

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prism Alliance Group Inc.		05/30/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Securlinx Corporation		
Street Address:	39555 Orchard Hill Place		
Internal Address:	Suite 600		
City:	Novi		
State/Country:	MICHIGAN		
Postal Code:	48375		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86656429	THINAIR	
CORRESPONDENCE DATA			
Fax Number:	7347944712		
<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:	7347944757		
Email:	theed@heedlawgroup.com		
Correspondent Name:	Thomas P Heed		
Address Line 1:	2723 S. State St., Suite 150		
Address Line 2:	Heed Law Group PLLC		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Thomas P. Heed		
SIGNATURE:	/Thomas P Heed 55255/		
DATE SIGNED:	06/12/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "TM Assignment") is made and entered into on May 29, 2018 by and between Prism Alliance Group Inc, a Michigan corporation with its principal place of business at 39555 Orchard Hill Place, Suite 600, Novi, MI 48375 ("**Assignor**"); and Securlix Corporation, a Delaware corporation with its principal place of business at 39555 Orchard Hill Place, Suite 600, Novi, MI 48375 ("**Assignee**"). The Assignee is the owner and sole shareholder of the Assignor. The Assignee and Assignor are referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Assignor is the sole and exclusive owner of the following registered U.S. Trademark ("MARK"):

THINAIR

SERIAL. NO. 86656429

WHEREAS, Assignor is a wholly-owned subsidiary of the Assignee;

WHEREAS, Assignor is the owner of the MARK;

WHEREAS, Assignor wishes to assign Assignee the MARK;

WHEREAS, Assignee is desirous of acquiring the MARK from Assignor; and

WHEREAS, Assignor wishes to herein memorialize said assignment and transfer of the MARK to Assignee.

NOW, THEREFORE, for good and valuable consideration, the existence and sufficiency of which shall not be contested by the Assignor, and in consideration of the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. **Assignment.**

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the sufficiency and existence of which shall not be contested by the Assignor, the Assignor has assigned and transferred, and by these presents does assign and transfer unto the Assignee, all right, title and interest in and to the MARK in any jurisdiction throughout the world.

AND, the Assignor hereby requests the United States Commissioner of Patents and Trademarks ("**Commissioner**"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the MARK to record this TM Assignment. The Assignor hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the MARK or derived therefrom to Assignee as assignee of the entire interest.

AND, the Assignor hereby understands and hereby agrees that, to the extent permitted by law, all copyrights included in such Trademark shall be deemed a "work made for hire" of Assignee within the meaning of that term under United States Copyright Act, 17 U.S.C. §§ 101 et seq., as amended or superseded. Assignor hereby irrevocably and unconditionally assigns and transfers to Assignee any and all rights, title and interest Assignor may have or may acquire in and to the Assignor MARK (including any copyrights included in such Trademark not deemed, for whatever reason, to have been created as a work made for hire), in any and all media, languages, territories and jurisdictions throughout the world, now known or hereafter devised. The foregoing assignment shall be effective in respect of each item of Trademark as of the date of its creation or acquisition.

AND, the Assignor hereby warrants and covenants that he has full right to convey the entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreement inconsistent herewith.

AND, the Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Assignee, the Assignor will, at Assignee's expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, any or all of the MARK, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

AND, the Assignor hereby constitutes and appoints the Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of the Assignor but on behalf of and for the benefit of the Assignee and its successors and assigns, any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the names of the Assignor or otherwise, for the benefit of the Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the MARK, and to do all acts and things in relation to such assets which the Assignee or its successors or assigns reasonably deem desirable.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor has executed this TM Assignment as of the date first written above.

ASSIGNOR: PRISM ALLIANCE GROUP INC.

By:  _____

Name: Jim Axle

Its: President

Date: May 30, 2018