

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606498

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900576557

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CRESAN MANAGEMENT, LLC		10/23/2020	Limited Liability Company: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	NATIONAL VIDEO MONITORING CO. LLC
<b>Doing Business As:</b>	DBA EYEQ MONITORING
<b>Street Address:</b>	425 FRANKLIN GATEWAY, #500
<b>City:</b>	MARIETTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30067
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	86871454	DISPATCH MASTER

**CORRESPONDENCE DATA****Fax Number:** 5613313289*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.***Phone:** 305-330-5779**Email:** pwklein@peterkleinpa.com**Correspondent Name:** PETER W. KLEIN**Address Line 1:** 225 NE MIZNER BLVD, SUITE 700**Address Line 4:** BOCA RATON, FLORIDA 33432

<b>NAME OF SUBMITTER:</b>	Peter W. Klein
<b>SIGNATURE:</b>	/peter w. klein/
<b>DATE SIGNED:</b>	11/03/2020

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), effective as of October 23, 2020, is entered into by and between CRESAN MANAGEMENT, LLC (dba MyDealerLot and MDL autoMation), a Georgia limited liability company ("Assignor"), and NATIONAL VIDEO MONITORING CO. LLC (dba EyeQ Monitoring), a Delaware limited liability company ("Assignee").

**RECITALS**

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell the Assigned Trademarks (defined below) to Assignee; and

WHEREAS, Assignor and Assignee now desire to carry out the transactions contemplated by the Purchase Agreement, and this Trademark Assignment is being executed to evidence the sale, conveyance, transfer, assignment and delivery of all of Assignor's right, title to and interest in the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignor's reasonable request, and at Assignor's sole cost and expense, Assignee shall take such steps and actions, and provide such

cooperation and assistance to Assignor and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignor, or any assignee or successor thereto.

4. Terms of Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

**ASSIGNOR:**

CRESAN MANAGEMENT, LLC

By: *John K. Karegeannes*  
John K. Karegeannes  
President

STATE OF GEORGIA                    )  
  ) ss.  
COUNTY OF *Cobb*                    )

On October *27th*, 2020, before me personally appeared John K. Karegeannes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Cresan Management, LLC, a Georgia limited liability company, and acknowledged the instrument to be his free act and deed/ for the uses and purposes mentioned in the instrument.



*Pamela Barber Jones*  
Notary Public

My commission expires: \_\_\_\_\_

**ASSIGNEE:**

NATIONAL VIDEO MONITORING CO. LLC

By: \_\_\_\_\_  
Markus A. Scott  
Chief Executive Officer

STATE OF GEORGIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                    )

On October \_\_\_\_, 2020, before me personally appeared Markus A. Scott, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of National Video Monitoring Co. LLC, a Delaware limited liability company, and acknowledged the instrument to be his free act and deed/ for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

**ASSIGNOR:**

CRESAN MANAGEMENT, LLC

By: \_\_\_\_\_  
John K. Karegeannes  
President

STATE OF GEORGIA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On October \_\_\_\_, 2020, before me personally appeared John K. Karegeannes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Cresan Management, LLC, a Georgia limited liability company, and acknowledged the instrument to be his free act and deed/ for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**ASSIGNEE:**

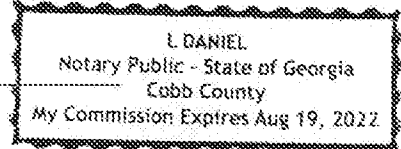
NATIONAL VIDEO MONITORING CO. LLC

By: \_\_\_\_\_  
Markus A. Scott  
Chief Executive Officer

STATE OF GEORGIA            )  
  ) ss.  
COUNTY OF COBB )

On October 9<sup>th</sup>, 2020, before me personally appeared Markus A. Scott, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of National Video Monitoring Co. LLC, a Delaware limited liability company, and acknowledged the instrument to be his free act and deed/ for the uses and purposes mentioned in the instrument.

L Daniel  
Notary Public



My commission expires: AUGUST 19<sup>th</sup> 2022

**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
MDL Automation	United States	5399336	02/23/2018
MDL Bloodhound	United States	5203164	05/16/2017
Dispatch Master	United States	5030717	08/30/2016
Service Drive Concierge	United States	4558728	07/01/2014