

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684013

<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>
Marco Protection Systems, LLC		07/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keystone Fire Protection Co.		
<b>Street Address:</b>	433 Industrial Drive		
<b>City:</b>	North Wales		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19454		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5549885	MARCO PROTECTION SYSTEMS, LLC	
<b>Registration Number:</b>	5549882	MARCO PROTECTION SYSTEMS, LLC	
<b>Registration Number:</b>	5540876		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<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>	8037992000		
<b>Email:</b>	meredith.ridley@nelsonmullins.com		
<b>Correspondent Name:</b>	John C. McElwaine		
<b>Address Line 1:</b>	301 S. College Street		
<b>Address Line 2:</b>	Suite 2300, IP Department		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	John C. McElwaine		
<b>SIGNATURE:</b>	/John C. McElwaine/		
<b>DATE SIGNED:</b>	10/27/2021		
<b>Total Attachments: 4</b>			
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**TRADEMARK AND INTELLECTUAL  
PROPERTY ASSIGNMENT**

This TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT (“**Assignment**”), dated July 1, 2021 (“**Effective Date**”), is by and between Marco Protection Systems, LLC, a Delaware limited liability company (“**Assignor**”) and Keystone Fire Protection Co., a Pennsylvania corporation (“**Assignee**”). Assignor and Assignee are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

**BACKGROUND**

A. Pursuant to that certain Agreement and Plan of Merger effective July 1, 2021 (“**Merger Agreement**”), by and among Assignor, Assignee, Communication Systems Integrators, LLC, a Delaware limited liability company (“**CSI**”), and KPI Group, LLC, a Pennsylvania limited liability company (“**KPI**” and together with Assignor and CSI, the “**Merged Entities**”), the Merged Entities, along with the Merged Entities’ service and trademarks, associated goodwill, and intellectual and other property, were merged with and into Assignee with the separate existence of the Merged Entities ceasing upon the effective date of the Merger Agreement.

B. Assignor is the owner of United States Trademark Registration Number 5549885 for “Marco Protection Systems, LLC & design”, United States Trademark Registration Number 5549882 for “Marco Protection Systems, LLC”, and United States Trademark Registration Number 5540876 for “Blue Flame design”. Collectively, the three trademarks listed above are referred to as the “**Registered Trademarks**” and are set forth on Schedule I attached.

C. Marco Protection Systems, LLC operates under the tradename “Marco Protection Systems, LLC A Keystone Fire and Security Company”, the common-law trademark and logo related thereto, and the goodwill associated therewith, a depiction of which is as set forth on Schedule I attached (collectively, the “**Common Law Mark**”).

D. All intellectual property of Assignor, including those assets listed in Section 7.b. of the Merger Agreement, the Registered Trademarks, and the Common Law Mark are collectively referred to in this Assignment as the “**Assignor IP**”.

E. As contemplated by the Merger Agreement, Assignor desires to assign, transfer, convey, and deliver to Assignee all of Assignor’s rights, title, and interest in and to the Assignor IP, and Assignee desires to accept the assignment of the Assignor IP, as further set forth in this Assignment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Merger Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

**AGREEMENT**

1. Assignor hereby irrevocably sells, assigns and transfers to Assignee all right, title and interest in and to the Assignor IP, including but not limited to any United States and foreign registrations for, applications to register, or renewal rights in, the Assignor IP, the right to obtain

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registrations of trademarks in the United States and throughout the world, the right to all proceeds associated with the Assignor IP, the right to sue and recover any and all damages and profits related to Assignor IP, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's name, together with the goodwill of the business that is symbolized by the Assignor IP.

2. Assignee hereby accepts the foregoing assignment of the Assignor IP.

3. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the Parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion and at Assignee's sole expense, to acquire, maintain, consolidate, confirm, vest and/or record Assignee's full and complete ownership of and title in the Assignor IP with, for example, the U.S. Patent and Trademark Office and equivalent foreign offices and with domain name registrars.

4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

6. This Assignment, along with the Merger Agreement, contains the entire agreement and understanding of the Parties relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the Parties relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by all of the Parties.

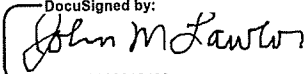
7. In case one or more of the provisions of this Assignment shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality or unenforceability. Should the amendment or modification of such provision be impossible, this Assignment shall be construed as if it never contained the invalid, illegal or unenforceable provision and such provision shall not affect any other provision of this Assignment.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any Party to this Assignment may deliver an executed copy of this Assignment by facsimile or electronic transmission to the other Party and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Assignment.

IN WITNESS WHEREOF, the Parties to this Trademark and Intellectual Property Assignment have duly executed it as of the Effective Date.

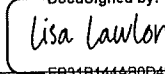
**ASSIGNOR:**

MARCO PROTECTION SYSTEMS, LLC

By:   
131B82093012489...  
John M. Lawlor, President



**ASSIGNEE:**

KEYSTONE FIRE PROTECTION CO.

By:   
E831B144AB0D420...  
Lisa Lawlor, President

SCHEDULE I

United States Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
	5549885	8/28/2018
MARCO PROTECTION SYSTEMS, LLC	5549882	8/28/2018
	5540876	8/14/2018

Common Law Mark



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