

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spillman Technologies, Inc.		12/31/2018	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Motorola Solutions, Inc.		
Street Address:	500 West Monroe Street		
Internal Address:	37th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4114746	CITADEX	
Registration Number:	4527288	CRIMEMONITOR	
Registration Number:	3254917	INVOLVEMENTS	
Serial Number:	87166766	IRIS	
Registration Number:	4771994	NOVA	
Registration Number:	3509604	SENTRYX	
Registration Number:	2271532	SPILLMAN	
Registration Number:	5056320	SPILLMAN ALLY	
Registration Number:	5019125	SPILLMAN FLEX	
Registration Number:	4042001	SPILLMAN TOUCH	
Registration Number:	2642928	SUMMIT	
Registration Number:	5022652	TECHNOLOGY FOR SAFER COMMUNITIES	
Registration Number:	3580339	VISUAL INVOLVEMENTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	847-576-6978		

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Email: Solutions.trademarks@motorolasolutions.com
Correspondent Name: James A. Coffing
Address Line 1: 500 West Monroe Street
Address Line 2: 37th Floor
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: James A. Coffing

SIGNATURE: /jac/

DATE SIGNED: 05/07/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

(SPILLMAN IP)

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into effective as of December 31, 2018 at 8:01 a.m. Mountain Standard Time (the "Effective Time") by and between:

Motorola Solutions, Inc., a company organized and existing under the laws of the State of Delaware, U.S.A. ("Assignee"),

and

Spillman Technologies, Inc., a company organized and existing under the laws of the State of Utah, U.S.A. ("Assignor").

(Assignee and Assignor are collectively referred to as the "Parties" and individually referred to as "Party")

RECITALS

- A. The Parties are part of a network of affiliated companies, whose ultimate parent company is Assignee, engaged in the business of developing, marketing, and distributing certain telecommunications equipment and software (the "MSI Group").
- B. Assignee and certain of its Affiliates (as defined herein) are in the process of effecting an internal legal restructuring to further align the MSI Group's software enterprise business (the "Restructuring").
- C. In connection with the Restructuring, Assignor desires to transfer, convey, and assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's rights, title and interests in and to the Intellectual Property (as defined herein).
- D. The Parties now desire to enter into this Agreement which sets forth the terms and conditions of such transfer, conveyance and assignment of the Intellectual Property.

The Parties hereby agree as follows:

Section 1 - Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" of a Party shall mean and include any entity or association controlled by, controlling or under common control with such Party. For the purposes of this definition, the term "control" shall mean the ownership of more than fifty percent (50%) of the voting shares in any entity or association.

1.2 "Copyrights" shall mean (a) any rights in original works of authorship fixed in any tangible medium of expression, and (b) all rights in and to any of the foregoing, whether registered or

unregistered, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Time.

1.3 “Intellectual Property” shall mean worldwide rights in and to any and all Patents, Copyrights, Know-How, Trademarks, inventions, trade secrets, and other intellectual and industrial property rights, intangible property rights, and proprietary rights, together with all enhancements, improvements, modifications, translations, and adaptations thereof, whether registered or unregistered, and all applications and registrations therefor, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Time.

1.4 “Know-How” shall mean any and all technical information, clinical information, know-how, processes, procedures, methods, computer programs (in source code and object code form), flow charts, drawings, formulae, specifications, designs, process technology, manufacturing requirements, and quality control standards, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Time.

1.5 “Patents” shall mean and include any and all (a) patents, patent applications, and patent disclosures, including all related divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof, and (b) all rights in and to any of the foregoing, whether registered or unregistered, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Time.

1.6 “Trademarks” shall mean the trademarks, brand names, trade names, service marks, trade dress, domain names, logos, copyrights to logos or pictorial depictions, designs, slogans, and similar designations, anywhere in the world, whether in word mark, stylized or design format, whether registered or unregistered, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Time.

Section 2 - Transfer, Conveyance and Assignment of Intellectual Property

2.1 Assignor hereby sells, transfers, conveys, assigns and agrees to deliver to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, absolutely all right, title and interest in and to the Intellectual Property, together with the right to sue, and otherwise enforce and recover damages for past, present and future infringement, misappropriation or violation with respect to the Intellectual Property and solely control any such lawsuits or settlements of the same.

2.2 If, and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interests in or to any of the Intellectual Property cannot be transferred or assigned as provided in Section 2.1 hereof (a) Assignor irrevocably agrees to transfer and assign, and hereby transfers and assigns to Assignee all rights (including, without limitation, all economic and commercialization rights) that can be transferred or assigned pursuant to Section 2.1 to the fullest extent permissible, and (b) Assignor irrevocably agrees to grant, and hereby grants, Assignee an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to the Intellectual Property that cannot be transferred and assigned as contemplated by Section 2.1.

2.3 In furtherance of the transactions contemplated by Section 2.1, the Parties agree to execute and deliver all instruments of transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the transfer, and assignment by Assignor to Assignee of all of Assignor’s rights, title and interests in and to the Intellectual Property. The Parties contemplate that they may enter into one or more additional instruments of transfer with respect to some of the Intellectual

Property to be transferred from Assignor to Assignee to the extent necessary or convenient to comply with local legal or filing requirements.

2.4 On or promptly after the Effective Time, Assignor shall deliver to Assignee or its designee all tangible embodiments of the Intellectual Property and all records and documentation relating thereto, including but not limited to all files, records, notes and correspondence with respect to the prosecution, registration and maintenance of any Intellectual Property.

2.5 The Parties acknowledge and agree that some of the transfers contemplated by this Agreement may not be effected on the Effective Time due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on the Effective Time, Assignor and Assignee will cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Time.

2.6 NO REPRESENTATIONS OR WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNEE ACKNOWLEDGES AND AGREES THAT: (A) ASSIGNOR IS NOT MAKING IN THIS AGREEMENT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, MERCHANTABILITY, VALIDITY, OR ENFORCEABILITY OF ANY ASSIGNED INTELLECTUAL PROPERTY; (B) ALL SUCH ASSIGNED INTELLECTUAL PROPERTY IS TRANSFERRED ON AN "AS IS," "WHERE IS" BASIS.

2.7 For the avoidance of doubt, Assignee grants no license to Assignor to any intellectual property rights whatsoever under this Agreement, expressly, by implication, or by way of laches or estoppel.

2.8 The assignment of the Intellectual Property hereunder includes the exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to the Intellectual Property.

Section 3 - Consideration

The Parties acknowledge and agree that (a) Assignee has provided and Assignor has received good and valuable consideration for the transfer and assignment of the Intellectual Property hereunder, and (b) such consideration may be adjusted if the Parties determine such an adjustment is warranted to reflect the fair market value of the Intellectual Property.

Section 4 - General Provisions

4.1 Further Assurances. The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

4.2 Governing Law. The laws of the State of Delaware, U.S.A. (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

4.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

4.4 No Waiver. The failure by either Party to assert any of its rights hereunder shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

4.5 Entire Agreement. This Agreement constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute instruments of various kinds consistent with but in some cases duplicative of this Agreement in order to effect and/or document the transactions contemplated in this Agreement.

4.6 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.


4.7 Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of the Parties, their successors in interest and assigns. Neither Party may assign any of its rights nor delegate any of its obligations under this Agreement without the written consent of the other Party which consent may be withheld in its sole and absolute discretion and any assignment or attempted assignment in violation of the foregoing will be null and void. Nothing in this Section 4.7 shall limit in any way the rights granted to Assignee in Section 2 of this Agreement to freely control, use, enforce, further transfer (granting the acquirer the same rights), assign, license, sub-license, alter, amend, update, develop, create derivative works, or otherwise dispose of the Intellectual Property.

4.8 Authority. Each of the Parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Time.

MOTOROLA SOLUTIONS, INC.

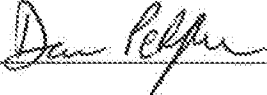
By: 

Name: Daniel G. Pekofske

Title: Corporate Vice President and Chief Accounting Officer

Date: December 20, 2018

SPILLMAN TECHNOLOGIES, INC.

By: 

Name: Daniel G. Pekofske

Title: Corporate Vice President and Controller

Date: December 20, 2018