

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Definitive Computer Services, Inc.		07/29/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Slappey Communications, LLC		
Street Address:	5700 Granite Parkway		
Internal Address:	Granite Park II, Suite 435		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88202965	VALA SECURE V	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	12149224135		
Email:	rcain@hallettperrin.com		
Correspondent Name:	Julie A Smith		
Address Line 1:	1445 Ross Avenue		
Address Line 2:	Suite 2400		
Address Line 4:	Dallas, TEXAS 75202		
NAME OF SUBMITTER:	Julie A. Smith		
SIGNATURE:	/Julie A. Smith/		
DATE SIGNED:	08/22/2022		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this “*Assignment*”) is made and entered into as of July 29, 2022 but effective for all accounting and financial purposes as of July 31, 2022, by and between **Definitive Computer Services, Inc.**, a Texas corporation (“*Assignor*”), and **Slappey Communications, LLC**, a Texas limited liability company (“*Assignee*”).

RECITALS:

A. Assignor owns the entire right, title and interest in and to the registered trademark more particularly described on Schedule A attached hereto and incorporated by reference herein (the “*Trademark*”).

B. Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all right, title and interest of Assignor in and to the Trademark pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee, among others (the “*Purchase Agreement*”).

C. Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement.

AGREEMENT:

Now, therefore, in consideration of the premises and of the mutual promises, covenants and agreements set forth in this Assignment and in the Purchase Agreement, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignment. If and to the extent not previously conveyed by the Purchase Agreement or the Bill of Sale, Assignment and Assumption Agreement executed and delivered in connection therewith, by this Assignment, Assignor conveys, assigns, transfers and delivers to Assignee, and Assignee accepts and acquires from Assignor, Assignor’s entire and undivided right, title and interest in and to the Trademark, together with all the associated goodwill of its business symbolized by the Trademark, and all applications and registrations of the Trademark, and any and all existing marketing, services, and other operating manuals, memoranda, guidelines and other standards or instructions related to the Trademark, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, including infringement of the Trademark, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee’s own name and the names of Assignee’s successors, assigns or other legal representatives.

2. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

2. Registration. Assignor authorizes and requests that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Trademark and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademark.

3. No Conflict. This Assignment is subject to the terms and conditions of the Purchase Agreement, and nothing contained herein shall be deemed to modify, alter or amend the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will govern.

4. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and permitted assigns.

6. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by Assignor and Assignee.

7. Attorney in Fact. Assignor hereby constitutes and appoints Assignee as the true and lawful attorney in fact of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the assets or rights conveyed in by this Assignment and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the assets and rights conveyed by this Assignment; (c) to defend or compromise any or all actions or proceedings in respect of any of the assets and rights conveyed by this Assignment; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee deems desirable. Assignor acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Assignor and Assignee need not execute the same counterpart. This Assignment shall be effective upon delivery of original signature pages or facsimile copies (or copies transmitted by portable data format (pdf) file) thereof executed by Assignor and Assignee.

(Signature pages follow.)

Assignor has caused its duly authorized representative to execute this Assignment as of the date written above.

ASSIGNOR:

DEFINITIVE COMPUTER SERVICES, INC.,
a Texas corporation

By: 
Name: Brad Garland
Title: Chief Executive Officer

ASSIGNEE:

SLAPPEY COMMUNICATIONS, LLC,
a Texas limited liability company

By: _____
Name: David J. Hook
Title: President

Assignor has caused its duly authorized representative to execute this Assignment as of the date written above.

ASSIGNOR:

DEFINITIVE COMPUTER SERVICES, INC.,
a Texas corporation


By: _____
Name: Brad Garland
Title: Chief Executive Officer

ASSIGNEE:

SLAPPEY COMMUNICATIONS, LLC,
a Texas limited liability company

By: _____
Name: David J. Hook
Title: President

SCHEDULE A
TRADEMARK

Trademark:	Jurisdiction:	Registration Date:	Serial No. / Registration No.:
 The logo features a stylized, three-dimensional 'V' shape on the left, composed of parallel lines. To its right, the word 'VALA' is written in a large, bold, sans-serif font, with 'SECURE' in a smaller, spaced-out font directly below it.	United States	August 6, 2019	88202965/5830350