

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521979

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rapid Notify, Inc.		08/11/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rave Wireless, Inc.		
<b>Street Address:</b>	492 Old Connecticut Path		
<b>City:</b>	Framingham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01701		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5222435	RAPID NOTIFY	
<b>Registration Number:</b>	5222573	RN RAPIDNOTIFY EMERGENCY NOTIFICATION WI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	3128623837		
<b>Email:</b>	raza.siddiqui@kirkland.com		
<b>Correspondent Name:</b>	Raza Siddiqui		
<b>Address Line 1:</b>	300 N. Lasalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	36041-52		
<b>NAME OF SUBMITTER:</b>	Raza Siddiqui		
<b>SIGNATURE:</b>	/razasiddiqui/		
<b>DATE SIGNED:</b>	05/03/2019		
<b>Total Attachments: 8</b>			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into on August 11, 2017, and is made by Rapid Notify, Inc. a Delaware corporation (the "Assignor"), in favor of Rave Wireless, Inc., a Delaware corporation (the "Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Buyer, the Seller, and Genutec Business Solutions, Inc., a Delaware corporation and sole shareholder of Assignor (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Assets, including, but not limited to, the trademarks and trade names on Schedule A attached hereto ("Trademarks"), the copyrights on Schedule B attached hereto ("Copyrights"), the patents on Schedule C attached hereto ("Patents"), and the domain names on Schedule D attached hereto (the "Domain Names" and collectively with the Trademarks, the Copyrights and the Patents, the "Intellectual Property Assets");

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the assignment of said rights in Copyrights be made of record in the United States Copyright Office, and the applicable state trademark, patent and copyright offices (where applicable), all foreign trademark, patent and copyright offices and any other appropriate governmental or administrative offices as the case may be;

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assign all of the Assignor's right, title and interest in and to all of the Assignor's Trademarks, Copyrights, Patents, Domain Names, and other Seller Proprietary Rights, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Patents, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Patents, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Copyrights, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Copyrights, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising

out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(d) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws doctrines.

4. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of the Assignor.

5. Maintenance. The Assignor agrees that it has and shall instruct their attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

*[Signatures on the following pages.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above:

**ASSIGNOR:**

**RAPID NOTIFY, INC.**

DocuSigned by:  
By   
Name: Scott Hartman  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above:


**ASSIGNEE:**

**RAVE WIRELESS, INC.**

DocuSigned by:  
By: *Taylor Beaupain*  
Name: Taylor Beaupain  
Title: Vice President

**SCHEDULE A**

Trademarks

MARK	JURISDICTION	SERIAL NO. / REGISTRATION NO.	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
"RAPID NOTIFY"	United States Patent and Trademark Office	87224542/ 5222435	11/3/2016 6/13/2017	Rapid Notify Inc.	Live
 The logo for RAPIDNotify, featuring a stylized 'RN' icon to the left of the word 'RAPIDNotify' in a bold, sans-serif font. Below 'RAPIDNotify' is the tagline 'Emergency Notifications Without Sound' in a smaller font.	United States Patent and Trademark Office	87226127/ 5222573	11/4/2016 6/13/2017	Rapid Notify Inc.	Live

**SCHEDULE B**

Copyrights

None.



**SCHEDULE C**

Patents

None.

**SCHEDULE D**

Domain Names

<i>Domain</i>	<i>Registrant</i>	<i>Registrar</i>	<i>Expiration Date</i>
aen-usa.com	Rapid Notify	Domain.com, LLC	September 6, 2017
aensystems.com	Rapid Notify	Domain.com, LLC	April 6, 2018
aensystems.net	Rapid Notify	Domain.com, LLC	April 6, 2018
aensystems.org	Rapid Notify	Domain.com, LLC	April 6, 2018
aenusa.com	Rapid Notify	Domain.com, LLC	December 19, 2017
aenusa.net	Rapid Notify	Domain.com, LLC	December 19, 2017
aenusa.org	Rapid Notify	Domain.com, LLC	December 19, 2017
myemergencynotification.com	Rapid Notify	Domain.com, LLC	August 26, 2017
mymassnotification.com	Rapid Notify	Domain.com, LLC	August 26, 2017
myrapidnotify.com	Rapid Notify, Inc.	Domain.com, LLC	August 26, 2017
rapid-notify.com	DomainsByProxy.com, LLC	GoDaddy.com, LLC	June 30, 2018
rapidnotify.com	Rapid Notify	Domain.com, LLC	July 21, 2018
rapidnotifydl.com	Rapid Notify	Domain.com, LLC	May 8, 2018
studentnotify.com	Rapid Notify	Domain.com, LLC	December 2, 2017
studentnotify.net	Rapid Notify	Domain.com, LLC	December 2, 2017
studentnotify.org	Rapid Notify	Domain.com, LLC	December 2, 2017

TRADEMARK

REEL: 006636 FRAME: 0593

RECORDED: 05/03/2019