

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451944

<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>
ERMC II, L.P.		11/17/2017	Limited Partnership: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SecurAmerica, LLC		
<b>Street Address:</b>	3399 Peachtree Road NE, Suite 1500		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2444526	ERMC MAINTAINING YOUR WORLD	
<b>Registration Number:</b>	2444525	ERMC MAINTAINING YOUR WORLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725135		
<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>	404-572-3493		
<b>Email:</b>	kosborne@kslaw.com		
<b>Correspondent Name:</b>	Karen Osborne, King & Spalding LLP		
<b>Address Line 1:</b>	1180 Peachtree Street, N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	12005.018001		
<b>NAME OF SUBMITTER:</b>	Karen Osborne		
<b>SIGNATURE:</b>	//Karen Osborne//		
<b>DATE SIGNED:</b>	11/22/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT****November 17, 2017**

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement"), dated as of the date first written above (the "Effective Date"), is made and entered into by and between **ERMC II, L.P.**, a Tennessee limited partnership ("Assignor") and **SecurAmerica, LLC**, a Georgia limited liability company ("Assignee"). Each of Assignor and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 17, 2017, pursuant to which Assignee has purchased certain assets owned or held for use by Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, in each case on the terms and subject to the conditions set forth therein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Capitalized Terms. Capitalized terms, unless otherwise defined herein, shall have the respective meanings ascribed to them in the Purchase Agreement.

Section 2. Assignment and Assumption. Assignor does hereby assign, grant, transfer, contribute, deliver and set over to Assignee the full, exclusive and entire right, title, and interest in and to the registered and unregistered common law trademarks and service marks listed on Exhibit A attached hereto, and any applications and registrations therefor, together with all the goodwill of the business of Assignor symbolized by said trademarks, service marks, applications and registrations (the "Marks").

Section 3. Recordings. An executed copy of this Assignment and Assumption Agreement may be filed with the U.S. Copyright Office and the U.S. Patent and Trademark Office by Assignee at any time.

Section 4. Terms of the Purchase Agreement. The Parties acknowledge and agree that 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 extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 5. Further Actions. Each of the Parties covenants and agrees, at its own expense, to execute and deliver, at the request of any other Party, such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

Section 6. Governing Law. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to its rules of conflict of Laws. Any controversy, claim, or question of interpretation in dispute between the Parties arising out of or relating to this Assignment and Assumption Agreement or the breach thereof shall be brought before the Delaware Court of Chancery (or, if such court lacks jurisdiction of the subject matter, the United States District Court for the District of Delaware) and any appellate court thereof. This Assignment and Assumption Agreement may not be amended, modified or supplemented except by written agreement of the Parties.

Section 7. Successors and Assigns. No assignment or transfer by any Party of such Party's rights and obligations under this Assignment and Assumption Agreement will be made except with the prior written consent of the other Parties to this Assignment and Assumption Agreement; provided that Assignee shall, without the obligation to obtain the prior written consent of Assignor, be entitled to assign this Assignment and Assumption Agreement or all or any part of its rights or obligations hereunder to one (1) or more Affiliates of Assignee. This Assignment and Assumption Agreement shall be binding on, and inure to the benefit of, the Parties, their respective successors in interest and their respective assigns.

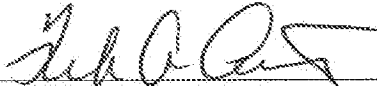
Section 8. Counterparts. This Assignment and Assumption Agreement may be executed in mutual electronically delivered counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute the same Assignment and Assumption Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNEE:**

**SECURAMERICA, LLC, a Georgia limited liability company**

By:   
Name: Frank A. Argenbright, Jr.  
Title: Chairman

**ASSIGNOR:**

**ERMC II, L.P., a Tennessee limited partnership**

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

*[Signature Page to Trademark Assignment and Assumption Agreement]*

**IN WITNESS WHEREOF**, the Parties have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNEE:**

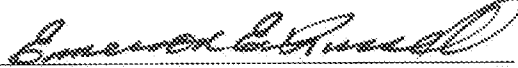
**SECURAMERICA, LLC, a Georgia limited liability company**

By: \_\_\_\_\_  
Name: Frank A. Argenbright, Jr.  
Title: Chairman

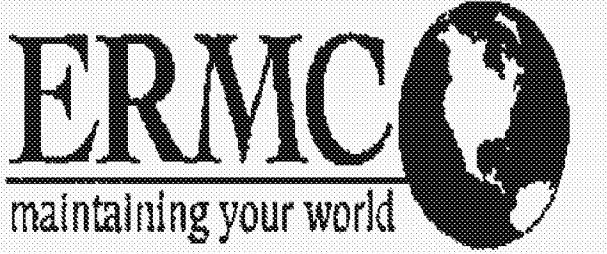
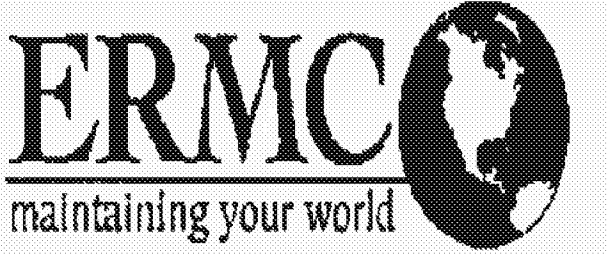
**ASSIGNOR:**

**ERMC II, L.P., a Tennessee limited partnership**

By: Russell Security Co. II, Inc., its general partner

By:   
Emerson E. Russell  
Chief Executive Officer

**Exhibit A**  
**Marks**

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Status
	US	1A	N/A	2444526 / 04/17/2001	LIVE
	US	1A	N/A	2444525 / 04/17/2001	LIVE