

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461881

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900432801		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saicom, LLC		12/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kastle Systems LLC		
Street Address:	6402 Arlington Boulevard		
City:	Falls Church		
State/Country:	VIRGINIA		
Postal Code:	22042		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5236159		
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1622		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Duane A. Stewart III		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0096771-000001		
NAME OF SUBMITTER:	Duane A. Stewart III		
SIGNATURE:	/Duane A. Stewart III/		
DATE SIGNED:	02/13/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saicomm, LLC		12/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kastle Systems LLC		
Street Address:	6402 Arlington Boulevard		
City:	Falls Church		
State/Country:	VIRGINIA		
Postal Code:	22042		
Entity Type:	Limited Liability Company: VERMONT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5236159		
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1622		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Duane A. Stewart III		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0096771-000001		
NAME OF SUBMITTER:	Duane A. Stewart III		
SIGNATURE:	/Duane A. Stewart III/		
DATE SIGNED:	12/20/2017		
Total Attachments: 5			
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CH \$40.00 5236159

INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment Agreement") is made as of December 6, 2017 by and between **SAICOMM, LLC**, a Delaware limited liability company (the "Assignor"), and **KASTLE SYSTEMS LLC**, a Virginia limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer to Assignee all right, title and interest in of Assignor in, to, and under certain fictional business names, trade names, trademarks and service marks, logos, Domain Names (defined below) and general intangibles set forth on **Exhibit A** (collectively, the "Intellectual Property"), together with the goodwill connected with the use of and symbolized thereby.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, sells and conveys, to Assignee all of its right, title, and interest in and to the Intellectual Property, and all rights of Assignor associated therewith, including, as applicable, the right of priority, any extension or renewal of any registration or application, the right to sue for present, past, and future infringement, the right to collect and retain any proceeds therefrom, and together with the goodwill of the business symbolized by the Intellectual Property, as successor to the portion of the business to which the Intellectual Property pertains.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Intellectual Property to Assignee, as assignee of Assignor's right, title, and interest therein or otherwise as Assignee may direct and to record and register this Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees to carry out any assignment formalities with any ICANN approved registrar ("Registrar") or any relevant entity and execute any and all papers necessary provided by Assignee to convey any Internet domain name registrations that are Intellectual Property ("Domain Names") to Assignee and transfer the Domain Names with such Registrar or any relevant entity, including without limitation assisting Assignee to cause the registrant of the Domain Names to do all such actions even if the Assignor is not the current registrant of any such Domain Names, all at no cost to Assignor. Assignor agrees to execute and deliver to Assignee such instruments as Assignee provides and deems necessary to vest in Assignee the sole ownership of and all exclusive rights in and to the the Domain Names all at no cost to Assignor. Assignee shall provide all registration information that shall be associated with the registration of the Domain Names (registrant, administrative, technical and billing contacts, and

DNS) and mentioned in the WHOIS database after the realization of the transfer of the Domain Names in accordance with ICANN, Registrar or any relevant entity requirement. Assignor expressly agrees to execute, acknowledge and deliver such documents and to do such further acts as may reasonably be requested by Assignee (including as to any other registrant of such Domain Names) to evidence or effectuate the sale, assignment, transfer, conveyance and delivery of the Domain Names to Assignee all at no cost to Assignor.

4. Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said Intellectual Property, or any reissue or extension thereof obtained or to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and to assist as reasonably necessary for the procurement, maintenance, enforcement, and defense of the Intellectual Property, including execution of such further documents as may be necessary to record this transaction in the United States or any foreign jurisdiction, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

5. Neither the making nor the acceptance of this instrument shall supersede, enlarge, restrict, or otherwise modify the terms of the Purchase Agreement or the obligations of Assignor thereunder. In the event of any conflict between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

6. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

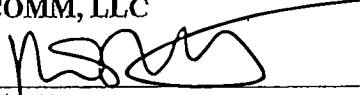
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment Agreement as of the date first written above.

ASSIGNOR:

SAICOMM, LLC

By: _____


Miles Fawcett
Manager

ASSIGNEE:

KASTLE SYSTEMS LLC

By: **KASTLE SYSTEMS INTERNATIONAL
LLC, its sole manager**

By: _____

Mark Ein
President and Co-Chairman

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006265 FRAME: 0933

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment Agreement as of the date first written above.

ASSIGNOR:

SAICOMM, LLC

By: _____
Miles Fawcett
Manager

ASSIGNEE:

KASTLE SYSTEMS LLC

By: **KASTLE SYSTEMS INTERNATIONAL
LLC, its sole manager**


By:  _____
Mark Bin
President and Co-Chairman

EXHIBIT A

Intellectual Property

1. Trademarks

- a) Registered Trademark for Urban Alarm graphic logo element – Registration No. 5236159

2. Domain Names

- a) www.urbanalarm.com
- b) www.urbanalarm.net
- c) www.urbanalarms.com
- d) www.ualarm.us
- e) www.ualarm.net
- f) www.uasoc.net

3. Fictitious Business Names

- a) Urban Alarm

- 4. FCC License – Registration No. 0018451237 with call sign WQKL387 for operation of AES Radio Network