

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adroit Systems Company, LLC		10/11/2023	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Pye-Barker Fire & Safety, LLC		
Street Address:	2500 Northwinds Parkway, Suite 200		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5694724	ADROIT	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	7044173275		
Email:	lauren.conners@nelsonmullins.com, ipdocket@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College Street, Suite 2300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	048849/09155		
NAME OF SUBMITTER:	Lauren G. Conners		
SIGNATURE:	/Lauren G. Conners/		
DATE SIGNED:	10/18/2023		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), effective as of October 11, 2023, is made by and between **ADROIT SYSTEMS COMPANY, LLC**, a South Carolina limited liability company (“Assignor”), and **PYE-BARKER FIRE & SAFETY, LLC**, a South Carolina limited liability company (“Assignee”). Assignor and Assignee are each referred to herein individually as a “Party” and collectively, as the “Parties.”

WHEREAS, Assignor, Assignee and the other parties thereto have entered into an Asset Purchase Agreement dated of even date herewith (the “Purchase Agreement”), in which Assignee shall acquire certain assets of Assignor consisting of the Purchased Assets and Assumed Liabilities; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property as described in **Schedule A** attached hereto.

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

1. **Definitions**. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. **Assignment**. Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property and all registrations and applications for registrations of any Intellectual Property, including the registrations identified on **Schedule A** (collectively, the “Assigned Property”), together with the goodwill of the Business symbolized by the Assigned Property, and together with all of such Assignor’s right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Assigned Property, which right, title and interest is being assigned free and clear of all Encumbrances, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. **Further Assurances**. Assignor hereby agrees to execute at Assignee’s expense all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as Assignee may reasonably request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor’s signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agent and attorney-in-fact to act for and on such Assignor’s behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by Assignor.

4. **Validity Disputes; Use**. Assignor agrees to assist Assignee, upon Assignee’s reasonable request and at Assignee’s sole expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any Intellectual Property. Further, Assignor shall not directly or indirectly, challenge Assignee’s ownership of or right to use any of the Assigned Property. Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between Assignor and Assignee or is confusingly similar to any of the Assigned Property.

5. No Third-Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignor and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.

6. No Additional Representations. This Assignment is subject in all respects to the provisions of the Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

7. Modification. This Assignment may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Assignment and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of South Carolina (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Assignment are for convenience only and such headings form no part of this Assignment and shall not affect its interpretation.

11. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

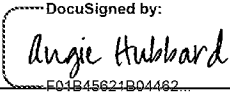
12. Filing. Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Intellectual Property and all applications and registrations therefore.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the Parties as of the date set forth above.

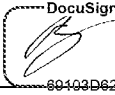
ASSIGNOR:

ADROIT SYSTEMS COMPANY, LLC,
a South Carolina limited liability company

DocuSigned by:

By: _____
Name: Angela S. Hubbard
Title: Chief Executive Officer

ASSIGNEE:

PYE-BARKER FIRE & SAFETY, LLC,
a South Carolina limited liability company

DocuSigned by:

By: _____
Name: Barton A. Proctor
Title: Chief Executive Officer

SCHEDULE A

Trademarks

Mark	Filing Date	Serial No.	Reg. Date	Reg. No.	Record Owner
ADROIT	January 22, 2018	87-764,101	March 12, 2019	5,694,724	Adroit Systems Company, LLC

Copyrights

N/A

Domain Names

adroitsys.net

Trade Names

N/A

Other

Slogan: "Moving Forward"

Social Media Account: Facebook Page for Adroit Systems Company

Logo: See attached "A"



Moving forward →

Adroit Systems Company

Intelligent Security & Fire Detection Systems
www.adroitsys.net

A woman-owned small business

PO Box 1714, Travelers Rest, SC 29690 (864) 365-4095