

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436794

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Redacted Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TNT Security Services, LLC		12/01/2010	Limited Liability Company: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alarm Security Group LLC		
<b>Street Address:</b>	12301 Kiln Court, Unit A		
<b>City:</b>	Beltsville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20705		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3582733	TNT SECURITY SERVICES, LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8552380139		
<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>	561-226-2920		
<b>Email:</b>	fcona@adt.com		
<b>Correspondent Name:</b>	Frank A. Cona		
<b>Address Line 1:</b>	1501 Yamato Road		
<b>Address Line 2:</b>	IP Law Department		
<b>Address Line 4:</b>	Boca Raton, FLORIDA 33431		
<b>NAME OF SUBMITTER:</b>	Frank A. Cona		
<b>SIGNATURE:</b>	/Frank Cona/		
<b>DATE SIGNED:</b>	07/27/2017		
<b>Total Attachments: 12</b>			
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**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (the "*Agreement*") is entered into on this 1<sup>st</sup> day of December, 2010, by and between **ALARM SECURITY GROUP LLC**, a Delaware limited liability company ("*Buyer*"), with a notice address of 12301 Kiln Court, Unit A, Beltsville, MD 20705 and a facsimile number of (301) 210-4839 (Attention: Joseph Nuccio, Chief Executive Officer), on the one hand, and **TNT SECURITY SERVICES, LLC**, an Oklahoma limited liability company ("*Seller*") and each of the Members, all with a notice address of c/o the Horizon Law Firm, 4715 E. 91<sup>st</sup> Street, Second Floor, Tulsa, OK, 74137 and a facsimile number of (918) 398-7900 (Attention: Kathy Burch, Esquire), on the other hand. *Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 1 of this Agreement.*

The Parties, intending to be legally bound, hereby agree as follows:

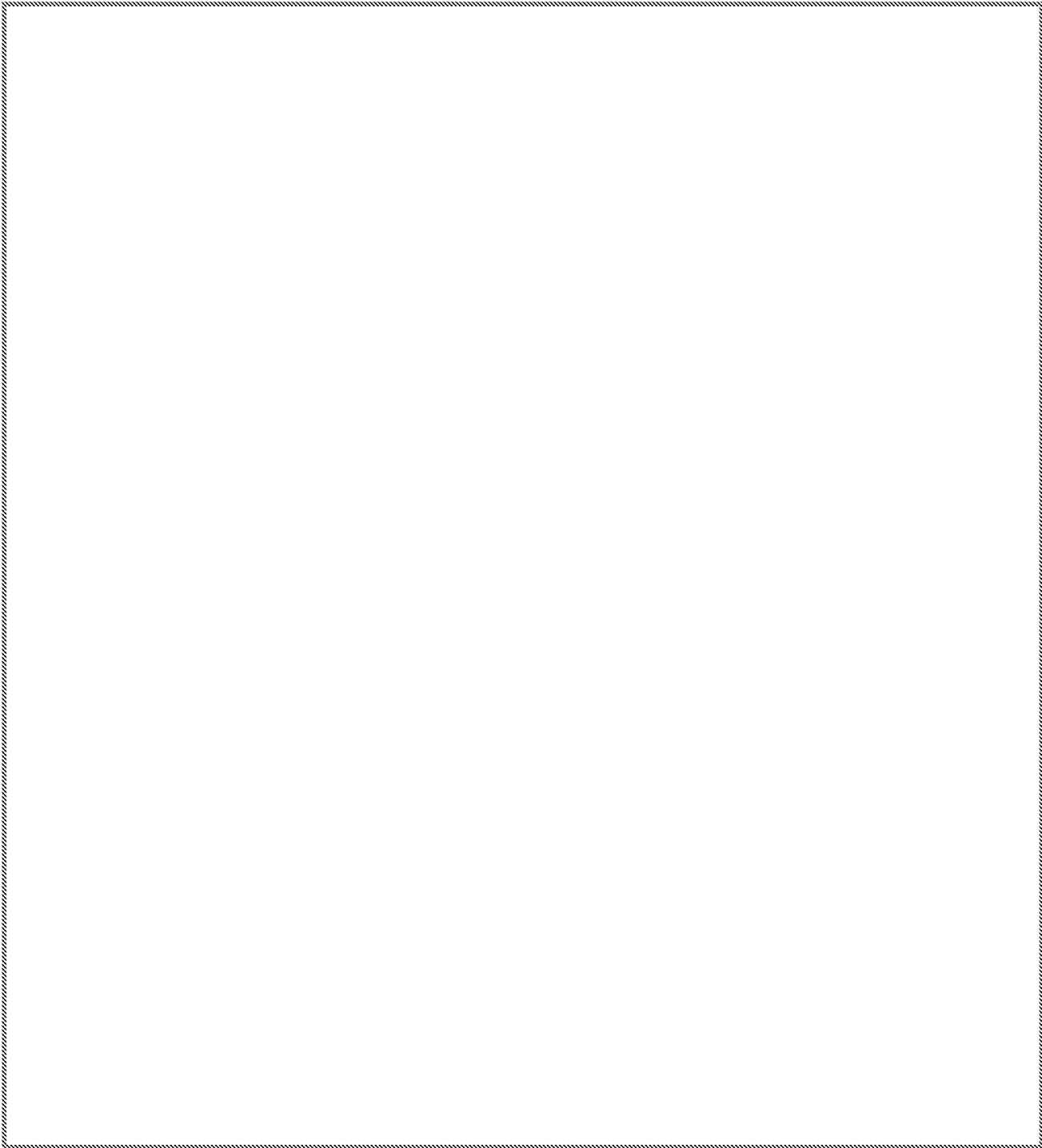
1 Terms and Construction.

1.1 Defined Terms. The following terms in this Agreement shall have the meanings indicated below unless the context otherwise indicates:



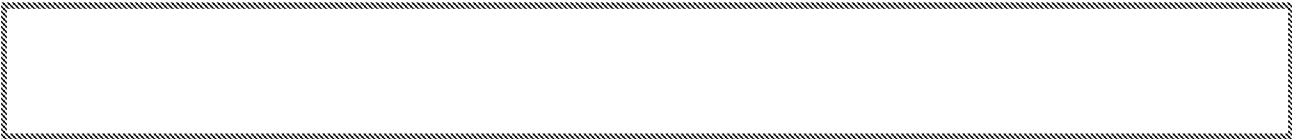
*"Acquired Assets"* mean (i) the Acquired Accounts (including the Customer Contracts, Required Documents and Subscriber Data), all of which are listed as such on the Closing Date Statement attached at Schedule 3.7.1; (ii) all of Seller's right, title and interest in and to, and Seller's right of control over, the Alarm Monitoring Telephone Lines (all of which are listed on Schedule 3.7.6.1) and the Voice Telephone Lines (all of which are listed on Schedule 3.7.12); (iii) the Inventory, all of which is listed on Schedule 3.9; (iv) the Vehicles (all of which are listed on Schedule 3.10); (v) the Equipment (all of which are listed on Schedule 3.11); (v) the Intellectual Property set forth on Schedule 3.12 and (vi) all of Seller's right, title and interest in and to the Assigned Contracts.





*“Closing”* means the closing of the transactions provided for in this Agreement.

*“Closing Date”* means the date on which Buyer and Seller close the transactions contemplated in this Agreement, which shall be the date on which the Parties execute and deliver this Agreement.

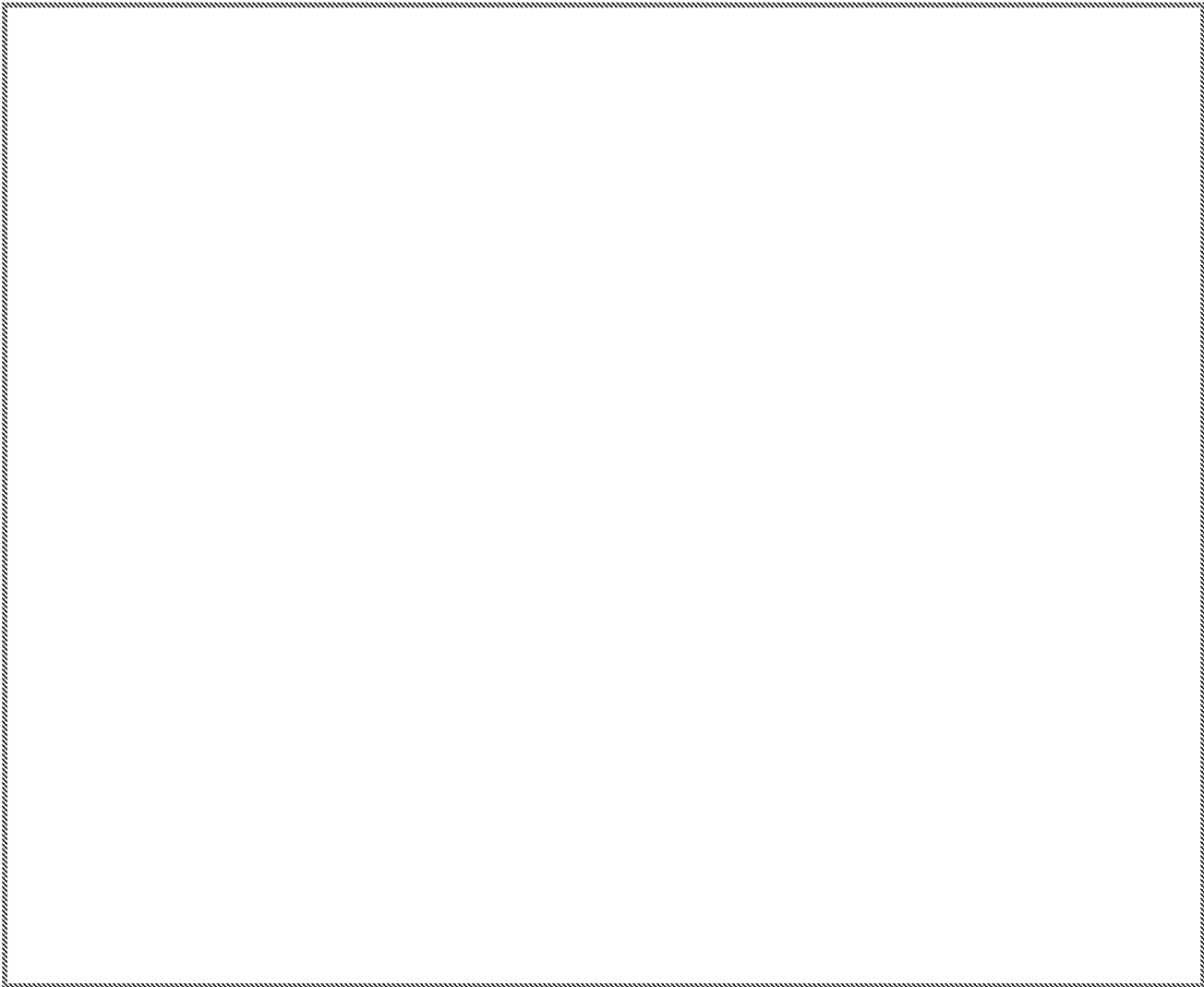




2 Acquisition Transaction.

2.1 Purchase and Sale of Assets. On the Closing Date, subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, assign and deliver to Buyer, all of the Acquired Assets in consideration of the Purchase Price and Buyer's assumption of the Assumed Liabilities. Attached hereto at Schedule 2.1 is a true, correct and complete list of the Assigned Contracts.





2.18 Seller's Company Name. Promptly following the Closing, Seller shall change Seller's company name to something that is not similar to any of the Intellectual Property.

3 Representations, Warranties and Agreements of the Seller Parties. As a material inducement to Buyer to enter into this Agreement and to close hereunder, the Seller Parties, jointly and severally, make the following representations, warranties and agreements to and with, Buyer:

3.1 Organization. Seller is an entity duly organized, validly existing and in good standing under the laws of Oklahoma, which is the jurisdiction of Seller's formation. Seller has all requisite entity power and authority to own or lease the Acquired Assets and to conduct Seller's business. Seller is duly qualified, licensed and in good standing to (i) conduct Seller's business and (ii) perform services or provide goods in connection with the Business in every jurisdiction in which any of Seller's activities require qualification, licensure or good standing as of the Closing Date.

3.2 Authority Relative to This Agreement. Seller has full power and authority to execute and deliver this Agreement and each of the documents necessary to close hereunder, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the documents necessary to close hereunder, have been duly and validly authorized by the Members and no other proceedings on the part of Seller or any of the Members or otherwise are

necessary in connection therewith. This Agreement and the documents necessary to close hereunder will each, when so delivered, be the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

3.3 Compliance with Laws. Seller is in compliance with all Laws, including all Laws relating to the Business and the Acquired Assets, including the Acquired Accounts. No event has occurred or circumstances exists which, with or without notice or lapse of time or both, could constitute or result in a violation by Seller of, or failure on the part of Seller to comply with, any Laws.

3.4 Judgments and Litigation. There is no Proceeding existing or pending against Seller or any of the Acquired Assets nor is Seller or any of the Acquired Assets a party to, or the subject of, or, to the knowledge of the Seller Parties following diligent inquiry, threatened with, any Proceeding. Seller has no liability, contingent or otherwise, with respect to services performed, equipment used or the acts, errors or omissions of its employees or independent contractors. Seller is not contemplating the institution of any Proceeding and, to the knowledge of the Seller Parties following diligent inquiry, there is no state of affairs or circumstances that could result in a Proceeding against Seller or respecting or affecting any of the Acquired Assets or any of the transactions contemplated herein.

3.5 No Conflict. The execution, delivery or performance of this Agreement does not and shall not: (i) conflict with any provision of Seller's articles of formation, operating agreement or any other internal governing document; (ii) result in a breach or violation of any of the terms or provisions of, or constitute (with or without notice or lapse of time or both) a default under, or conflict with, (a) any agreement, indenture, mortgage, lien, lease, note, consent, license, franchise or other instrument of any kind to which Seller or any of the Acquired Assets is subject, or by which any is bound; (b) any judgment, decree, order or award of any arbitrator or any Governmental Authority or (c) any Laws; (iii) result in the creation or imposition of any Encumbrances of any nature whatsoever on or in connection with any of the Acquired Assets; (iv) require the consent of any of the Governmental Authority or any other Person other than any consent that is required to be obtained by Buyer; or (v) cause or permit (with or without the giving of notice or lapse of time, or both) the acceleration of any obligation of Seller or that is secured by any of the Acquired Assets and not terminated or released at Closing.

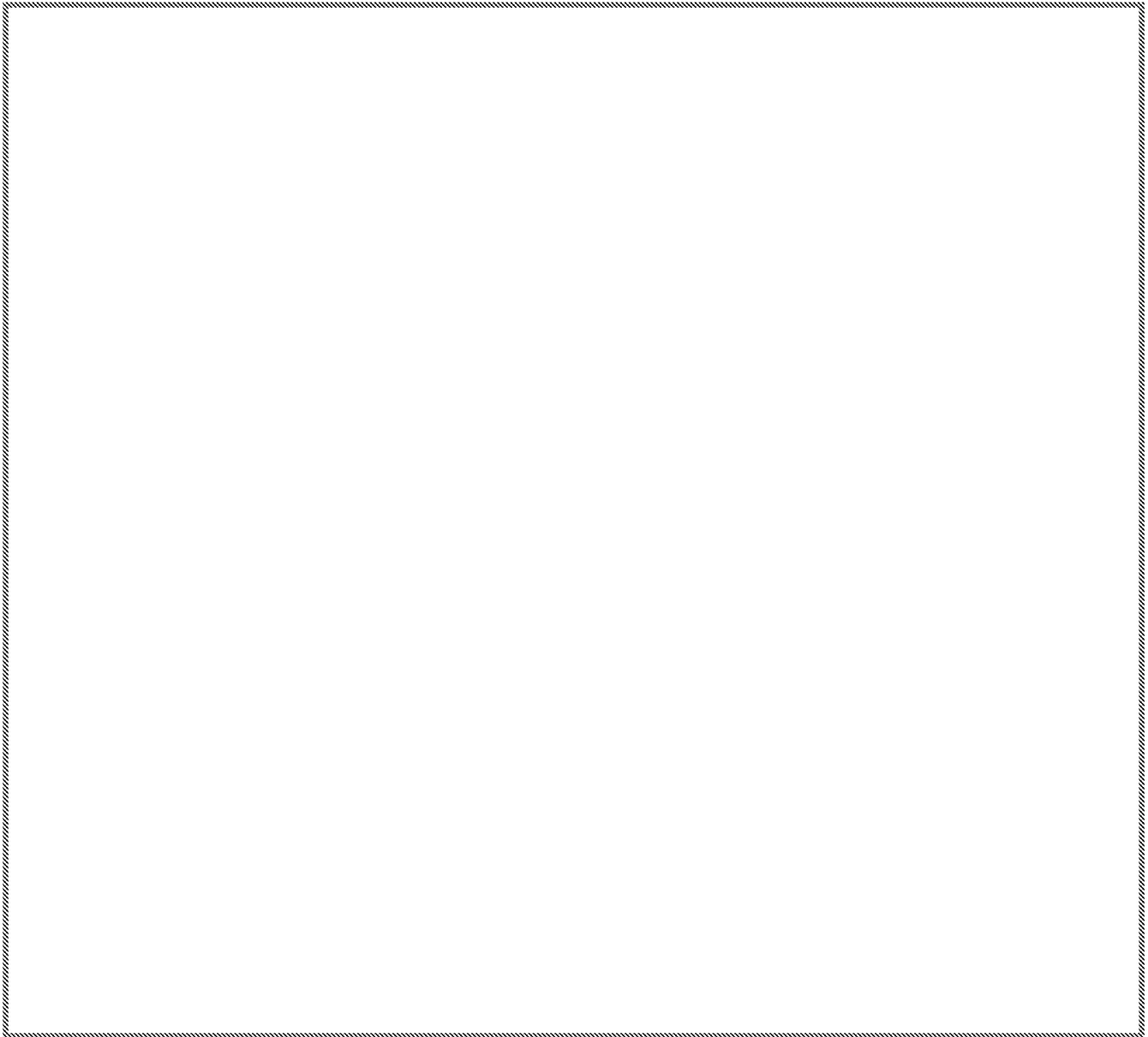
3.6 Title. As of the Closing, Seller owns outright and has good, valid and marketable title to all of the Acquired Assets, free and clear of any Encumbrances. Immediately upon Closing, Buyer shall have good, valid and marketable title in and to the Acquired Assets, free and clear of any Encumbrances other than with respect to those Encumbrances created by Buyer.



3.12 Intellectual Property. All of Seller's Intellectual Property is set forth on Schedule 3.12. Seller (i) is the sole and exclusive owner of the Intellectual Property; and (ii) possesses all rights and licenses required for the use of the Intellectual Property in the conduct of Seller's business (other than Intellectual Property for which any such entity holds a valid license). The Intellectual Property is the only Intellectual Property ever used by Seller in the operation of Seller's business. No claim has been asserted against any of the Seller Parties involving any conflict or claim of conflict of the Intellectual Property or with the Intellectual Property of others or asserting any rights in any such Intellectual Property and to the knowledge of the Seller Parties there is no basis for any such conflict or claim of conflict. Seller has not done business under, and has not been known by, any name other than its current entity name or a tradename disclosed on Schedule 3.12.

3.13 Certification. Any certification signed by or on behalf of Seller or any of the Members and delivered to Buyer shall be deemed to be a representation and warranty to Buyer by each of the Seller Parties as to the statements made therein.





6 Closing.

6.1 Closing Date. The Closing shall take place on the Closing Date.

6.2 Deliveries by Seller at Closing. Seller shall deliver or cause to be delivered to Buyer the following items at the times set forth below:

6.2.1 such instruments of sale, transfer, conveyance and assignment as Buyer may reasonably request to evidence and confirm Seller's sale and transfer to Buyer of the Acquired Assets;

6.2.2 the certificate of the Members, dated as of the Closing Date, certifying minutes of meetings and resolutions of the Members approving this Agreement and the transactions provided for herein;

**EXECUTION VERSION**

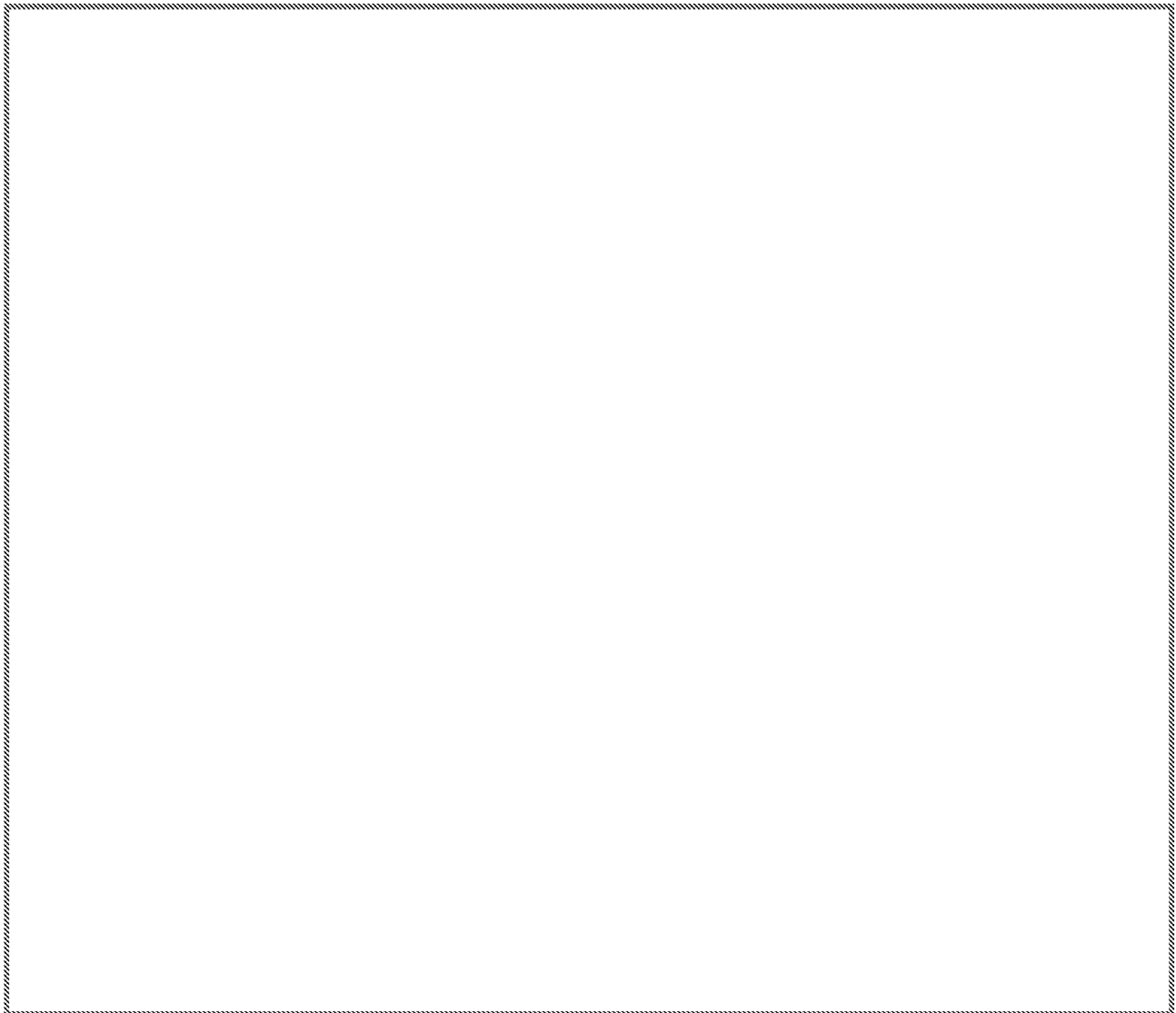
6.2.3 a “good standing” certificate for Seller and all amendments thereto issued by the appropriate agency of Seller’s state of formation dated as of a date within ten (10) days prior to the Closing Date;

6.2.4 certificates from the appropriate Governmental Authority in the State in which each such Governmental Authority (i) directs Buyer to escrow some amount of money for any Taxes for which Seller may be liable (under circumstances acceptable to Buyer in Buyer’s sole discretion); or (ii) certifying to Buyer that Buyer has no liability for any such Taxes; and

6.2.5 any necessary consents to the transactions contemplated by this Agreement;

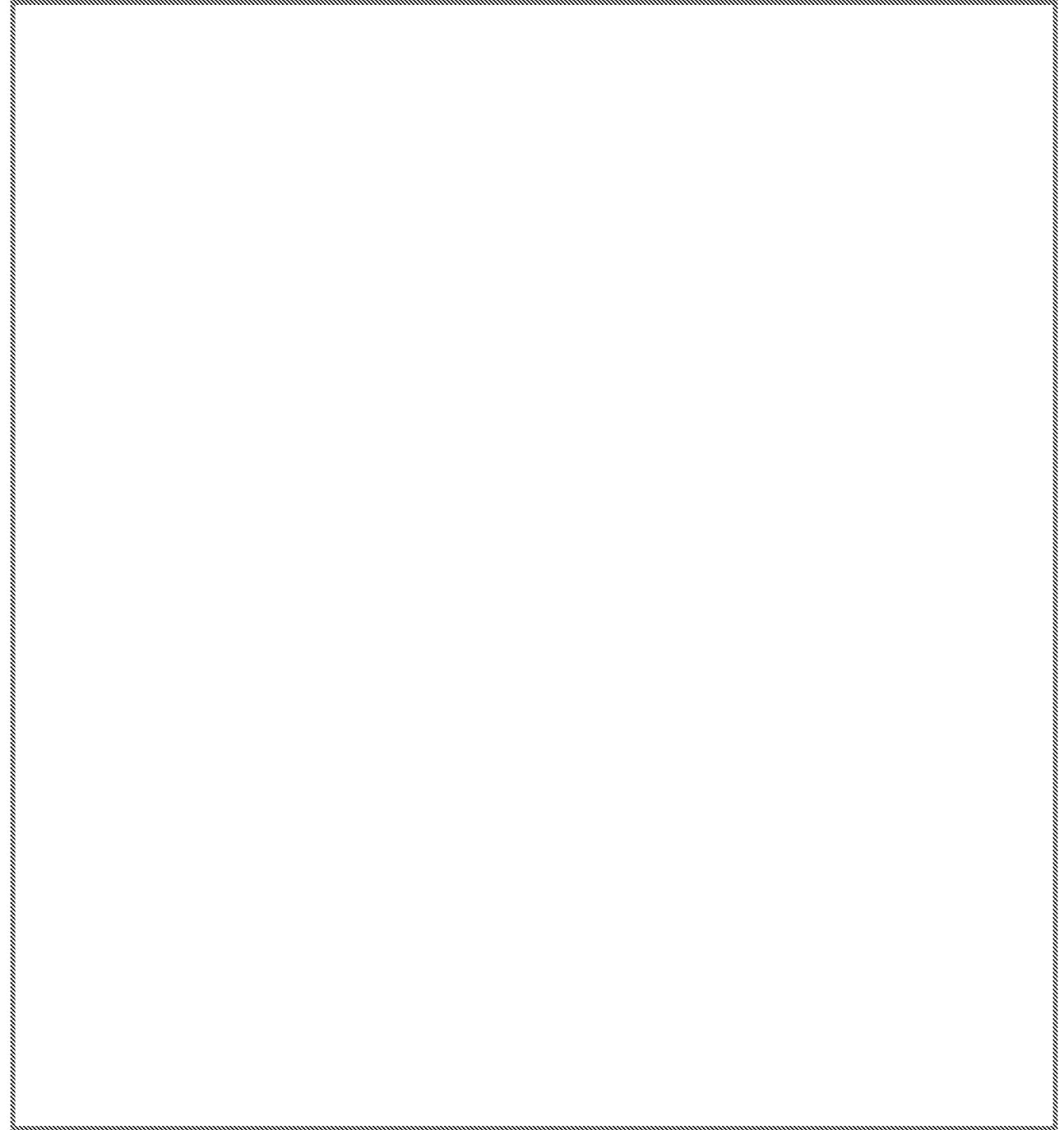
6.2.6 the original of each document referenced in this Agreement, including each Schedule and Exhibit to be attached hereto; and

6.2.7 the Required Documents and all other similar tangible or intangible assets used by Seller in the Business or needed to fully access, utilize and obtain the full benefit of the Acquired Assets.





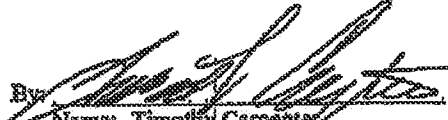
8 Further Assurances; Assistance to Buyer. The Parties agree to execute and deliver all such other instruments and take all such other action as any Party may reasonably request from time to time, after the Closing and without payment of further consideration, in order to effectuate the transactions provided for herein. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.



EXECUTION VERSION

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of the date first above written.

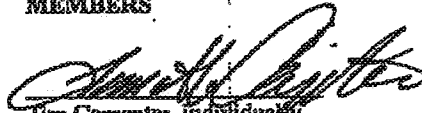
TNT SECURITY, LLC


By:   
Name: Timothy Carpenter  
Title: Member

ALARM SECURITY GROUP LLC

By: \_\_\_\_\_  
Name: Joseph Nuccio  
Title: Chief Executive Officer

MEMBERS

  
Tim Carpenter, individually

  
Tena Zurita, individually

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of the date first above written.

**TnT SECURITY, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ALARM SECURITY GROUP LLC**

By:   
Name: Joseph Nuccio  
Title: Chief Executive Officer

**MEMBERS**

\_\_\_\_\_  
Tim Carpenter, individually

\_\_\_\_\_  
Tena Zurita, individually

Int. Cls.: 37 and 45

Prior U.S. Cls.: 100, 101, 103 and 106

Reg. No. 3,582,733

United States Patent and Trademark Office

Registered Mar. 3, 2009

SERVICE MARK  
PRINCIPAL REGISTER



TNT SECURITY SERVICES LLC (OKLAHOMA  
LIMITED LIABILITY COMPANY)  
4815 SOUTH HARVARD  
TULSA, OK 74135

FOR: INSTALLATION AND REPAIR OF SECUR-  
ITY SYSTEMS, IN CLASS 37 (U.S. CLS. 100, 103 AND  
106).

FIRST USE 5-1-2003; IN COMMERCE 5-1-2003.

FOR: MONITORING SECURITY SERVICES, IN  
CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 5-1-2003; IN COMMERCE 5-1-2003.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "SECURITY SERVICES LLC",  
APART FROM THE MARK AS SHOWN.

THE COLOR(S) YELLOW AND BLACK IS/ARE  
CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF THE COLOR YELLOW  
APPEARING IN THE BACKGROUND OF THE SIGN  
AND THE COLOR BLACK APPEARING IN THE  
TERMS "TNT SECURITY SERVICES, LLC" AND  
THE OUTLINE AROUND THE TERMS.

SER. NO. 77-497,793, FILED 6-12-2008.

SUNG IN, EXAMINING ATTORNEY