

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Security Group, Inc.		10/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alert 360 Opco, Inc.		
Street Address:	2448 E. 81st St.		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74137		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5216300	ALERT 360 VIDEO	
Registration Number:	4969404	ALERT 360 BY CENTRAL SECURITY GROUP	
Registration Number:	4674803	360 ALERT-360 LIFE-SAFETY TECHNOLOGY	
Serial Number:	88953385	ALERT 360	
Serial Number:	87925660	ALERT 360 SMART SECURITY	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	45863-3		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	10/16/2020		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 16, 2020 ("Effective Date") by and between **Central Security Group, Inc.**, a Delaware corporation, 2448 E. 81st St., Tulsa, Oklahoma 74137 (collectively "Assignor"), and **Alert 360 Opco, Inc.**, a Delaware corporation, 2448 E. 81st St., Tulsa, Oklahoma 74137 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark applications and registrations set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Trademarks pertain and such business is ongoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (a) all income, royalties, fees, payments or other proceeds due or payable as of the Effective Date or thereafter with respect to the foregoing, and (b) all claims, causes of action and enforcement rights, whether currently pending, filed or otherwise with respect to the foregoing, including all rights to damages, injunctive relief and other remedies for past, present and future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to obtain, perfect, sustain, and/or enforce the Marks with the same legal force and effect as if executed by Assignor.

Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in that certain Acquisition Agreement, dated as of the date hereof (the "Acquisition Agreement"), by and among Assignor, as seller, and Assignee, as buyer, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Acquisition Agreement, the provisions of the Acquisition Agreement shall control. The

parties may execute this Assignment in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or PDF signature and such facsimile or PDF signature shall be deemed an original. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CENTRAL SECURITY GROUP, INC.,
as Assignor

By: Vickie Catina
Name: Vickie Catina
Title: Chief Financial Officer

ALERT 360 OPCO, INC.,
as Assignee




By: Vickie Catina
Name: Vickie Catina
Title: Treasurer

[Signature Page to Trademark Assignment]



TRADEMARK
REEL: 007079 FRAME: 0813

SCHEDULE A
U.S. TRADEMARKS

Registrations:

Trademark	Jurisdiction	Owner	Reg. Date / (App. Date)	Reg. No. / (App. No.)	Status
	USA	Central Security Group, Inc.	6/6/2017	5216300	Registered
	USA	Central Security Group, Inc.	5/31/2016	4969404	Registered
	USA	Central Security Group, Inc.	1/20/2015	4674803	Registered

Applications:

Trademark	Jurisdiction	Owner	Reg. Date / (App. Date)	Reg. No. / (App. No.)	Status
	USA	Central Security Group, Inc.	(6/8/2020)	(88953385)	Pending
	USA	Central Security Group, Inc.	(5/17/2018)	(87925660)	Pending ITU