

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STANLEY SECURITY SOLUTIONS, INC.		07/18/2022	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	SecurityCo Solutions, Inc.		
Street Address:	8350 Sunlight Drive		
City:	Fishers		
State/Country:	INDIANA		
Postal Code:	46037		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2687225	INTIVID SOLUTIONS	
Registration Number:	2689719	CHAIR SENTRY	
Registration Number:	2641623	UMP	
Registration Number:	2763130	BED SENTRY	
Registration Number:	2887258	BASIC-CHECK	
Registration Number:	2887257	CLASSIC-CHECK	
Registration Number:	2020660	B	
Registration Number:	1420895	SENSORMAT	
Registration Number:	2383109	POTTY-CHECK	
Registration Number:	4538707	MICROMATE	
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		

CH \$265.00 2687225

Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	77878.00001
NAME OF SUBMITTER:	Deborah A. Gubernick
SIGNATURE:	/dag/
DATE SIGNED:	11/18/2022
Total Attachments: 6 source=77878.00001 - SSSI to SecurityCo Executed Assignment#page1.tif source=77878.00001 - SSSI to SecurityCo Executed Assignment#page2.tif source=77878.00001 - SSSI to SecurityCo Executed Assignment#page3.tif source=77878.00001 - SSSI to SecurityCo Executed Assignment#page4.tif source=77878.00001 - SSSI to SecurityCo Executed Assignment#page5.tif source=77878.00001 - SSSI to SecurityCo Executed Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment Agreement”) is dated as of July 18, 2022, by and between Stanley Security Solutions, Inc., an Indiana corporation with address at 75 Portsmouth Blvd., Suite 220, Portsmouth, New Hampshire 09801 (“Assignor”), and SecurityCo Solutions, Inc., a Delaware Corporation with address at 8350 Sunlight Drive, Fishers, Indiana 46037 (“Assignee”). Capitalized terms used but not defined herein shall have the meanings specified in the Acquisition Agreement (as defined below).

WHEREAS, pursuant to that certain Acquisition Agreement, dated as of December 8, 2021 (as amended, supplemented or otherwise modified from time to time, the “Acquisition Agreement”), by and between Stanley Black & Decker, Inc., a company incorporated under the laws of the State of Connecticut (“Seller”), and Securitas AB, a public limited company organized under the laws of Sweden (“Purchaser”), Assignor and Assignee, among others, have entered into that certain Contribution Agreement, dated as of April 1, 2022 (as amended, supplemented or otherwise modified from time to time, the “Contribution Agreement”), pursuant to which, effective immediately prior to the Closing (but prior to the completion of the SecurityCo Contribution (as defined in the Contribution Agreement)), Assignee shall accept all right, title and interest in and to the Subject Assets (as defined in the Contribution Agreement) of Assignor;

WHEREAS, in furtherance of the SSSI Contribution (as defined in the Contribution Agreement), pursuant to Section 6.13 of the Acquisition Agreement, the parties hereto wish to effectuate the Assignment (as defined below); and

WHEREAS, Assignor has agreed to execute and deliver this Assignment Agreement, 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. Effective as of completion of the SSSI Contribution (as defined in the Contribution Agreement) (the “Effective Time”), Assignor shall irrevocably contribute, transfer, convey, assign and deliver to Assignee, and Assignee shall accept, all of Assignor’s right, title, and interest in and to the following, in each case, except as would otherwise constitute an Excluded Asset (the “Assigned IP”, and such assignment, the “Assignment”):

(a) the patents and patent applications (including provisional applications) set forth on Schedule 1 hereto, including all divisions, continuations, continuations-in-part, or renewals thereof, as well as each and any right to priority arising therefrom;

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

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Time, 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 Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Assignment Agreement upon request by Assignee. Following the Effective Time 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 (including to any assignee or successor of Assignee).

3. Terms of the Acquisition Agreement. The parties hereto acknowledge and agree that this Assignment Agreement 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 Agreement 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 Agreement by email or other electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Assignment Agreement.

5. Governing Law. This Assignment Agreement and any dispute arising out of or relating to or in connection with this Assignment 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, the undersigned have duly executed and delivered this Assignment Agreement as of the date first above written.

Stanley Security Solutions, Inc.

By: 
Name: Donald J. Riccitelli
Title: Assistant Secretary

SecurityCo Solutions, Inc.

By: 
Name: Donald J. Riccitelli
Title: Assistant Secretary

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Status	Country Name	Application No.	Patent No.
Method and apparatus for alarm volume control using pulse width modulation	Issued	United States of America	10/876,012	7079036

ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Status	App. No.	Reg. No.	Date Filed	Reg. Date
B & checkmark design	Canada	Registered	1,030,659	TMA543315	Sep 30, 1999	Apr 2, 2001
B & checkmark design	United States of America	Registered	75/019,735	2020660	Oct 16, 1995	Dec 3, 1996
BASIC-CHECK (word)	Mexico	Registered	607753	810391	Jun 30, 2003	Oct 17, 2003
BASIC-CHECK (word)	United States of America	Registered	76/479,335	2887258	Dec 31, 2002	Sep 21, 2004
BED SENTRY (word)	United States of America	Registered	76/010,895	2763130	Mar 28, 2000	Sep 16, 2003
BED-CHECK	European Union	Registered	342741	342741	Jul 16, 1996	Jun 19, 1998
BED-CHECK	United Kingdom	Registered	342741	UK00900342741	Jul 16, 1996	Jun 19, 1998
BED-CHECK (with B and checkmark Design)	European Union	Registered	342725	342725	Jul 16, 1996	Jun 19, 1998
BED-CHECK (with B and checkmark Design)	United Kingdom	Registered	342725	UK00900342725	Jul 16, 1996	Jun 19, 1998
BED-CHECK (word)	Canada	Registered	1,030,670	TMA543460	Sep 30, 1999	Apr 5, 2001
CHAIR SENTRY (word)	United States of America	Registered	76/010,894	2689719	Mar 28, 2000	Feb 25, 2003
CHAIR-CHECK (word)	Canada	Registered	1,030,662	TMA543316	Sep 30, 1999	Apr 2, 2001
CLASSIC-CHECK (word)	European Union	Registered	3248234	3248234	Jun 30, 2003	Nov 11, 2004
CLASSIC-CHECK (word)	United Kingdom	Registered	3248234	UK00903248234	Jun 30, 2003	Nov 11, 2004

Mark	Country	Status	App. No.	Reg. No.	Date Filed	Reg. Date
CLASSIC-CHECK (word)	United States of America	Registered	76/479,334	2887257	Dec 31, 2002	Sep 21, 2004
INTIVID SOLUTIONS (word)	United States of America	Registered	76/200,079	2687225	Jan 26, 2001	Feb 11, 2003
MICROMATE	United States of America	Registered	85/726,251	4538707	Sep 11, 2012	May 27, 2014
POTTY-CHECK (word)	Canada	Registered	1,030,663	TMA545483	Sep 30, 1999	May 23, 2001
POTTY-CHECK (word)	United States of America	Registered	75/803,141	2383109	Sep 20, 1999	Sep 5, 2000
SENSORMAT (word)	Canada	Registered	1,030,664	TMA545482	Sep 30, 1999	May 23, 2001
SENSORMAT (word)	United States of America	Registered	73/388,398	1420895	Sep 24, 1982	Dec 16, 1986
SONITROL (word)	France	Registered	321637	1708226	Nov 27, 1991	Nov 27, 1991
UMP (word)	United States of America	Registered	76/010,896	2641623	Mar 28, 2000	Oct 29, 2002