

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTC Fire & Security Americas Corporation, Inc.		11/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Seon Design (USA) Corp.		
Street Address:	Unit 111-3B Burbidge Street		
City:	Coquitlam, British Columbia		
State/Country:	CANADA		
Postal Code:	V3K7B2		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2215147	MOBILEVIEW	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Brandon Coyle c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122577.00021 BRC		
NAME OF SUBMITTER:	Brandon R. Coyle		
SIGNATURE:	/brandonrcoyle/		
DATE SIGNED:	01/30/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into as of November 30, 2017 by and between UTC Fire & Security Americas Corporation, Inc., a corporation organized under the laws of Delaware ("Assignor") and Seon Design (USA) Corp., a corporation organized under the laws of Washington ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties".

RECITALS

WHEREAS, Assignor is the owner of the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "APA"), dated as of November 3, 2017, by and between Assignor and Safe Fleet Acquisition Corp. ("Safe Fleet"), a corporation organized under the laws of Delaware ("Safe Fleet"), Assignor agreed to assign, sell, convey and transfer all of Assignor's right, title, and interest in and to the Trademarks to Safe Fleet;

WHEREAS, Safe Fleet has designated Assignee to acquire the Trademarks pursuant to the terms of the APA; and

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desire to purchase, acquire, assume and accept, the Trademarks pursuant to the terms of the APA and this Agreement.

AGREEMENTS

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, its successors, and assigns all of Assignor's right, title, and interest in and to the Trademarks, together with the right to bring an action or proceeding at law or in equity or before any governmental authority for any past, present, or future infringement or violation of any of the Trademarks, and to collect all damages, awards, settlements, and proceeds relating to the Trademarks. Assignor consents to recordation of this Agreement by Assignee with the United States Patent and Trademark Office or successor offices.
2. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to its conflict of laws doctrines that would result in the application of the laws of any other state.
3. Order of Precedence. In the event of a conflict between this Agreement and the APA, the terms of the APA shall take precedence and control.
4. No Modifications. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all Parties hereto.
5. Successors and Assigns. This Agreement shall bind and shall inure to the benefit of the respective Parties and their successors, assigns, and transferees.

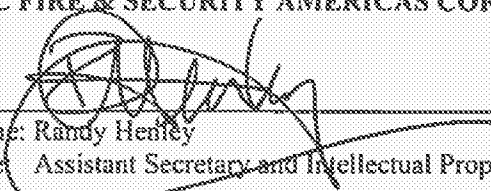
6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ASSIGNOR:

UTC FIRE & SECURITY AMERICAS CORPORATION, INC.

By: 
Name: Randy Hedley
Title: Assistant Secretary and Intellectual Property Counsel

[Assignee's signature on the following page.]

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006261 FRAME: 0088

ASSIGNEE:

SEON DESIGN (USA) CORP.

By: 

Name: John Knox

Title: Authorized Signatory

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006261 FRAME: 0089

SCHEDULE A

Mark	Jurisdiction	Filing Date	Application No.	Registration No.	Registration Date
MOBILEVIEW	U.S.	12/4/1996	75/207,778	2,215,147	12/29/1998
MOBILEVIEW	Canada	11/2/2011	1,550,326	TMA969620	5/1/2017