

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538647

<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>
Mercury Security Products, LLC		10/30/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASSA ABLOY AB		
<b>Street Address:</b>	KLARABERGSVIADUKTEN 90		
<b>City:</b>	STOCKHOLM		
<b>State/Country:</b>	SWEDEN		
<b>Postal Code:</b>	111 64		
<b>Entity Type:</b>	Corporation: SWEDEN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4387017	M	
<b>Registration Number:</b>	4387016	MERCURY SECURITY CORP.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6192350398		
<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>	6506459000		
<b>Email:</b>	Docketing@procopio.com		
<b>Correspondent Name:</b>	Mainak H. Mehta		
<b>Address Line 1:</b>	525 B Street, Suite 2200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>ATTORNEY DOCKET NUMBER:</b>	120776MSP002		
<b>NAME OF SUBMITTER:</b>	Michael C. Jones		
<b>SIGNATURE:</b>	/Michael C. Jones/		
<b>DATE SIGNED:</b>	08/28/2019		
<b>Total Attachments: 8</b>			
source=Mercury IP Sale Agreement#page1.tif			
source=Mercury IP Sale Agreement#page2.tif			
source=Mercury IP Sale Agreement#page3.tif			

OP \$65.00 4387017

source=Mercury IP Sale Agreement#page4.tif  
source=Mercury IP Sale Agreement#page5.tif  
source=Mercury IP Sale Agreement#page6.tif  
source=Mercury IP Sale Agreement#page7.tif  
source=Mercury IP Sale Agreement#page8.tif

## INTANGIBLE ASSET SALE AGREEMENT

### THIS AGREEMENT

Is made effective on October 30, 2017.

### BETWEEN

1. HID Global Corporation, a corporation organized and existing under the laws of Delaware, United States of America, and having its registered office at 611 Center Ridge Drive, Austin, Texas, 78753 U.S.A. (hereinafter referred to as "Seller").

and

2. ASSA ABLOY AB, a company organized and existing under the laws of Sweden and having its registered office at Klarabergsviadukten 90, 111 64, Stockholm, Sweden (hereinafter referred to as "Buyer").

Seller and Buyer are individually referred to as a "Party" and collectively referred to as "Parties" in the remainder of this Agreement.

### WHEREAS

- (A) The ASSA ABLOY Group is a global supplier of door opening and locking solutions. Buyer is the parent company of the ASSA ABLOY Group and Seller is a direct subsidiary of ASSA ABLOY Inc., the parent company in the ASSA ABLOY Group's U.S. chain of companies.
- (B) On October 18, 2017, Seller acquired Acre Holding Company, LLC, a Delaware limited liability company. Acre Holding Company, LLC is the sole member of Acre Operating Company, LLC, a Delaware limited liability company. Acre Operating Company, LLC is the sole member of Mercury Security Products, LLC, a California limited liability company ("Mercury").
- (C) Mercury has developed its own technology and trademarks, both before and after being acquired by the ASSA ABLOY Group.
- (D) The business of Mercury relates to providing intelligent access control components and supplying original manufacturer equipment related access control components.
- (E) Mercury distributed the intangible property related to its business, including technology, product related know-how, trademarks, and other similar intangibles assets to its parent, Acre Operating Company, LLC, effective as of October 27, 2017. Acre Operating Company, LLC then distributed such assets to its parent, Acre Holding Company, LLC. Acre Holding Company, LLC then distributed such assets to its parent, Seller.
- (F) Prior to the series of distributions, Mercury had full ownership of the intangible property related to its business, including technology, product related know-how, trademarks, and other similar intangibles assets (the "Mercury IP"). Seller

now has full ownership of the Mercury IP.

- (G) Buyer desires to be the strategic and designated owner of the Mercury IP.
- (H) The transfer of the Mercury IP between the Parties hereunder shall be made in accordance with the arm's length standard, determined pursuant to a valuation of assets in conjunction with Seller's purchase of ACRE Holding Company, LLC on October 18, 2017.

NOW THEREFORE: The Parties agree on the following principles:

**I. Definitions.**

As used in this Agreement, the following terms shall have the following meanings:

- a) "Agreement" shall mean this Intangible Property Sale Agreement between Seller and Buyer;
- b) "Effective Date" shall mean October 30, 2017.
- c) "Mercury Products" shall mean all the intelligent access control components, and related know-how, employing any of the Mercury Intangible Property as defined below, in development, produced, marketed, licensed, sold and commercialized by Mercury up to and including the date that Mercury distributed the Mercury IP to Acre Operating Company, LLC.
- d) "Mercury Intangible Property" shall mean all proprietary and confidential technical and commercial knowledge, all intellectual property rights and applications for such rights, all other intangible property, and all materials and documentation, used or needed for the development, manufacture, license, sale and commercialization of the Mercury Products that are owned by Seller as of the Effective Date, including but not limited to any and all worldwide common law and statutory intellectual property rights relating to Mercury Products in, arising out of, or associated with: Patents, utility models, and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof and equivalent or similar rights in inventions and discoveries anywhere in the world, including invention disclosures, common law and statutory rights associated with trade secrets, confidential and proprietary information and know-how, industrial designs and any registrations and applications therefor, trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications and any and all goodwill associated with and symbolized by the foregoing items, Internet domain name applications and registrations, Internet and World Wide Web URLs or addresses, copyrights, copyright registrations and applications therefor and all other rights corresponding thereto, database rights, mask works, mask work registrations and applications therefor, moral and economic rights of authors and inventors however denominated and any similar or equivalent rights to any of the foregoing. The registered trademarks and trade names developed by Mercury and assigned to Seller are listed in Appendix A.
- e) "Patents" means the United States, international and foreign: (a) patents and patent applications (including provisional applications), (b) registered trademarks,

applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks, (c) registered Internet domain names, and (d) registered copyrights and applications for copyright registration, in each case registered or filed in the name of, or owned by, the Seller and relating to Mercury Products, or registered or filed in the name of Mercury but the rights to which have been assigned to Seller.

- f) "Purchase Price" shall mean the compensation to be paid by Buyer to Seller for the purchase of the Intangible Property.

## 2. Transfer of Intangible Property

- 2.1. Subject to the terms and conditions of this Agreement, Seller as of the Effective Date sells, transfers and assigns to Buyer, and Buyer as of the Effective Date purchases and accepts the transfer and assignment of Seller's entire Mercury Intangible Property, including all interest in, benefit of, and the right to the Mercury Intangible Property.
- 2.2. As of the Effective Date, the Mercury Intangible Property and all rights and obligations attached thereto shall be for the account and risk of Buyer.
- 2.3. If any part of the Mercury Intangible Property is subject to a license or other right granted by Seller to a third party and the agreement for such license or right provides for the assignment of such agreement without the prior consent of the third party, Buyer shall replace Seller as a contracting party in connection with the sale, transfer and assignment hereunder.
- 2.4. If any part of the Mercury Intangible Property is subject to a license or other right granted by Seller to a third party and the agreement for such license or right does not provide for the assignment of such agreement without the prior consent of the third party, the sale, transfer and assignment hereunder of such part shall be contingent on such third party's consent. In such a case Seller and Buyer shall jointly make all reasonable efforts to obtain the consent of the third party to enable Buyer to replace Seller as a contracting party.
- 2.5. In case the consent of a third party is not obtained for the purpose of the sale, transfer and assignment of a part of the Mercury Intangible Property subject of the grant of a license or other right by Seller, only the beneficial ownership to such part shall be subject of the transfer while the legally registered ownership shall for the time being remain with Seller to be administrated on behalf of and at the cost of Buyer until Buyer requests a transfer thereof.
- 2.6. The Parties covenant and agree that Buyer will grant to Seller a non-exclusive license for the use of the transferred Mercury Intangible Property. Details of the license have been negotiated in good faith and will be effectuated in a separate agreement.

## 3. Purchase Price

- 3.1. [REDACTED]

- 3.2. [REDACTED]

[REDACTED]

3.3. [REDACTED]

#### **4. Registration and Materials**

- 4.1. Seller undertakes to co-operate with and assist Buyer in connection with any registrations of the Mercury Intangible Property in the name of Buyer subsequent to the transfer, and to deliver such forms, authorizations and other documents as may be required by the relevant authorities.
- 4.2. Any and all registration fees and other costs relating to the sale, transfer and assignment hereunder shall be at the expense of Buyer.
- 4.3. Seller shall keep all registration certificates, *rules*, records, reports, descriptions, drawings and other materials in whatever form relating to the Mercury Intangible Property in its safe custody until Buyer gives other instructions to Seller.
- 4.4. Payment of ongoing fees, if any, for maintenance of registered intellectual property, pending applications, other registrations, etc. forming part of the Mercury Intangible Property shall after the Effective Date be on behalf of and at the expense of Buyer.

#### **5. Warranties**

- 5.1. Seller warrants that the sold Mercury Intangible Property is the same as that which was being used by Mercury, prior to their distribution to Acre Operating Company, LLC, in the development and commercialization of the Mercury Products.
- 5.2. Seller warrants that Seller is in fact the legal, economic, and beneficial owner of the Mercury Intangible Property.
- 5.3. Seller warrants that Seller has no reason to believe that any of the Mercury Intangible Property or the use thereof either infringes upon any rights of a third party or that any of the Mercury Intangible Property is infringed upon by a third party.

#### **6. Indemnification**

- 6.1. Seller warrants that it will indemnify Buyer for any costs resulting from any third party having better right to any part of the Mercury Intangible Property transferred from Seller to Buyer under this Agreement.
- 6.2. Under this Agreement, the liability of the Parties for a material breach of the terms herein shall be limited to cases of gross negligence and/or wrongful intent.
- 6.3. Any claim by a Party for an indemnification by the other Party for a non-fulfilment of an obligation or a breach of a warranty hereunder by that other

Party shall be made within reasonably prompt time after the claiming party becoming aware of such non-fulfilment or breach and in any event no later than twelve (12) months after the date of this Agreement.

- 6.4. In no event shall either of the Parties be liable to the other Party for any special, incidental, indirect, consequential, exemplary or punitive damages even if the defaulting Party has been advised of, or is otherwise aware of, the possibility of any such damages.

#### **7. Withholding Taxes and Related Matters.**

- 7.1. Any withholding or related tax or other obligations relating to the payments due under the terms of this Agreement shall be complied with by the Parties and shall not alter the amount of the obligation of Buyer under Article 3 above. Buyer shall provide Seller with any and all tax receipts received by Buyer from its payment of any local withholding tax, if any.

#### **8. Confidentiality**

- 8.1. Except for any agreements between the Parties to the contrary and except such disclosures to government agencies as may be required by mandatory law or regulation regarding public disclosure, any Mercury Intangible Property, which by its nature is confidential, shall be kept by Seller in strict confidence and in a safe place and Seller shall not disclose such information to any third party.
- 8.2. Before making any public disclosure of confidential information, Seller or Buyer, as the case may be, shall inform the other Party and shall provide the proprietor of such information the opportunity to have such governmental agency respect the confidentiality obligation of this Agreement.

#### **9. Binding agreement**

- 9.1. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

#### **10. Assignment**

- 10.1. Neither this Agreement nor any of the rights, interests or obligations shall be transferred, delegated or assigned, by operation of law or otherwise, by either Party hereto outside the scope of this Agreement without the prior written consent of the other Party, and any purported assignment without such consent shall be null and void.

#### **11. Notice**

- 11.1. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made upon being delivered either by courier or fax delivery to the Party for whom it is intended, provided that a copy thereof is deposited, postage prepaid, certified or registered mail, return receipt requested, in the mail, bearing the address as stated in the Preamble of this Agreement for such Party.

## **12. Entire Agreement**

- 12.1. This Agreement and any Appendices and Exhibits hereto constitutes the entire agreement and understanding between the Parties hereto and supersedes all prior communications, representations, agreements or understandings, either verbal or written, between the Parties with respect to the subject matter hereof. This Agreement may not be altered, modified, amended, waived or otherwise changed except by a supplemental written agreement signed by duly authorized representatives of both Parties.

## **13. Headings and Interpretation**

- 13.1. The division of this Agreement into separate articles and insertion of headings shall not affect in any way the interpretation or construction of the provisions of this Agreement.
- 13.2. Each reference in this Agreement to an Article, Section, Appendix or Exhibit, unless otherwise indicated, shall mean an Article or a Section of this Agreement or an Appendix or Exhibit attached to this Agreement, respectively.

## **14. Severability**

- 14.1. If any term or other provision of this Agreement is held invalid, illegal or unenforceable in whole or in part, the validity, legality or enforceability of the other provisions and any remainder of the provision in question shall not in any way be affected or impaired thereby, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.

## **15. Governing Law and Dispute Resolution**

- 15.1. This Agreement shall be construed in accordance with and be governed by the laws of Sweden.
- 15.2. Any dispute, controversy or claim arising out of or by virtue of this Agreement or any breach, termination or invalidity hereof, shall be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce. The rules for Expedited Arbitrations shall apply. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction.

## **16. Waiver**

- 16.1. Any failure by any of the Parties hereto to comply with any of the obligations, terms or conditions set forth herein may be waived by the other Party; provided, however, that any such waiver shall not be deemed a waiver of any other obligation, term or condition herein.

## **17. Expenses**

- 17.1. Each Party shall pay the fees and expenses of its counsel, accountants, experts, other representative and all other expenses incurred by any of the Parties incident or relating to the negotiation, preparation and execution of this



Agreement and the transactions contemplated hereby, and the performance by it of its obligations hereunder, except as otherwise expressly provided herein.

**18. Remedies Cumulative**

8.1. Except as otherwise expressly provided herein, all rights and remedies of the Parties under this Agreement are cumulative and without prejudice to any other rights or remedies under law.

**19. No Third Party Beneficiaries**

19.1. The Parties hereby agree that there are no third party beneficiaries to this Agreement.

**20. Counterparts**

20.1. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS THEREOF the Parties hereto have entered into this Agreement on October 30, 2017.

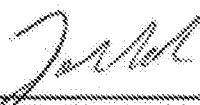
SELLER:

HID Global Corporation

  
\_\_\_\_\_  
Stefan Widing, President & CEO

BUYER:

ASSA ABLOY AB

  
\_\_\_\_\_  
Johan Molin, President & CEO

ASSA ABLOY AB

  
\_\_\_\_\_  
Carolina Dybeck Happe, EVP & CFO

APPENDIX A — TRADEMARKS AND TRADE NAMES

The following registered trademarks and trade names as well as ongoing registration applications assigned to and owned by the Seller, through indirect transfers from Mercury, are transferred and assigned to Buyer through this Intangible Property Sale Agreement:

Trademarks

Trademark	Registration Number	Jurisdiction(s) of Registration
Authentic Mercury	4,141,111	United States
Mercury Powered	4,142,113	United States
M&W Wing Design	4,387,017	United States
Mercury Security Corp.	4,387,018	United States

Copyrights

Copyright	Registration Number	Jurisdiction(s) of Registration
Mercury Security Protocol 1	TX: 1-732-040	United States
MSP1 Firmware Release 3.9.1	TX: 1-736-844	United States
API	TX: 1-854-589	United States

Domain Names

Domain Name(s)
Mercury-security.com