

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADT LLC		10/02/2023	Limited Liability Company: DELAWARE
The ADT Security Corporation		10/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ADT Commercial LLC		
Street Address:	1501 W Yamato Rd		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431-4438		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4018102	ASG SECURITY	
Serial Number:	97744363	EVOGUARD	
Registration Number:	5333881	HAWKWATCH	
Registration Number:	4434188	INSPECTIONOPS	
Serial Number:	98040063	EVERON	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	36762-943		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		

CH \$140.00 4018102

DATE SIGNED:	10/02/2023
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of October 2, 2023, is entered into by and among ADT LLC, a Delaware limited liability company (“ADT LLC”), The ADT Security Corporation, a Delaware corporation (“ADT Security,” together with ADT LLC, the “Assignor”), and ADT Commercial LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS Assignor wishes to assign or cause to be assigned to Assignee all of Assignor’s right, title and interest in and to the trademark rights listed on Schedule A hereto (the “Assigned Trademarks”).

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Assignment of Trademarks. Effective as of immediately prior to the Closing (the “Effective Date”), Assignor hereby grants, conveys, transfers, assigns, delivers and sets over to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, and Assignee hereby assumes, acquires and accepts from Assignor all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including but not limited to: all rights, title and interest of Assignor or its Subsidiaries in unregistered trademarks related to the Assigned Trademarks; all goodwill associated with the business related to the Assigned Trademarks together with all rights to use, license and otherwise exploit the Assigned Trademarks; and all applications and registrations for the Assigned Trademarks that Assignor holds or controls. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement, dilution, tarnishing, misappropriation or other violation of any of the Assigned Trademarks. The Assigned Trademarks are conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignor or its predecessors-in-interest with respect thereto prior to the Effective Date, or by Assignee to Assignor as of the Effective Date.

2. Intended Tax Treatment. Assignor and Assignee agree that the assignment and assumption pursuant to Section 1 hereof will be disregarded for United States federal income tax purposes.

3. Further Assurances. In the event that any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties hereto will take such further action (including the execution and delivery of further instruments and documents) as any other party hereto reasonably may request.

4. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of and be enforceable by each of them and their respective successors and permitted assigns.

6. Amendments and Waivers. This Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the party against whom such amendment or waiver shall be enforced. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at Law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

7. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and their permitted assigns, any legal or equitable rights or remedies hereunder.

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party hereto and delivered to the other party hereto. Delivery of an executed counterpart of a signature page of this Agreement by electronic image scan transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

9. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

10. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid or enforceable, such provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

11. Consent to Jurisdiction. Each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of the Supreme Court of the State of New York, New York County, or in the event (but only in the event) that such New York Supreme Court does not have subject matter jurisdiction over such matter, the United States District Court for the Southern District of New York, and any appellate courts thereof with respect to any appeals for the purposes of any suit, action or other Proceeding related to or arising out of this Agreement or the assignment and assumption pursuant to Section 1 hereof, and irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or Proceeding in any such

court, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit, action or Proceeding has been brought in an inconvenient forum.

12. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUIT, ACTION OR OTHER PROCEEDING RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE ASSIGNMENT AND ASSUMPTION PURSUANT TO SECTION 1 HEREOF.

13. Governing Law. This Agreement, and all matters, claims or causes of action (whether in contract or tort) based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of Laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its authorized representative.

ADT LLC



Name: Jeffrey Likosar
Title: President, Corporate Development and Chief Transformation Officer

THE ADT SECURITY CORPORATION



Name: Jeffrey Likosar
Title: President, Corporate Development and Chief Transformation Officer

ADT COMMERCIAL LLC



Name: Jeffrey Likosar
Title: President, Corporate Development and Chief Transformation Officer

[Signature Page to Trademark Assignment and Assumption Agreement]

Schedule A
Assigned Trademarks

Current Owner	Country	Mark Name	Current Appl. Date	Current Appl. No	Current Reg Date	Current Reg No.
ADT LLC	US	ASG SECURITY	23-Jun-2010	85069488	30-Aug-2011	4018102
The ADT Security Corporation	US	EVOGUARD	06-Jan-2023	97744363		
The ADT Security Corporation	US	HawkWatch (Red Hawk)	22-Mar-2017	87381258	14-Nov-2017	5333881
The ADT Security Corporation	US	INSPECTIONOPS	20-May-2013	85936671	12-Nov-2013	4434188
The ADT Security Corporation	US	EVERON	13-Jun-2023	98040063		