

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alert 360 Topco, Inc.		05/03/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Alert 360 Opco, Inc.
Street Address:	2448 E. 81st Street
Internal Address:	Suite 4200
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74137
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4449155	MY ALARM CENTER
Registration Number:	4530703	AC
Serial Number:	87791513	HAWK360
Registration Number:	4078162	AC MY ALARM CENTER
Registration Number:	4456530	MY HOME
Registration Number:	4394047	MY AC
Registration Number:	4944295	LIVSECURE
Registration Number:	4935374	
Registration Number:	4970464	LIVSECURE THE EASY WAY TO A SMARTER, SAF
Registration Number:	6603620	HAWKVISION
Registration Number:	5050112	MYINDEPENDENCE
Serial Number:	88837047	GOHAWK
Serial Number:	97065061	HAWK360

CORRESPONDENCE DATA

Fax Number: 6172359493

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.

CH \$340.00 4449155

Phone: 6179517790
Email: ronald.duvernay@ropesgray.com
Correspondent Name: Ronald M. Duvernay
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 117340-0001

NAME OF SUBMITTER: Ronald M. Duvernay

SIGNATURE: /r duvernay/

DATE SIGNED: 05/05/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made and entered into as of May 3, 2023, by and between Alert 360 Topco, Inc, a Delaware corporation ("Assignor") and Alert 360 Opco, Inc., a Delaware corporation and indirectly wholly owned subsidiary of Assignor ("Assignee") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Assignor owns all rights, title and interests in and to trademark applications and registrations, including, without limitation, the trademark applications and registrations identified and set forth on the attached Schedule A, and any and all goodwill associated therewith (collectively, the "Contributed Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement, dated as of January 31, 2023 (the "Contribution Agreement"); and

WHEREAS, pursuant to the Contribution Agreement, Assignee has acquired from Assignor and Assignor has contributed, transferred, conveyed, assigned and delivered to Assignee all of Assignor's rights, title and interests in and to the Contributed Trademarks and Assignee desires to affirm and record its rights, title, and interest in, to and under the Contributed Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Assignment.** Assignor hereby conveys, contributes, assigns, and transfers to Assignee, its successors, legal representatives, and assigns all rights, title and interest in and to the Contributed Trademarks and Assignee hereby accepts from Assignor the Contributed Trademarks. The Contributed Trademarks include, without limitation, (i) any word, name, symbol, color, designation or device or any combination thereof for use in the course of trade, including any trademark, registered trademark, application for registration of trademark, service mark, trade dress, brand mark, trade name, registered trade name, application for registration of trade name, brand name, domain name, logo or business symbol, including all common law rights therein, (ii) all proceeds, benefits, privileges, causes of action, and remedies relating to the Contributed Trademarks, all rights to bring an action, whether at law or in equity, for infringement or other violation of the Contributed Trademarks against any third party, all rights to recover and retain all damages, profits and other relief and to seek and enforce injunctive relief for all past, present, and future infringement or other violation of the Contributed Trademarks, and (iii) all goodwill of the business associated with and symbolized by the Contributed Trademarks.
- 2. Recordation.** Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any other governmental authority or official throughout the world whose duty is to register and record ownership in trademark

registrations and applications, to record Assignee as the assignee and owner of the Contributed Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

3. **Further Assurances.** Assignor agrees to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of trademarks or applications of Contributed Trademarks as well as executing all documents and taking all actions necessary or required to be done in connection with recording the transfer contemplated herein.
4. **Existing Security Interest.** Assignee expressly acknowledges and agrees that any and all right, title and interest of Assignor in and to the Contributed Trademarks remains subject to a continuing security interest granted to PLC Agent LLC, a Delaware limited liability company, as collateral agent (the "Collateral Agent") pursuant to certain Pledge and Security Agreement dated as of August 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Assignor, the other grantor party thereto and the Collateral Agent.
5. **Successors and Assigns.** This Trademark Assignment will be binding upon and enforceable against the Assignor and its successors and assigns and will inure to the benefit of and be enforceable by the Assignee and its successors and assigns.
6. **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
7. **Severability.** Any term or provision of this Trademark Assignment that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
8. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.
9. **Headings.** The headings used in this Trademark Assignment are intended for convenience and will not be used by themselves in interpreting this Trademark Assignment or in determining any of the rights or obligations of the Assignor or the Assignee.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Assignment, as of the date first above written.

Assignor:

ALERT 360 TOPCO, INC.

By:  _____

Name: Anastasia Bottos

Title: President and Chief Operating Officer

Assignee:

ALERT 360 OPCO, INC.

By: _____

Name: Vickie Catina

Title: Treasurer

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Assignment, as of the date first above written.

Assignor:

ALERT 360 TOPCO, INC.

By: _____

Name: Anastasia Bottos

Title: President and Chief Operating Officer

Assignee:

ALERT 360 OPCO, INC.






By: Vickie Catina

Name: Vickie Catina

Title: Treasurer

SCHEDULE A

CONTRIBUTED TRADEMARKS

Registration/ Application No.	Description of Trademark Item	Application Date	Registration Date	Status
4,449,155	MY ALARM CENTER	3/1/2013	12/10/2013	Live
4,530,703		3/1/2013	5/13/2014	Live
Appl 87/791,513	HAWK360	2/9/2018		Dead
4,078,162		3/2/2011	12/27/2011	Live
4,456,530	MY HOME	1/21/2013	12/24/2013	Live
4,394,047		6/23/2012	8/27/2013	Live
4,944,295	LIVSECURE	3/19/2015	4/26/2016	Dead
4,935,374		6/10/2015	4/12/2016	Dead
4,970,464		6/10/2015	5/31/2016	Dead
6,603,620 (Appl 88/837,070)	HAWKVISION	3/17/2020	12/28/2021	Live
5,050,112	MY INDEPENDENCE	12/19/2013	9/7/2016	Live
Appl 88/837,047	GOHAWK	12/15/2020		Dead
Appl 97/065,061	HAWK360	10/8/2021		Live