

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555639

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|---|--|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IVERIFY. US INC. | | 12/31/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SECURITAS ELECTRONIC SECURITY, INC. | | |
| Street Address: | 3800 Tabs Drive | | |
| City: | Uniontown | | |
| State/Country: | OHIO | | |
| Postal Code: | 44685 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4830219 | TRANSALARM SECURITY SOLUTIONS | |
| Registration Number: | 4825419 | | |
| Registration Number: | 3843903 | I-MANAGE | |
| Registration Number: | 3843917 | I-PATROL | |
| Registration Number: | 3843918 | I-GUARD | |
| Registration Number: | 3843919 | I-PROTECT | |
| Registration Number: | 3770113 | IVERIFY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9738484001 | | |
| <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: | 973-848-4150 | | |
| Email: | frank.politano@klgates.com | | |
| Correspondent Name: | Frank L. Politano | | |
| Address Line 1: | One Newark Center, 10th Floor | | |
| Address Line 4: | Newark, NEW JERSEY 07102-5285 | | |
| NAME OF SUBMITTER: | Frank L. Politano | | |
| SIGNATURE: | /Frank L. Politano/ | | |
| DATE SIGNED: | 01/02/2020 | | |

CH \$190.00 4830219

Total Attachments: 4

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated December 31, 2019 (this "**Trademark Assignment**"), by **SECURITAS ELECTRONIC SECURITY, INC.**, a Delaware corporation with a primary address of 3800 Tabs Drive, Uniontown, OH 44685 ("**Assignee**"), and **IVERIFY. US INC**, a Delaware corporation with a primary address of 150 Iverify Drive, Charlotte, North Carolina 28217, ("**Assignor**").

Each of Assignor and Assignee are hereinafter referred to as a "**Party**" and collectively as the "**Parties**." Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the UCC Sale Asset Purchase Agreement, dated as of December 30, 2019, by and among Assignee, Assignor and the other parties thereto (the "**Asset Purchase Agreement**").

Recitals

A. Assignor is the owner of all rights, title and interest in and to the trademarks and service marks, and registrations therefor, identified on **Exhibit A** hereto (hereinafter collectively referred to as the "**Trademarks**").

B. Assignor has agreed to sell, assign, transfer and deliver to Assignee all of its rights, title and interest in and to the Trademarks, including any and all goodwill associated therewith, on the terms and subject to the conditions set forth herein and in the Asset Purchase Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademarks. Based on the terms and subject to the conditions set forth in this Trademark Assignment and the Asset Purchase Agreement, the Assignor does hereby sell, assign, transfer and deliver to Assignee and its successors, assigns and legal representatives or nominees, all of Assignor's rights, title and interest, in and to the Trademarks, including, without limitation, all benefits, privileges, common law rights, registration rights, causes of action, and the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) sue for past, present, and future infringement and to collect damages therefor, and (c) grant licenses or other interests to and in the Trademarks. The foregoing includes, and Assignor does hereby assign, convey, transfer and deliver to Assignee, any and all goodwill symbolized by and/or associated with the Trademarks.

2. Further Assurances. Assignor agrees that upon request it shall, at any time and without charge to Assignee, sign all papers, take all rightful oaths, and do all acts which may be necessary or desirable to effectuate fully this Trademark Assignment and to permit Assignee to be duly recorded in all applicable jurisdictions as the registered owner and proprietor of the rights hereby conveyed. Assignor hereby appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in place and stead of such Assignor and in the name of such Assignor or in its own name, for the purposes of carrying out the terms of this Trademark Assignment, to take all necessary actions to vest title and to execute any and all documents and

instruments which may be necessary to accomplish the purposes of this Trademark Assignment.

3. No Rights in Third Parties. Nothing expressed or implied in this Trademark Assignment is intended to or shall confer upon any Person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and all claims with respect thereto shall be governed by and construed in accordance with the internal, substantive laws of the State of North Carolina for agreements to be wholly performed therein, without giving effect to any provisions relating to North Carolina conflicts of laws principles.

6. Amendments. No amendment or modification of this Trademark Assignment or the subject matter thereof shall be effective unless it is set forth in writing and signed by each of the Parties.

7. Counterparts. This Trademark Assignment may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

By: *Mark J Ward*
Name: *MARK J WARD*
Title: *PRESIDENT IVERIFY.US INC.*

Exhibit A

TRANSALARM SECURITY SOLUTIONS (4,830,219, 10/13/2015)

EYE DESIGN (4,825,419, 10/06/2015)

I-MANAGE (3,843,903, 09/07/2010)

I-PATROL (3,843,917, 09/07/2010)

I-GUARD (3,843,918, 09/07/2010)

I-PROTECT (3,843,919, 09/07/2010)

IVERIFY (3,770,113, 04/06/2010)