

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intrado Corporation		12/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Intrado Life & Safety, Inc.		
Street Address:	1601 Dry Creek Drive		
City:	Longmont		
State/Country:	COLORADO		
Postal Code:	80503		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4086372	A9-1-1	
Registration Number:	4727966	A9C	
Registration Number:	4177346	ADVANCED 9-1-1	
Registration Number:	4283762	ALERTFIRST	
Registration Number:	4219477	EMERGENCY ASSIST	
Registration Number:	4890068	INTRADO	
Registration Number:	4341074	MAPFLEX 911	
Registration Number:	4283056	MAPSAG	
Registration Number:	4692093	OTT29-1-1	
Registration Number:	5112968	POWER LOCATE	
Registration Number:	4653990	POWEROPS	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	PTO-KC@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		

CH \$290.00 4086372

ATTORNEY DOCKET NUMBER:	15116.10319
NAME OF SUBMITTER:	Olivia Miller
SIGNATURE:	/Olivia Miller/
DATE SIGNED:	01/03/2023

Total Attachments: 6

source=4862-9709-7286.2 U.S. Trademark Assignment Agreement - Intrado Corporation to Intrado Life Safety Inc#page1.tif

source=4862-9709-7286.2 U.S. Trademark Assignment Agreement - Intrado Corporation to Intrado Life Safety Inc#page2.tif

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is entered into as of December 29, 2022, by and between Intrado Corporation, a Delaware corporation, having a place of business at 11650 Miracle Hills Drive, Omaha, NE 68154 (“Assignor”), and Intrado Life & Safety, Inc., a Delaware corporation, having a place of business at 1601 Dry Creek Drive, Longmont, CO 80503 (“Assignee”).

WHEREAS, Assignor is the owner of all right, title, and interest in and to the pending and registered trademarks listed on the attached Exhibit A (the “Trademarks”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all right, title, and interest in and to the Trademarks, including any and all goodwill associated with the Trademarks, and certain rights relating thereto.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. Trademark Assignment. Assignor hereby irrevocably and unconditionally assigns, transfers, sells, and conveys to Assignee any and all of its right, title, and interest in and to the Trademarks, including all goodwill associated therewith, and all rights (a) to all future income, royalties, license fees and other proceeds and payments deriving from the Trademarks, (b) to sue and recover and retain damages and profits and other equitable relief for past, present and future infringement, misappropriation, or other violation of any of the Trademarks, and rights of protection of interest therein (including to prosecute, register, maintain and defend the Trademarks before any public or private agency, office or registrar) and (c) to claim priority based on the Trademarks under the applicable laws of any jurisdiction or country and/or under international conventions or treaties. The Trademarks shall be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made. For the avoidance of doubt, the above assignment is deemed to be to a successor to the business of Assignor, or portion thereof to which the Trademarks pertain, and such business is ongoing and existing, in accordance with 15 U.S.C. § 1060(a)(1).

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks in the United States Patent and Trademark Office, and the empowered officials of all other agencies or governments in any applicable foreign countries, to record Assignee as the assignee of all of Assignor’s right, title and interest in and to the Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

3. Further Assurances. Assignor covenants, agrees, and undertakes, upon the reasonable request of Assignee and at Assignee’s expense, to take such actions and to execute such assignments, lawful oaths, and other papers which Assignee may reasonably deem necessary for securing to Assignee or for maintaining for Assignee any and all of the Trademarks.

4. Provision of Requested Information. Assignor agrees, upon Assignee's reasonable request and at the expense of Assignee or a legal representative thereof, to supply reasonable information and evidence of which the Assignor has knowledge or possession relating to the Trademarks, and to testify in any legal proceeding relating thereto.

5. No Representations or Warranties. Without limiting the terms of any other agreement between the parties, this Trademark Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

6. Counterparts. This Trademark 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 Trademark Assignment by facsimile, pdf or other electronic method (including DocuSign) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

7. Governing Law; Jurisdiction and Forum; Waiver of Jury Trial.

(a) This Trademark Assignment, and all proceedings (whether based on contract, tort or otherwise) arising out of or relating to this Trademark Assignment or the actions of the parties in the negotiation, administration, performance and enforcement hereof, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In addition, each of the parties hereto irrevocably (i) submits to the personal jurisdiction of the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such dispute, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such dispute, any Delaware State court sitting in New Castle County, in the event any dispute (whether in contract, tort or otherwise) arises out of this Trademark Assignment or the transactions contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) waives any objection to the laying of venue of any Action relating to this Trademark Assignment or the transactions contemplated hereby in such court, (iv) waives and agrees not to plead or claim in any such court that any Action relating to this Trademark Assignment or the transactions contemplated hereby brought in any such court has been brought in an inconvenient forum and (v) agrees that it will not bring any Action relating to this Trademark Assignment or the transactions contemplated hereby in any court other than the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such Action, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such Action, any Delaware State court sitting in New Castle County.

(b) EACH PARTY TO THIS TRADEMARK ASSIGNMENT WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HEREWITH OR THE ADMINISTRATION HEREOF OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED HEREIN. NO PARTY TO THIS TRADEMARK ASSIGNMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS TRADEMARK ASSIGNMENT OR RELATED INSTRUMENTS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS TRADEMARK ASSIGNMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS TRADEMARK ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 7. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 7 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

8. Amendment; Waiver. This Trademark Assignment may not be modified or amended, except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party to this Trademark Assignment may, only by an instrument in writing, waive compliance by the other party to this Trademark Assignment with any term or provision of this Trademark Assignment on the part of such other party to this Trademark Assignment to be performed or complied with. The waiver by any party to this Trademark Assignment of a breach of any term or provision of this Trademark Assignment shall not be construed as a waiver of any subsequent breach. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Assignment. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any party hereto may assign or otherwise transfer (by operation of law or otherwise) its rights and obligations under this Trademark Assignment, in whole or in part, without the consent of the other parties in connection with the sale of all or any portion of its assets to which this Trademark Assignment relates, in connection with the merger or consolidation of such party, to an Affiliate or as a pledge of its interests hereunder to a lender as collateral security. Except as provided in this Section 9, no party hereto may assign or otherwise transfer (by operation of law or otherwise) any of its rights or obligations under this Trademark Assignment (in whole or in part) to any Person without the advance written consent of the other parties, and any attempt to do so shall be null and void.

10. Severability. If any term, provision, covenant or restriction of this Trademark Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or

unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Trademark Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such a determination, the parties shall negotiate in good faith to modify this Trademark Assignment so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11. Entire Agreement. This Trademark Assignment (including the exhibit hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede any prior discussion, correspondence, negotiation, proposed term sheet, letter of intent, agreement, understanding or arrangement, whether oral or in writing.

12. Certain Definitions. Capitalized terms used in this Trademark Assignment shall have the meaning set forth in the recitals or preamble above, as set forth below in this Section 12, or, as set forth anywhere in this Trademark Assignment.

(a) “Action” shall mean any judicial or administrative investigation, claim, action, suit, arbitration, complaint, litigation or other proceeding whether civil or criminal, at law or in equity, by or before any Governmental Entity.

(b) “Affiliate” means, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls, is controlled by or is under common control with such Person.

(c) “Governmental Entity” shall mean any foreign, domestic, supranational, federal, territorial, state, provincial or local governmental entity, quasi-governmental entity, court, tribunal, judicial or arbitral body, commission, board, bureau, agency or instrumentality, or any regulatory, administrative or other department, agency or any political or other subdivision, department or branch of any of the foregoing.


(d) “Person” shall mean an individual, partnership (general or limited), corporation, limited liability company, joint venture, association or other form of business organization (whether or not regarded as a legal entity under applicable law), trust or other entity or organization, including a Governmental Entity or works council.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment by their authorized representatives as of the date first set forth above.

ASSIGNOR:

INTRADO CORPORATION

By: 

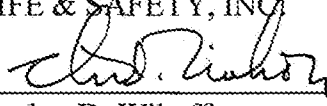
Name: Christopher D. Wikoff

Title: Treasurer

Date: December 29, 2022

ASSIGNEE:

INTRADO LIFE & SAFETY, INC

By: 

Name: Christopher D. Wikoff

Title: Treasurer

Date: December 29, 2022

TRADEMARK

REEL: 007936 FRAME: 0601

Exhibit A

Trademarks

Trademark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
A9-1-1	United States	85/182,610	Nov. 22, 2010	4,086,372	Jan. 17, 2012
A9C	United States	85/606,243	April 24, 2012	4,727,966	April 28, 2015
ADVANCED 9-1-1	United States	85/523,808	Jan. 24, 2012	4,177,346	July 17, 2012
ALERTFIRST	United States	85/454,668	Oct. 24, 2011	4,283,762	Jan. 29, 2013
EMERGENCY ASSIST	United States	85/484,810	Dec. 1, 2011	4,219,477	Oct. 2, 2012
INTRADO	United States	86/245,011	April 7, 2014	4,890,068	Jan. 19, 2016
MAPFLEX 911	United States	85/596,244	April 12, 2012	4,341,074	May 28, 2013
MAPSAG	United States	85/667,045	July 2, 2012	4,283,056	Jan. 29, 2013
OTT29-1-1	United States	86/338,361	July 16, 2014	4,692,093	Feb. 24, 2015
POWER LOCATE	United States	87/006,578	April 19, 2016	5,112,968	Jan. 3, 2017
POWEROPS	United States	86/066,550	Sept. 17, 2013	4,653,990	Dec. 9, 2014