

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Infrasafe, LLC	FORMERLY Advantor Systems, LLC	01/01/2015	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Advantor Systems, LLC
Street Address:	12612 Challenger Parkway, Suite 300
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32826
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1933572	ADVANTOR
Registration Number:	1993448	
Registration Number:	1993450	
Registration Number:	1993451	
Registration Number:	1993452	
Registration Number:	2679574	INFRASAFE
Registration Number:	2762208	IVISITOR
Registration Number:	2907400	IBADGE
Registration Number:	3277101	INFRAGUARD
Registration Number:	3739699	ADVANTOR
Registration Number:	4024092	IMONITOR
Registration Number:	4444183	INFRATOUGH
Serial Number:	85914897	IWAITING ROOM
Serial Number:	86055856	ISITEACCESS

CORRESPONDENCE DATA

Fax Number: 3129939767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128767700
Email: thomas.buettner@lw.com
Correspondent Name: Thomas J. Buettner
Address Line 1: Latham & Watkins LLP
Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 060169-0000

NAME OF SUBMITTER: Thomas J. Buettner

SIGNATURE: /tjb/

DATE SIGNED: 07/02/2019

Total Attachments: 13

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**NUNC PRO TUNC
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), is made effective as of the 1st day of January 2015, (“**Effective Date**”) by and between INFRASAFE, LLC f/k/a ADVANTOR SYSTEMS, LLC, a Delaware limited liability company, having a principal place of business located at: 12612 Challenger Parkway, Suite 300, Orlando, FL 32826 (“**Assignor**”), and ADVANTOR SYSTEMS, LLC, a Delaware limited liability company having a principal place of business located at: 12612 Challenger Parkway, Suite 300, Orlando, FL 32826 (“**Assignee**”), pursuant to a Contribution Assumption Agreement by and between Assignee and Assignor, having an effective date of January 1, 2015.

WHEREAS, under the terms of the Contribution and Assumption Agreement, Assignor has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patents, patent applications and inventions set forth on SCHEDULE A-1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademarks, trademark registrations and applications set forth on SCHEDULE A-2 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyrights, copyright registrations and applications for registration and exclusive copyright licenses set forth on SCHEDULE A-3 hereto and all issuances, extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

Without limiting any of the foregoing provisions of this **Section 2**, Assignor shall ensure that its employees, consultants, directors and agents testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of Assignee in, to or under the Assigned Patents and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intent of this Patent Assignment. Assignee shall reimburse Assignor for all costs reasonably incurred by Assignor in the performance of its obligations under this Section 2.

3. Terms of the Contribution and Assumption Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution and Assumption Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Contribution and Assumption Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution and Assumption

Agreement and the terms hereof, the terms of the Contribution and Assumption Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

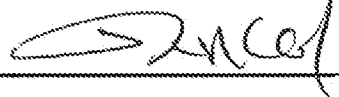
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

INFRASAFE, LLC F/K/A
ADVANTOR SYSTEMS, LLC

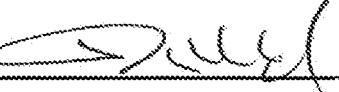
By: 

Name: Richard N. Clifton, Jr.

Title: COO

AGREED TO AND ACCEPTED:

ADVANTOR SYSTEMS, LLC

By: 

Name: Richard N. Clifton, Jr.

Title: CEO

SCHEDULE A-1

PATENTS, PATENT APPLICATIONS AND INVENTIONS

PATENTS:

- 1) United States Letters Patent No.:7,411,490 entitled:
SECURITY MONITORING METHODOLOGY USING DIGITAL AUDIO
Filed: April 29, 2005
Issued: August, 12, 2008

PATENT APPLICATIONS:

NONE.

INVENTIONS:

- 1) METHOD AND SYSTEM FOR IMPLEMENTING A SECURITY APPLICATION SERVICES PROVIDER
- 2) SECURITY MONITORING METHOD

SCHEDULE A-2

**TRADEMARKS, TRADEMARKS REGISTRATIONS AND TRADEMARK
APPLICATIONS**

TRADEMARKS (COMMON LAW):

NONE.

TRADEMARK REGISTRATIONS:

- 1) United States Trademark Registration No.: 1,933,572 for the word mark:

ADVANTOR

for: security systems and equipment; namely, fire alarms, anti-intrusion alarms and parts thereof, access control devices consisting of magnetically coded cards and card readers, bank/hold-up alert apparatus consisting of remote television cameras and camera monitors, central monitoring equipment consisting of computers and computer peripherals and computer software to facilitate the use thereof, printed circuit boards and assemblies in International Class 009; installation, maintenance and repair of alarms and other security equipment in International Class 037; training in the installation, use and operation of security equipment in International Class 041; and custom design for others in the field of printed circuit boards, and assemblies; monitoring security systems, burglar, fire and security alarms; monitoring of fences and critical equipment for security purposes; and inspections in the field of security systems and equipment in International Class 042.

Filed: April 30, 1993

Registered: November 7, 1995

2) United States Trademark Registration No.: 1,993,448 for the design mark:



for: custom design for others in the field of printed circuit boards and assemblies; monitoring security systems, burglar, fire, and security alarms; monitoring of fences and critical equipment for security purposes; and inspections in the field of security systems and equipment in International Class 042.

Filed: August 28, 1995

Registered: August 13, 1996

3) United States Trademark Registration No.: 1,993,450 for the design mark:



for: security systems and equipment, namely fire alarms, anti-intrusion alarms and parts thereof, access control devices consisting of magnetically coded cards and card readers, bank/hold-up alert apparatus consisting of remote television cameras and camera monitors, central monitoring equipment consisting of computers and computer peripherals and computer software to facilitate the use thereof, printed circuit boards and assemblies in International Class 009.

Filed: August 28, 1995

Registered: August 13, 1996

4) United States Trademark Registration No.: 1,993,451 for the design mark:



for: installation, maintenance and repair of alarms and other security equipment in International Class 037.

Filed: August 28, 1995

Registered: August 13, 1996

5) United States Trademark Registration No.: 1,993,452 for the design mark:



for: training in the installation, use and operation of security equipment in International Class 041.

Filed: August 28, 1995

Registered: August 13, 1996

6) United States Trademark Registration No.: 2,679,574 for the word mark:

INFRASAFE

for: installation of security systems and consultation provided therewith in International Class 037; and monitoring security systems, and designing security systems for others in International Class 042.

Filed: July 20, 2000

Registered: January 28, 2003

- 7) United States Trademark Registration No.: 2,762,111 for the word mark:

IVISITOR

for: Computer software for tracking visitors to and in secured areas in a building facility in International Class 009.

Filed: July 20, 2000

Registered: September 9, 2003

- 8) United States Trademark Registration No.: 2,907,400 for the word mark:

IBADGE

for: computer software, accessed through[sic] the internet, for creating, managing and printing identification badges in International Class 009.

Filed: June 3, 2003

Registered: November 30, 2004

- 9) United States Trademark Registration No.: 3,277,101 for the word mark:

INFRAGUARD

for: electric control panels; access control and alarm monitoring systems in International Class 009.

Filed: August 3, 2005

Registered: August 7, 2007

- 10) United States Trademark Registration No.: 3739699 for the word mark:

ADVANTOR

for: building security systems comprising software and hardware for providing picture, video, alarm status, building plans, and other information to a remote station; Electronic video and audio surveillance products, namely, electronic components of security systems; Facilities management software, namely, software to control and monitor building, grounds and military base environments, and to control and monitor access, intrusion detection, identification badging and security systems; Interactive computer kiosks comprising computers, computer hardware, computer peripherals, and computer operating software for use in facilities management; Electric control panels;

access control and alarm monitoring systems in International Class 009; computer consultation in the field of computer security; Development of customized software for others for use in risk assessment, information security, facilities management and security systems; Providing on-line non-downloadable software for facilities management, namely, software to control and monitor building, grounds and military base environments, and to control and monitor access, intrusion detection, identification badging and security systems in International Class 042; and Computer security services in the nature of providing an internet trust center, namely, computer security assurance and administration of digital keys and digital certificates; Consultation services concerning homeland safety and security issues; Consulting services in the field of national security; Consulting services in the field of maintaining the security and integrity of databases; Control of building environmental access and security systems; Monitoring of computer systems for security purposes; Security consultancy; Security services for buildings, namely, providing physical access to properties via a remote call-in locking device; Security services, namely, threat simulation vulnerability analysis and mitigation and emergency and crisis response; Security services, namely, providing electronic alerts notifying of a changed status or condition of a sensing device via the Internet; Security services, namely, providing security assessments of physical locations, information systems, and working environments; Surveillance service; Provide audio and video monitoring of premises for business and governmental agencies in International Class 045.

Filed: June 17, 2009

Registered: January 19, 2010

11) United States Trademark Registration No.: 4024092 for the word mark:

IMONITOR

for: building and facilities security systems comprising of software for providing picture, video, alarm status, building plans, and other information to a remote station; facilities management software, namely, software to control building environment, building access and building security systems in International Class 009; and security services, namely, providing electronic alerts notifying of a changed status or condition of a sensing device via the Internet; Security services, namely, providing security assessments of physical locations, information systems and working environments in International Class 045.

Filed: January 28, 2010

Registered: September 6, 2011

12) United States Trademark Registration No.: 4,444,183 for the word mark:

INFRATOUCH

for: electric control panels; access control and alarm monitoring systems in International Class 009.

Filed: March 18, 2011

Registered: December 3, 2013

TRADEMARK APPLICATIONS:

1) United States Trademark Application Serial No.: 85/914,897 for the word mark:

iWaiting Room

for: Building security systems comprising of software for providing picture, video, alarm status, building plans, and other information to a remote station; facilities management software, namely, software to control facilities environment, building and visitor access, visitor control and building security systems; facilities management software, namely, software to control facilities environment, building and visitor access, visitor control and building security systems for use in hospitals, emergency rooms, doctors offices, and other medical facilities in International Class 009

Filed: April 25, 2013

Published: October 1, 2013

2) United States Trademark Application Serial No.: 86/055,856 for the word mark:

iSiteAccess

for: Software as a service (SAAS) services featuring software for managing and integrating facility access and facility security systems over multiple participating facilities, and not for accessing web sites in International Class 042.

Filed: September 4, 2013

Published: February 18, 2014

SCHEDULE A-3

COPYRIGHTS, COPYRIGHTS REGISTRATIONS, COPYRIGHT APPLICATIONS AND EXCLUSIVE COPYRIGHT LICENSES

COPYRIGHTS (COMMON LAW):

NONE.

COPYRIGHT REGISTRATIONS:

1) United States Copyright Registration No.: TXu 1-210-628

for: Universal Controller Circuit Board Software

Registered: November 19, 2004

2) United States Copyright Registration No.: TX 6-182-941

for: iVisitor Software

Registered: March 3, 2005

3) United States Copyright Registration No.: TXu 1-252-815

For: Firmware for Digital Cellular Compatability

Registered: July 29, 2005

COPYRIGHT APPLICATIONS:

NONE.

EXCLUSIVE COPYRIGHT LICENSES:

NONE.