

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLACK & DECKER (U.S.) INC.		07/22/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Securitas Electronic Security, Inc.		
Street Address:	8350 Sunlight Drive		
City:	Fishers		
State/Country:	INDIANA		
Postal Code:	46037		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2796276	SPACETRAX	
CORRESPONDENCE DATA			
Fax Number:	7144277799		
<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:	714-427-7000		
Email:	ipocdocket@swlaw.com		
Correspondent Name:	Deborah A. Gubernick		
Address Line 1:	600 Anton Blvd.		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	77878.10100		
NAME OF SUBMITTER:	Deborah A. Gubernick		
SIGNATURE:	/dag/		
DATE SIGNED:	11/16/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Assignment**”) is dated as of July 22, 2022 (the “**Effective Date**”) by and between Black & Decker (U.S.) Inc., a Maryland corporation with address at 701 East Joppa Road, Towson, Maryland 21286 (“**Assignor**”), and Securitas Electronic Security, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings specified in the Acquisition Agreement.

WHEREAS, Stanley Black & Decker, Inc. (“**Seller**”) and Securitas AB (“**Purchaser**”) have entered into an Acquisition Agreement, dated as of December 8, 2021 (as amended from time to time by the parties thereto, the “**Acquisition Agreement**”), pursuant to which, on the Effective Date, Purchaser has acquired and assumed the Target Companies’ Equity Interests, the Transferred Assets and the Assumed Liabilities (in each case, as defined in the Acquisition Agreement);

WHEREAS, under the terms of the Acquisition Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, the Transferred Intellectual Property (as defined in the Acquisition Agreement), and Assignor, an Affiliate of Seller and the owner of certain Transferred Intellectual Property, has agreed to execute and deliver to Assignee, an Affiliate of Purchaser, this Assignment, for recording with the United States Patent and Trademark Office and other governmental offices;

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following, except as would otherwise constitute an Excluded Asset (the “**Assigned IP**”):

(a) the trademark registrations and applications therefor set forth on Schedule 1 hereto, together with the goodwill associated therewith;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor

shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Acquisition Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Acquisition Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof, the terms and conditions of the Acquisition Agreement shall govern.


4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by email or other electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Assignment.

5. Governing Law. This Assignment and any dispute arising out of or relating to or in connection with this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any choice-of-laws or conflict-of-laws provisions thereof that would require the application of any other Law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

Black & Decker (U.S.) Inc.

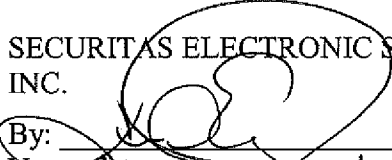
By: 

Name: Donald J. Riccitelli

Title: Assistant Secretary

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

SECURITAS ELECTRONIC SECURITY,
INC.
By: 
Name: Kevin Engelhardt
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007896 FRAME: 0259

SCHEDULE 1

ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Status	App. No.	Reg. No.	Date Filed	Registration Date
SPACETRAX	United States of America	Registered	78/177,087	2796276	Oct 22, 2002	Dec 16, 2003