

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COPsync, Inc.		11/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kologik Capital, LLC		
Street Address:	3837 Plaza Tower Dr.		
Internal Address:	Suite C		
City:	Baton Rouge		
State/Country:	LOUISIANA		
Postal Code:	70816		
Entity Type:	Limited Liability Company: LOUISIANA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87022034	BEACON	
Serial Number:	85407682	SECURITYSYNC	
Serial Number:	85837845	SCHOOLS SYNC	
Serial Number:	85522508	VIDEOTAC	
Registration Number:	5283909	COPSYNC	
Registration Number:	4846481	DATAONIX	
Registration Number:	4846480	D	
Registration Number:	5095674	DATAONIX	
Registration Number:	5095673	D	
Registration Number:	4585085	ONE NETWORK CONNECTING LAW ENFORCEMENT	
Registration Number:	4365839	WARRANTSYNC REAL-TIME WARRANT CLEARING	
Registration Number:	4389257	VIDTAC POWERED BY PATROL	
Registration Number:	4530082	BANKSYNC	
Registration Number:	4259136	VIDTAC	
Registration Number:	4463112	WARRANTSYNC	
Registration Number:	4498427	ONE NETWORK CONNECTING ALL VENDORS	
Registration Number:	4436803	DATAONIX	

OP \$440.00 87022034

CORRESPONDENCE DATA**Fax Number:** 6784068812*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.***Phone:** 404-577-6000**Email:** tdavis@bdbc.com, bjanke@bakerdonelson.com**Correspondent Name:** Atlanta Baker Donelson Intellectual Prop**Address Line 1:** 3414 PEACHTREE ROAD**Address Line 2:** SUITE 1600**Address Line 4:** ATLANTA, GEORGIA 30326

NAME OF SUBMITTER:	Tami davis
SIGNATURE:	/tami davis/
DATE SIGNED:	03/27/2018

Total Attachments: 4

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TRADEMARK AND GOODWILL ASSIGNMENT AGREEMENT

This Trademark and Goodwill Assignment Agreement ("Agreement") is made and entered into as of November 22, 2017 (the "Effective Date") by and between Kologik Capital, LLC, a Louisiana limited liability company ("Buyer"), and COPsync, Inc., a Delaware corporation and Chapter 11 Debtor in Possession, Case No. 17-12625, United States Bankruptcy Court, Eastern District of Louisiana ("Seller"). The Seller and the Buyer are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement dated September 29, 2017 between the Seller and the Buyer, as amended, modified or supplemented from time to time (the "Purchase Agreement"), and as approved by the United States Bankruptcy Court for the Eastern District of Louisiana ("Bankruptcy Court"), Case No. 17-12625 ("Bankruptcy Case"), via order dated November 22, 2017 ("Sale and Assumption Order," [R. Doc. No. 125]), the Seller has agreed to sell to the Buyer those Purchased Assets defined in the Purchase Agreement free and clear of all liens and encumbrances, all as more fully stated in the Sale and Assumption Order, which includes, *inter alia*, all of the Seller's patents, trademarks, and other intellectual property and all accessions, additions, replacements, and substitutions thereto, including all tradenames, trademarks, service marks (whether registered, applied for, or used under common law), including the Goodwill, and all rights and proceeds associated therewith, all as more fully described in Exhibit "A" hereto (the "Trademarks"); and

WHEREAS, the Seller is the sole and rightful owner of the Trademarks; and

WHEREAS, the Buyer desires to purchase or acquire the Seller's right, title, and interest in and to the Trademarks; and

WHEREAS, pursuant to the Purchase Agreement, the Buyer has agreed to purchase the Trademarks from the Seller, and the Seller has agreed to assign the Trademarks of the Buyer; and

WHEREAS, pursuant to that certain Bill of Sale and Assignment and Assumption Agreement dated November 22, 2017 between the Seller and the Buyer, the Seller did grant, bargain, sell, assign, transfer, and conveyed unto Buyer, its successors and assigns, all of its legal and beneficial right, title, and interest in and to the Purchased Assets as defined in the Purchase Agreement, including the Trademarks; and

WHEREAS, the Parties hereto wish to enter into this Agreement for the purpose of causing the transfer of ownership and assignment of the Trademarks from the Seller to the Buyer.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and

adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1 Assignment and Sale. Effective as of the Effective Date, the Seller does hereby sell, assign, transfer and set over to Buyer all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Seller's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer and conveyance not been made.

The Seller authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Buyer as recipient of Seller's entire right, title and interest therein.

Seller further agrees to upon the reasonable request and at the expense of Buyer: (a) cooperate with Buyer in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Buyer lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

Section 2 Further Assurances. Subject to the terms and conditions of the Purchase Agreement, each of the Parties will use their best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to consummate and make effective the transfer of the Trademarks hereunder, including without limitation the filing of assignments with the United States Patent and Trademark Office and other applicable federal or state governmental agencies, or the taking of other actions necessary or advisable, to transfer all registered Trademarks to Buyer's name, including without limitation those set forth in any exhibit or schedule hereto. From time to time after the date hereof, Seller will execute and deliver such instruments and documents to Buyer as Buyer may reasonably request in order to more effectively vest in Buyer good title to the Trademarks.

Section 3 Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana without regard to its principles of conflicts of laws.

Section 4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures on this Agreement shall be as effective as original signatures on this Agreement.

Section 5 Amendments. This Agreement may not be amended without the express written consent of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Trademark and Goodwill Assignment to be executed and delivered and to be effective as of the Effective Date.

BUYER:

Kologik Capital, LLC

By: 

Name: Matthew Teague

Title: Manager

SELLER:

COPsync, Inc.

By: 

Name: Clint Mock

Title: Authorized Agent

EXHIBIT A

Federal Trademarks:

Serial Number	Reg. Number	Word Mark
87/130,006	5,283,909	COPSYNC
87/022,034		BEACON
85/983,834	4,846,481	DATAONIX
85/983,833	4,846,480	D
85/837,840	5,095,674	DATAONIX
85/837,837	5,095,673	D
85/734,007	4,585,085	ONE NETWORK CONNECTING LAW ENFORCEMENT
85/634,861	4,365,839	WARRANTSYNC REAL-TIME WARRANT CLEARING
85/634,070	4,389,257	VIDTAC POWERED BY PATROL
85/548,297	4,530,082	BANKSYNC
85/522,492	4,259,136	VIDTAC
85/407,673	4,463,112	WARRANTSYNC
85/248,843	4,498,427	ONE NETWORK CONNECTING ALL VENDORS
85/017,638	4,436,803	DATAONIX
85/407,682		SECURITYSYNC
85/837,845		SCHOOLSYNC
85/522,508		VIDEOTAC

State Trademarks:

Serial Number	Reg. Number	Word Mark
79-601378	TX 802106829	COPSYNC 911

Foreign Trademarks

Serial Number	Reg. Number	Word Mark
009448523 (European Union)	009448523 (European Union)	DATAonix