

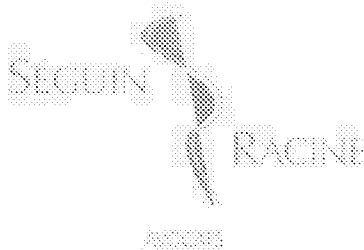
TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Christopher Coffey		07/09/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Commercial Protective Services, Inc.		
Street Address:	3400 E AIRPORT WY		
City:	LONG BEACH		
State/Country:	CALIFORNIA		
Postal Code:	90806		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77222933	COMMERCIAL PROTECTIVE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	4506818400		
<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:	4506817744		
Email:	set@seguinracine.com		
Correspondent Name:	Sarah Etedgui		
Address Line 1:	3030 Boul. Le Carrefour		
Address Line 2:	1002		
Address Line 4:	Laval, QUEBEC H7T 2P5		
NAME OF SUBMITTER:	Sarah Etedgui		
SIGNATURE:	//SE//		
DATE SIGNED:	10/15/2019		
Total Attachments: 5			
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OP \$40.00 77222933



October 15, 2019

BY ELECTRONIC TRADEMARK ASSIGNMENT SYSTEM

United States Patent and Trademark Office (USPTO)
Trademark Assignment and Recordation Branch
Local: 571-272-3350
Fax: 571-273-0140

RE: Trademark Assignment Recordation of the COMMERCIAL
PROTECTIVE SERVICES Mark
Reg. No. 3,401,163

Our file: 40073-596

To Whom It May Concern:

Please be advised that we have been mandated by Commercial Protective Services, Inc., a California corporation and the current owner of the COMMERCIAL PROTECTIVE SERVICES trademark, Reg. nos. 3,401,163, (the "Mark") to fill out the online ETAS form and provide the United States Patent and Trademark Office with the necessary legal documentation required to record the assignment of the Mark and change of ownership.

A Stock Purchase Agreement dated July 8, 2019, was executed between Christopher Coffey and Garda Security Inc., a Delaware corporation, whereby Garda Security Inc. purchased, among others, all of the issued and outstanding shares of capital stock on a fully diluted basis of, Commercial Protective Services, Inc. (the "Transaction"). In connection with this Transaction, the Mark was assigned to Commercial Protective Services, Inc. by Mr. Christopher Coffey, the whole, as evidenced by the Intellectual Property Assignment provided herewith.

In addition to the present cover letter, please find enclosed the relevant trademark Assignment document to record the assignment of the Mark and change of ownership.

Trusting everything is to your satisfaction, we remain.

Yours truly,

SÉGUIN RACINE, ATTORNEYS LTD.



Sarah Ettedgui

SE/

Intellectual Property Assignment

This Intellectual Property Assignment (this "Assignment") is made as of this 9th day of July, 2019 (the "Effective Date") by and between Christopher Coffey, an individual ("Assignor"), and Commercial Protective Services, Inc., a California corporation ("Assignee") (each a "Party" and together the "Parties").

WHEREAS, pursuant to that certain Stock Purchase Agreement dated July 8, 2019 (the "Purchase Agreement"), by and among Assignor, Christopher Coffey, as trustee of the Christopher Coffey Trust dated November 12, 1997 ("Seller"), and Garda Security Inc., a Delaware corporation ("Garda"), Seller is selling to Garda, and Garda is purchasing from Seller, the Purchased Stock; and

WHEREAS, Assignor owns the Assigned Intellectual Property as of the Effective Date and, in connection with the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed to them in the Purchase Agreement, unless they are defined in this Assignment.
 - 1.1 "Enforcement and Recovery Rights" means the right to sue and recover for past, current or future infringements, misappropriations or violations of any Intellectual Property right, including recovery of royalties, fees, income and other payments and proceeds (whether such fees, income, payments, or proceeds are due or accrue before or after the Closing Date).
2. Assignment of Assigned Intellectual Property. In partial consideration of and subject to the Purchase Agreement, Assignor hereby sells, assigns, and transfers to Assignee, all of Assignor's right, title, and interest in and to: (a) all of Assignor's right, title and interest in and to the Intellectual Property set forth on Schedule A attached hereto; (b) all other Intellectual Property practiced directly or indirectly by the Assignee's Business prior to the Closing but which is owned by Assignor as of the Effective Date ((a) and (b) are collectively referred to as the "Assigned Intellectual Property"); and (c) all Enforcement and Recovery Rights associated with the Assigned Intellectual Property, together with the goodwill of the business symbolized by the Assigned Intellectual Property.
3. Cooperation; Further Assistance. Assignor shall assist Assignee, at Assignor's cost and expense, to the extent necessary to transfer title in and to the Assigned Intellectual Property or to enforce its rights in the Assigned Intellectual Property. Assignor agrees to execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as Assignee may request as being necessary or advisable to effect or evidence the transactions contemplated by this Assignment.
4. Purchase Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Purchase Agreement. Nothing contained herein shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail.
5. Miscellaneous. The General Provisions set forth in Section 9 of the Purchase Agreement are hereby incorporated herein by reference, mutatis mutandis.

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above.

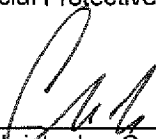
Assignor:



Christopher Coffey

Assignee:

Commercial Protective Services, Inc.

By: 

Name: Christopher Coffey
Title: President

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above.

Assignor:

Christopher Coffey

Assignee:

Commercial Protective Services, Inc.

By: 

Name: Jean-Michel Filiatrault
Title: SVP, Corporate Development

Schedule A

Assigned Intellectual Property

Word Mark **COMMERCIAL PROTECTIVE SERVICES**
Goods and Services IC 045. US 100 101. G & S: Unarmed guard services for businesses. FIRST USE: 20000200. FIRST USE IN COMMERCE: 20000200
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77222933
Filing Date July 5, 2007
Current Basis 1A
Original Filing Basis 1A
Published for Opposition January 8, 2008
Registration Number 3401163
Registration Date March 25, 2008
Owner (REGISTRANT) Coffey, Christopher INDIVIDUAL UNITED STATES c/o Construction Protective Services 436 West Walnut Street Gardena CALIFORNIA 90248
Attorney of Record Robert C. Lukes
Prior Registrations 2623772
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "Protective Services" APART FROM THE MARK AS SHOWN
Type of Mark SERVICE MARK
Register PRINCIPAL-2(F)
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20180321.
Renewal 1ST RENEWAL 20180321
Live/Dead Indicator LIVE

This trademark is valid until March 2028.