OP \$115.00 3786635

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment"), effective as of March 22, 2017 ("Effective Date"), is given by FLEXIBLE LIFELINE SYSTEMS, INC., a Texas corporation having a place of business at 14325 West Hardy Road, Houston, Texas 77060 ("Assignor") to FLEXIBLE LIFELINE SYSTEMS INC., a Delaware corporation having a place of business at 100 Stradtman St., Buffalo, New York 14206 ("Assignee").

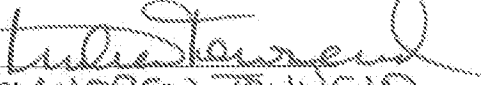
FOR good and valuable consideration and other good and valuable consideration, including for the sum of Ten U.S. Dollars (\$10.00 USD) and the consideration payable to Assignor under that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of even date herewith, by and among Assignor, Assignee, K.I.G. Limited, as parent, and Andrew Townend, and Hugh Armstrong, as stockholders, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys, sets over, and delivers unto Assignee and Assignee's successors and assigns forever, on a worldwide basis: (i) all of Assignor's right, title, and interest in and to the trademarks and service marks listed on Exhibit A, including, without limitation, all applications and registrations therefor (the "Marks"), together with the goodwill of the business connected with, symbolized by and associated with the use thereof and symbolized thereby; (ii) the right to apply for and obtain registrations for the Marks and all rights of renewal and extensions thereof, including, without limitation, all rights under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties related to the Marks; (iii) all common-law rights related to the Marks; and (iv) the right to sue for all past, present, and future infringements, dilutions, and other violations of the Marks and to recover damages and other amounts related thereto. Assignor will cooperate and work with Assignee and will provide and execute any and all additional papers, documents, or instruments necessary to complete the Assignment herein and vest title to and ownership of the Marks in Assignee.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns, forever.

FLEXIBLE LIFELINE SYSTEMS, INC.,
a Texas corporation, as Assignor

By: 
Name: ANDREW TOWNSEND
Title: PRESIDENT
Date: MAR 21, 2017

FLEXIBLE LIFELINE SYSTEMS INC.,
a Delaware corporation, as Assignee

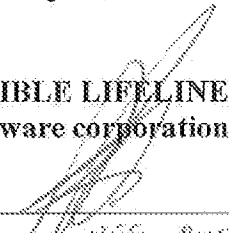
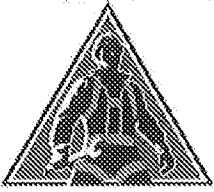
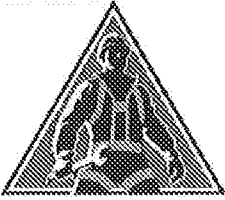
By: 
Name: NEIL RUSSELL
Title: ASSIGNMENT TO ASSIGNEE
Date: 22/3/17

Exhibit A

MARK	COUNTRY	APPL./REG. NO.	REG. DATE	STATUS
FLEXIBLE LIFELINE SYSTEMS	United States	3,786,635	May 11, 2010	Live
FLEXIBLE LIFELINE SYSTEMS	United States	3,786,634	May 11, 2010	Live
FLS WORKS	United States	3,773,975	April 13, 2010	Live
	United States	3,769,812	April 6, 2010	Live
FLS WORKS	United States	3,691,235	October 6, 2009	Cancelled
	United States	3,682,133	September 15, 2009	Cancelled