

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/16/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adrian Johnson		06/17/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wirepath Home Systems, LLC		
Street Address:	1800 CONTINENTAL BLVD, SUITE 300		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87169256	VISUALINT	
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>		
Email:	vmann@paulweiss.com,dewilliams@paulweiss.com,aspoto@paulweiss.com		
Correspondent Name:	Virginia F. Mann		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20859-003		
NAME OF SUBMITTER:	Virginia F. Mann		
SIGNATURE:	/Virginia F. Mann/		
DATE SIGNED:	07/14/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT
(Nunc Pro Tunc)

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of June 17, 2017, is entered into by and between Adrian Johnson, an individual resident of the State of Florida ("Assignor") and Wirepath Home Systems, LLC, a North Carolina limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 16, 2016, (as amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor assigned to Assignee all of Assignor's right, title and interest in and to the trademark registration listed on Schedule A hereto (the "Assigned Trademark"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademark.

NOW THEREFORE, in consideration of the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademark, and all goodwill associated with the Assigned Trademark, nunc pro tunc, effective as of November 16, 2016. The foregoing assignment of the Assigned Trademark includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover any profits, penalties, expenses and other damages arising out of or related to any past, present and/or future infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.

2. Acknowledgment. Assignor hereby acknowledges that since the date of the Asset Purchase Agreement, Assignee is and has been the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademark. The parties hereby acknowledge and affirm that their respective rights in and to the Assigned Trademark are more fully set forth in the Asset Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

3. Further Assurances. Each party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein.

4. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter this Assignment), shall be governed by, and construed in accordance with, the Laws of the State of Florida, without regard to conflict of law principles thereof.

6. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment.

[Signature page follows]

IN WITNESS HEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNEE:

WIREPATH HOME SYSTEMS, LLC

By: 

Name: MICHAEL CARUSO

Title: 01/17/17

ASSIGNOR:

ADRIAN JOHNSON

By: 

Name:

Title: 01/17/17

[Signature Page to the Trademark Assignment Agreement]

TRADEMARK
REEL: 006105 FRAME: 0170

Schedule A

TRADEMARK	OWNER	CLASS	STATUS	APP NO	APP DATE	REG NO	REG DATE	COUNTRY
VISUALINT	Adrian Johnson	9	Registered	87169256	Sep-13-2016	5198877	May-9-2017	US