

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guardian Of Georgia, Inc. d/b/a Ackerman Security Systems		07/08/2022	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	INTRUSION PROTECTION SYSTEMS, INC.		
Also Known As:	LivSmart		
Street Address:	5 LONGEVITY DRIVE		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89014		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	90832465	A ACKERMAN SOLAR	
Serial Number:	90832458	ACKERMAN SOLAR	
Serial Number:	87701029	PRODIGY SMART HOME	
Serial Number:	86350111	SECONDS COUNT	
Serial Number:	86187666	ACKERMAN	
Serial Number:	75410652	THE SIGN OF REAL SECURITY	
Serial Number:	75410651	THE SIGN OF REAL SECURITY	
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:	8016877472		
Email:	sbaird@masterworksip.com		
Correspondent Name:	Samuel Randal Baird		
Address Line 1:	10725 Elfstrom Ave		
Address Line 4:	Las Vegas, NEVADA 89166		
NAME OF SUBMITTER:	Samuel Baird		

OP \$190.00 90832465

SIGNATURE:	/Samuel Baird/
DATE SIGNED:	09/15/2022
Total Attachments: 8 source=Signed- Trademark Assignment Agreement#page1.tif source=Signed- Trademark Assignment Agreement#page2.tif source=Signed- Trademark Assignment Agreement#page3.tif source=Signed- Partial Release of Liens and Security Interests#page1.tif source=Signed- Partial Release of Liens and Security Interests#page2.tif source=Signed- Partial Release of Liens and Security Interests#page3.tif source=Signed- Partial Release of Liens and Security Interests#page4.tif source=Signed- Partial Release of Liens and Security Interests#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into as of the last date of signature below (the "Effective Date") by and between **GUARDIAN OF GEORGIA, LLC d/b/a Ackerman Security Systems**, a Georgia limited liability company with a principal place of business at 7585C Ponce de Leon Circle, Atlanta, Georgia 30340 ("Assignor"), and **INTRUSION PROTECTION SYSTEMS, INC.**, a Nevada corporation with a principal place of business at 5 Longevity Drive, Henderson, Nevada, 89014 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the federal and state trademarks identified in Exhibit A to this Trademark Assignment Agreement, all hereinafter referred to as "the Marks."

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks and their federal and state trademark registrations;

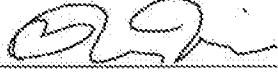
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as set forth below.

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Marks, together with the goodwill of the business associated with and symbolized by the Marks.
2. Assignor also hereby assigns, transfers and conveys to Assignee all claims for damages for reason of past infringement of the Marks, as well as the right to sue for and collect same for its own use and enjoyment.
3. Assignor authorizes the empowered officials of the United States Patent and Trademark Office to record the transfer of the registration for the Marks.
4. This Agreement may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.
5. This Agreement and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.
6. The parties agree to execute any other documents and to take any other actions as necessary to effectuate the terms of this Agreement.
7. In the event any provision of this Agreement is deemed invalid, the remaining valid portions of the Agreement shall remain unaffected and the Agreement shall be enforced so as to best carry out its intent and purpose.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have each executed or caused to be executed this Agreement below by their duly authorized representatives.

GUARDIAN OF GEORGIA, LLC (Assignor)

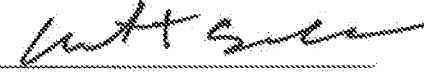
By: 

Name: Barak Tulin

Title: Chief Restructuring Officer

Date: July 8, 2022

INTRUSION PROTECTION SYSTEMS, INC. (Assignee)

By: 

Name: Kit Tyson Searle

Title: President

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT AGREEMENT**

UNITED STATES TRADEMARKS

APPLICATION SERIAL NO.	REGISTRATION NO.	MARK
90832465		A ACKERMAN SOLAR (STYLIZED LETTERS)
90832458		ACKERMAN SOLAR
87701029	6547924	PRODIGY SMART HOME
86350111	4887643	SECONDS COUNT
86187666	4662283	ACKERMAN
75410652	2258074	THE SIGN OF REAL SECURITY
75410651	2258073	THE SIGN OF REAL SECURITY

STATE OF GEORGIA TRADEMARKS

REGISTRATION NO.	MARK
S-20692	SECONDS COUNT
S-20630	SECONDS COUNT
S-22497	ACKERMAN SECURITY SYSTEM
S-12320	SECURITY BY ACKERMAN & DESIGN
S-16867	THE SIGN OF REAL SECURITY
S-23507	ACKERMAN TECHNOLOGY GROUP
S-22568	ACKERMAN SECURITY SYSTEM

PARTIAL RELEASE OF LIENS AND SECURITY INTERESTS

This **PARTIAL RELEASE OF LIENS AND SECURITY INTERESTS** (this "*Partial Release*"), dated as of July 8, 2022, is executed by **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for itself and the Lenders (as defined below) (together with its successors and assigns in such capacity, the "*Administrative Agent*") in favor of **INTRUSION PROTECTION SYSTEMS, INC.**, a Nevada corporation (the "*Buyer*").

A. Atlantic Acquireco LLC, a Delaware limited liability company ("*Parent*"), Guardian of Georgia, LLC, a Georgia limited liability company ("*Guardian*"), as a borrower, Prodigy Smart Home LLC, a Delaware limited liability company ("*Prodigy*"), as a borrower, certain other persons joined thereto as a "*Credit Party*" from time to time (such persons, together with Parent, Guardian and Prodigy, each an "*Obligor*"), certain lenders party thereto from time to time (the "*Lenders*") and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement, dated on or about December 23, 2016 (as the same has been or may hereafter be amended, restated, replaced, refinanced or modified from time to time, the "*Credit Agreement*"), and certain other agreements, documents and instruments relating thereto or executed in connection therewith (such agreements, documents and instruments, as the same have been or may hereafter be amended, restated, replaced, refinanced or modified from time to time, together with the Credit Agreement, are collectively referred to herein as the "*Financing Documents*");

B. Buyer and Guardian have entered into that certain Asset Purchase Agreement and the other documentation contemplated thereunder (as such Asset Purchase Agreement and such other documentation may be amended, restated, amended and restated or otherwise modified from time to time, collectively, the "*Purchase Agreement*") whereby Guardian has agreed to sell, and Buyer has agreed to buy, certain assets as described on Schedule I hereto (the "*Released Assets*"); and

C. The Lenders have authorized the Administrative Agent to release any Lien (as defined in the Credit Agreement) held by the Administrative Agent for itself and on behalf of the Secured Parties (as defined in the Credit Agreement) under any Loan Document (as defined in the Credit Agreement) on or with respect to the Released Assets that are sold or otherwise disposed of or transferred from time to time pursuant to the Purchase Agreement.

PARTIAL RELEASE

1. **Partial Release.** The Administrative Agent for itself and on behalf of the Secured Parties (as defined in the Credit Agreement) hereby agrees that effective upon the Administrative Agent's receipt of \$350,000.00 (the "*Partial Prepayment Amount*") in immediately available funds in accordance with the wiring instructions set forth below not later than July 8, 2022, any and all security interests and/or liens that they may hold in the Released Assets, including any and all security interest and/or Lien rights asserted under the Loan Documents, will be released and forever discharged with respect to the Released Assets. The foregoing release shall not constitute a release or discharge of any Lien or security interest that the Administrative Agent may now or hereafter have in any assets or property (other than solely with respect to the Released Assets), including the payment contemplated hereunder, and all such unreleased Liens and security interests shall continue in full force and effect. The Administrative Agent shall be irrevocably authorized to apply the Partial Prepayment Amount against the outstanding Obligations (as defined in the Credit Agreement) in accordance the waterfall priority provisions of the Agreement Among Lenders (as defined in the Credit Agreement) (or in such other manner as the Lenders may elect to agree among themselves).

Bank Name: Capital One, N.A.
ABA No: 065000090
Account No: 21100-10002131-38395
Account Name: Agency Clearing
Reference: 70174412 Guardian of Georgia

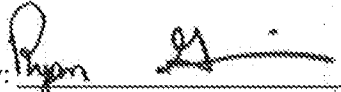
2. **Governing Law and Miscellaneous.** This Partial Release shall be governed by and construed in accordance with the laws of the State of New York, AND ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS PARTIAL RELEASE SHALL BE BROUGHT IN THE COURTS LOCATED IN THE CITY, COUNTY AND STATE OF NEW YORK, BOROUGH OF MANHATTAN. ANY RIGHT TO A JURY TRIAL SHALL BE WAIVED IN CONNECTION WITH ANY MATTER ARISING UNDER OR RELATING TO THIS PARTIAL RELEASE. This Partial Release may be executed in one or more counterparts (including by use of electronic signatures), and any signature delivered by electronic transmission shall be legally binding the same as if an original signature page had been delivered. The Obligors hereby ratify and confirm that the Financing Documents remain in full force and effect (except by operation of any release of collateral pursuant to this Partial Release) and that their respective obligations thereunder remain performable in accordance with terms of the Financing Documents, without setoff, defense, counterclaim or claims in recoupment (all of which are hereby waived).

3. **RELEASE.** EACH OBLIGOR HEREBY ABSOLUTELY AND UNCONDITIONALLY RELEASES AND FOREVER DISCHARGES ADMINISTRATIVE AGENT AND EACH LENDER, AND ANY AND ALL PARTICIPANTS, PARENTS, SUBSIDIARIES, AFFILIATES, INSURERS, INDEMNITORS, PREDECESSORS, SUCCESSORS AND ASSIGNS THEREOF, TOGETHER WITH ALL OF THE PRESENT AND FORMER DIRECTORS, OFFICERS, ATTORNEYS, AGENTS AND EMPLOYEES OF ANY OF THE FOREGOING, FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION OF ANY KIND, NATURE OR DESCRIPTION, WHETHER ARISING IN LAW OR EQUITY OR UPON CONTRACT OR TORT OR UNDER ANY STATE OR FEDERAL LAW OR OTHERWISE BUT ONLY TO THE EXTENT ARISING UNDER, ON ACCOUNT OF OR IN CONNECTION WITH THE LOANS (AS DEFINED IN THE CREDIT AGREEMENT) AND/OR THE FINANCING DOCUMENTS, WHICH ANY SUCH OBLIGOR HAS HAD, NOW HAS OR HAS MADE CLAIM TO HAVE AGAINST ANY SUCH PERSON FOR OR BY REASON OF ANY ACT, OMISSION, MATTER, CAUSE OR THING WHATSOEVER ARISING FROM THE BEGINNING OF TIME TO AND INCLUDING THE DATE HEREOF, WHETHER SUCH CLAIMS, DEMANDS AND CAUSES OF ACTION ARE MATURED OR UNMATURED OR KNOWN OR UNKNOWN, **INCLUDING, WITHOUT LIMITATION, ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN WHOLE OR PART FROM THE NEGLIGENCE OR STRICT LIABILITY OF ADMINISTRATIVE AGENT, ANY LENDER OR ANY OTHER PARTY PURPORTED TO BE RELEASED HEREBY.**

[Signature Page Follows]

This Partial Release has been executed as of the date first written above.

**CAPITAL ONE, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT**

By: 
Name: Ryan Guenin
Title: Duly Authorized Signatory

Acknowledged and agreed:

GUARDIAN OF GEORGIA, LLC

DocuSigned by:
Richard W. Perry
By: 84C43D831A8884CC
Name: Richard W. Perry
Title: President

PRODIGY SMART HOME LLC

DocuSigned by:
Richard W. Perry
By: 84C43D831A8884CC
Name: Richard W. Perry
Title: President

ATLANTIC ACQUIRECO LLC

DocuSigned by:
Richard W. Perry
By: 84C43D831A8884CC
Name: Richard W. Perry
Title: Manager

SCHEDULE I

"Released Assets" means all right, title and interest in and to the following specified assets of the Obligors acquired, or to be acquired, pursuant to the Purchase Agreement, as in effect on the date hereof:

1. All Guardian's rights in intellectual property associated with the Ackerman Security name, which shall include, trademarks, designs, logos, copyrights, signs, advertising strategies/systems, naming rights, and all dbas, any other intellectual property associated with the Ackerman Security name.
2. The telephone number(s) set forth in Schedule 2.2 of the Purchase Agreement.
3. Any and all websites and, social media accounts, held or operated by Seller, this would include, but is not limited to the website(s), Instagram, and YouTube accounts.
4. All of Guardian's hardware and accessories for twenty-five (25) workstations. This shall include, desks, chairs, monitors, computers, headsets and any other currently used hardware by current call center employees.