

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM672824

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The ADT Security Corporation		08/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	True U, Inc.		
<b>Street Address:</b>	8350 S. Emerson Avenue, 100		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46237		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4685738	TRUE U	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3175071449		
<b>Email:</b>	mark@yourlawservice.com		
<b>Correspondent Name:</b>	Mark John Colucci		
<b>Address Line 1:</b>	3525 E. Carmel Dr.		
<b>Address Line 4:</b>	Carmel, INDIANA 46033		
<b>NAME OF SUBMITTER:</b>	Mark Colucci		
<b>SIGNATURE:</b>	/Mark Colucci/		
<b>DATE SIGNED:</b>	09/07/2021		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated as of the 30<sup>th</sup> day of August, 2021, is made by and between The ADT Security Corporation ("Assignor"), and True U, Inc., an Indiana corporation ("Assignee").

WHEREAS, on or about January 6, 2020, DEFENDERS, Inc. was acquired by ADT, Inc., which included all right, title, and interest in and to the trademark "True U" registered with the United States Patent and Trademark Office ("USPTO") under registration number 4685738 (the "Trademark"), and pursuant to which the Trademark was assigned to Assignor on February 6, 2020.

WHEREAS, the Trademark has been, at all times relevant hereto, used by Assignee with the agreement of DEFENDERS, Inc. (and/or its affiliates) and Assignor.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept the assignment from Assignor, all of Assignor's right, title, and interest in and to the Trademark together with the goodwill connected with the use of and symbolized by such Trademark, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademark. Subject to the terms and conditions set forth herein, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill associated therewith and symbolized thereby and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under the Trademark provided by any applicable law, treaty, or other international convention throughout the world (the "Acquired Rights"). Assignee assumes all of Assignor's liabilities, duties, and obligations arising from the Trademark, Acquired Rights and use thereof, and agrees to pay, perform, and discharge, when and as due, any and all such liabilities, duties, and obligations of Assignor ("Assumed Liabilities").
2. Deliverables. Upon execution of this Agreement, Assignor shall deliver to Assignee an assignment in the form of Exhibit A (the "Assignment") and duly executed by Assignor, transferring all of Assignor's right, title, and interest in and to the Acquired Rights to Assignee.
3. Further Assurances; Recordation.
  - (a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, and without limiting Section 3(a), Assignor shall execute and deliver to Assignee, at Assignee's expense, such assignments and other documents, certificates, and instruments of conveyance in a form reasonably suitable for filing with the USPTO and as reasonably necessary to record and perfect the Assignment, and to vest in Assignee all right, title, and interest in and to the Acquired Rights in accordance with applicable law. As between Assignor and Assignee, Assignee shall be responsible, at Assignee's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance.

4. Representations and Warranties. The USPTO records indicate Assignor is the registered owner of the Trademark. Assignor makes no other representations or warranties with respect to the Trademark or the Acquired Rights.

5. Indemnification.

(a) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(b) Assignee shall defend, indemnify, and hold harmless Assignor, and Assignor's successors, trustee, and assigns (each, a "Assignor Indemnified Party") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "Third-Party Claim") related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Assignee contained in this Agreement or any document to be delivered hereunder; or (ii) any Assumed Liabilities.

6. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City of Boca Raton and County of Palm Beach, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

RECORDED & INDEXED  
MAR 11 2008 11:58 AM  
STATE OF FLORIDA  
CLERK OF THE SUPREME COURT



IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

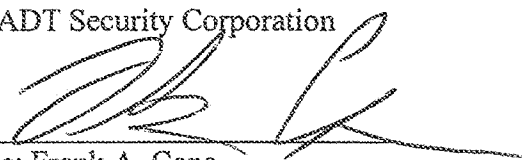
ASSIGNOR

The ADT Security Corporation

By:

Name: Frank A. Cona

Title: Attorney for Assignor

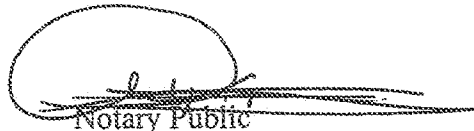


STATE OF FLORIDA )

)SS.

COUNTY OF PALM BEACH )

On the 30 day of Aug, 2021, before me personally appeared Frank Cona, 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 and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.



Notary Public

Printed Name: Debra Tucker

My Commission Expires: 5-5-25

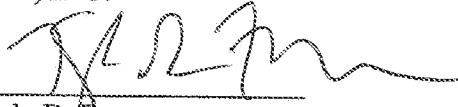


DEBRA K. TUCKER  
Commission # HH 111824  
Expires May 5, 2025  
Bonded Thru Budget Notary Services

AGREED TO AND ACCEPTED:

ASSIGNEE

TRUE U, INC.

By:   
Kyle DeFur  
President

STATE OF INDIANA )

)

)SS.

COUNTY OF Hamilton )

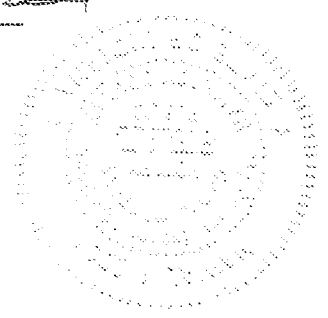
)

On the 3<sup>rd</sup> day of August, 2021, before me personally appeared Kyle DeFur, 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 True U, Inc., and acknowledged the instrument to be the free act and deed of True U, Inc. for the uses and purposes mentioned in the instrument.

Nawal A Issa

Notary Public

Printed Name:



My Commission Expires: 11-8-2025

NAWAL A ISSA  
NOTARY PUBLIC  
Hamilton County, State of Indiana  
Commission Number: 707431  
My Commission Expires 11/8/2025

## EXHIBIT A

### ASSIGNMENT OF TRADEMARK

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The ADT Security Corporation ("Assignor"), hereby assigns, transfers, and conveys to True U, Inc., an Indiana corporation ("Assignee"), pursuant to the Trademark Assignment Agreement dated as of the 30<sup>th</sup> day of August, 2021, by and between Assignor and Assignee, all of Assignor's right, title, and interest in and to "True U" registered with the United States Patent and Trademark Office ("USPTO") under registration number 4685738, together with the goodwill associated therewith and symbolized thereby and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing thereunder provided by any applicable law, treaty, or other international convention throughout the world.

Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Assignment of Trademark upon request by Assignee.



IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark to be executed on this 30th day of August, 2021 by its duly authorized officer.

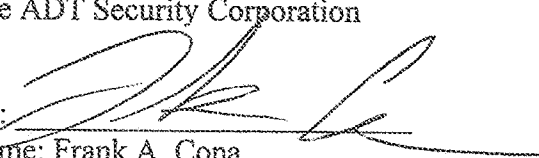
ASSIGNOR

The ADT Security Corporation

By:

Name: Frank A. Cona

Title: Attorney for Assignor



STATE OF FLORIDA

)

)SS.

COUNTY OF PALM BEACH

)

On the 30 day of Aug, 2021, before me personally appeared Frank Cona, 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 and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.



Notary Public

Printed Name: Debra Tucker

My Commission Expires: 5-5-2025

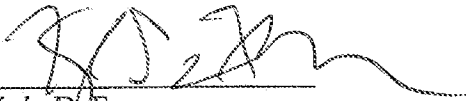


DEBRA K. TUCKER  
Commission # HH 111884  
Expires May 5, 2025  
Bonded thru Budget Notary Services

AGREED TO AND ACCEPTED:

ASSIGNEE

TRUE U, INC.

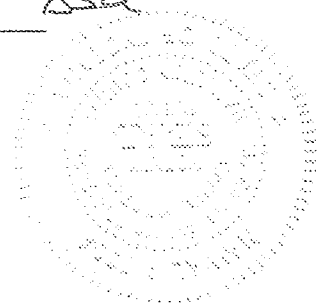
By:   
Kyle DeFur  
President

STATE OF INDIANA )  
 )SS.  
COUNTY OF Hamilton )

On the 30<sup>th</sup> day of August, 2021, before me personally appeared Kyle DeFur, 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 True U, Inc., and acknowledged the instrument to be the free act and deed of True U, Inc. for the uses and purposes mentioned in the instrument.

Nawal A Issa  
Notary Public  
Printed Name:

My Commission Expires: 11-8-2025



NAWAL A ISSA  
NOTARY PUBLIC  
Hamilton County, State of Indiana  
Commission Number: 707431  
My Commission Expires 11/8/2025