3103786

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM692375

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bass Security Services, Inc.		12/01/2021	Corporation: OHIO

RECEIVING PARTY DATA

Name: CBG Midwest, LLC	
Street Address:	3064 Salem Industrial Drive
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27127
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3103786	BASS SECURITY SERVICES, INC.
Registration Number:	3460152	BASS SECURITY
Registration Number:	3377176	В
Registration Number:	2577782	LOCKSMITH USA

CORRESPONDENCE DATA

4123556501 Fax Number:

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: 412-355-8332

Email: patricia.foley@klgates.com

Correspondent Name: Robert J. Sovesky Address Line 1: 210 Sixth Avenue Address Line 2: K&L Gates Center

Address Line 4: Pittsburgh, PENNSYLVANIA 15222-2613

NAME OF SUBMITTER:	Robert J. Sovesky	
SIGNATURE:	/Robert J. Sovesky/	
DATE SIGNED:	12/03/2021	

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment") is effective as of December 1, 2021 by and between Bass Security Services, Inc., an Ohio corporation (the "Assignor"), and CBG Midwest, LLC, a Delaware limited liability company (the "Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, ASSIGNOR hereby represents that it owns all rights, title, and interest in, to and under the trademarks and trademark applications identified in <u>Schedule A</u> attached (collectively, the "Trademarks").

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in, to and under the Trademarks, including any common law trademark rights thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, ASSIGNOR hereby irrevocably and unconditionally assigns, sells, transfers and sets over to the ASSIGNEE, its successors and assigns, free and clear of all liens and encumbrances, all rights, title and interest in, to and under the Trademarks, including any and all common law rights thereof, together with the goodwill associated therewith, and any renewals and extensions thereof that may hereafter be secured under the laws in effect in the United States or any other country of jurisdiction throughout the world, free and clear of all encumbrances, and the right to sue, make claims, and recover damages for any and all past, present and future infringements; said ASSIGNEE, its successors and assigns, to have, hold, exercise, and enjoy the Trademarks, with all the rights, powers, privileges and advantages in anywise arising from or appertaining thereto, for and during the term thereof, for the use and benefit of ASSIGNEE, in as ample and beneficial a manner to all intents and purposes as the ASSIGNOR might or could have held and enjoyed the same had this Trademark Assignment not been made.

ASSIGNOR hereby warrants and represents that it has the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that it will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

ASSIGNOR hereby authorizes and requests the appropriate governmental offices to record this Trademark Assignment, and to transfer the Trademarks to the ASSIGNEE as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment. Following the execution date, ASSIGNOR shall take such steps and actions, and provide such cooperation and assistance to ASSIGNEE and its successors, assigns, and legal representatives as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to ASSIGNEE. ASSIGNEE may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall by paid by ASSIGNEE.

This Assignment will be governed by the laws of the State of Ohio without giving effect to any choice or conflict of law principles of any jurisdiction.

The Parties agree to take any further actions and execute and further documents necessary to carry out the spirit and intent of this Assignment.

This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, ASSIGNOR has hereunto executed this Trademark Assignment as of the $\underline{1}^{st}$ day of December, 2021.

BASS SECURITY SERVICES, INC.

By: Doco Name: DALE 955 Title: Soi deal CEC

I have authority to bind ASSIGNOR.

AGREED TO AND ACCEPTED:

CBG MIDWEST, LLC

IN WITNESS WHEREOF, ASSIGNOR has hereunto executed this Trademark Assignment as of the 1^{st} day of December 2021.

BASS SECURITY SERVICES, INC	BASS	SECURITY	' SERVICES.	INC
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By: _____

Name: Dale Bass

Title: President and Chief Executive Officer

I have authority to bind ASSIGNOR.

AGREED TO AND ACCEPTED:

CBG MIDWEST, LLC

By:

Name: David Eisner

Title: Chief Financial Officer

TRADEMARK
REEL: 007517 FRAME: 0115

RECORDED: 12/03/2021