

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paul Sargenti		11/01/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Security Alarm Financing Enterprises, L.P.		
Street Address:	2400 Camino Ramon		
Internal Address:	Suite 200		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	Limited Partnership: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2852346	SAFE FINANCIAL	
Registration Number:	2757962	SECURITY ALARM FINANCING ENTERPRISES	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	3122072865		
Email:	mbenson@reedsmith.com		
Correspondent Name:	Ross Williams		
Address Line 1:	Reed Smith LLP		
Address Line 2:	10 South Wacker Drive, 40th Floor		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	364366.70002		
NAME OF SUBMITTER:	Ross Williams		
SIGNATURE:	/Ross Williams/		
DATE SIGNED:	11/14/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AND WAIVER AGREEMENT

This TRADEMARK ASSIGNMENT AND WAIVER AGREEMENT (this "Agreement"), is entered into and made effective as of November 1, 2018, by and between Paul Sargenti, an individual residing in California ("Assignor"), and Security Alarm Financing Enterprises, L.P., a California limited partnership ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and Assignee are listed as joint owners of the SAFE FINANCIAL trademark registration, registered under U.S. Registration No. 2,852,346, and the SECURITY ALARM FINANCING ENTERPRISES trademark registration, registered under U.S. Registration No. 2,757,962 (collectively, the "Trademarks")

WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to transfer to Assignee, any and all rights, title and interests that Assignor may have in and to the Trademarks.

NOW THEREFORE, for Ten US Dollars (\$10.00 USD), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Ownership and Assignment of Trademarks.** Assignor hereby irrevocably and to the extent not already owned by Assignee, unconditionally conveys, transfers, and assigns to Assignee: (a) all of Assignor's rights, title and interests in and to the Trademarks, including all rights under common law, together with the goodwill connected with the use thereof and symbolized thereby; (b) any all royalties, fees, income payments, and other proceeds now or hereafter due or payable with respect to the Trademarks; and (c) any and all claims and causes of action with respect to Trademarks, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor further understands and agrees that the Trademarks are and shall remain the sole and exclusive property of Assignee.

2. **Cooperation and Assistance.** Assignor will, at Assignee's request, including after the date of this Agreement: (a) cooperate with and assist Assignee in perfecting, maintaining, protecting and enforcing Assignee's rights in the Trademarks; and (b) execute and deliver to Assignee any documents deemed necessary or appropriate by Assignee in its discretion to perfect, maintain, protect or enforce Assignee's rights in the Trademarks.

3. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

4. **No Benefit to Others.** This Agreement is for the sole benefit of the Parties and their respective heirs, executors, legal representatives, successors and permitted assigns.

5. **Entire Agreement; Amendments.** This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof. Any prior agreements or understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. This Agreement may not be amended or modified except by a written instrument duly executed by each of the Parties hereto.

6. **Section Headings.** All section headings are for convenience only and shall in no way modify or restrict any of the terms or provisions hereof.

7. **Counterparts.** This Agreement may be executed by facsimile, e-mail or other electronic means and in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. This Agreement shall become binding only when each Party hereto has executed and delivered to the other Party one or more counterparts.

[SIGNATURE PAGE FOLLOWS]

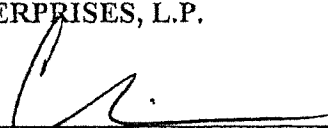
IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment and Waiver Agreement as of the date first set forth above.

ASSIGNOR:

Paul Sargenti

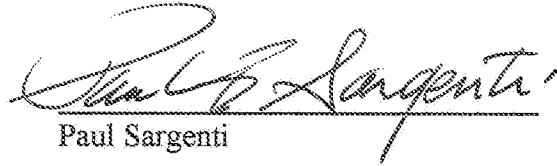
ASSIGNEE:

**SECURITY ALARM FINANCING
ENTERPRISES, L.P.**

By: 
Name: Cory Mims
Title: Authorized Representative

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment and Waiver Agreement as of the date first set forth above.

ASSIGNOR:


Paul Sargenti

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AND WAIVER AGREEMENT

RECORDED: 11/14/2018

TRADEMARK
REEL: 006481 FRAME: 0507