

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM163733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Booth Fire and Safety, Inc.		08/03/2020	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Company Name:	Pye-Barker Fire & Safety, LLC		
Street Address:	2500 Northwinds Parkway		
Internal Address:	Ste 200		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	3009		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74651395	TODAY'S INSPECTION-TOMORROW'S PROTECTION	
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:	8037992000		
Email:	ipdocket@nelsonmullins.com,john.mcelwaine@nelsonmullins.com		
Correspondent Name:	John C. McElwaine		
Address Line 1:	301 South College Street		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	048849.09116		
NAME OF SUBMITTER:	Edwin Mathis		
SIGNATURE:	Edwin Mathis		
DATE SIGNED:	03/01/2024		
Total Attachments: 12			
source=Booth - Assignment of Intellectual Property (Executed 8.03.2020) 4844-7377-6360 v.1#page1.tif			
source=Booth - Assignment of Intellectual Property (Executed 8.03.2020) 4844-7377-6360 v.1#page2.tif			
source=Booth - Assignment of Intellectual Property (Executed 8.03.2020) 4844-7377-6360 v.1#page3.tif			

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source=Booth - Assignment of Intellectual Property (Executed 8.03.2020) 4844-7377-6360 v.1#page12.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “*Assignment*”), effective as of August 3, 2020, is made by and between Booth Fire and Safety, Inc., a Kentucky corporation with its principal place of business at 538 State Street, Bowling Green, Kentucky (“*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 and Assignee have entered into an Asset Purchase Agreement, dated as of July 23, 2020, and the other parties thereto, a copy of which is attached hereto as Exhibit A (the “*Purchase Agreement*”) in which Purchaser shall acquire certain assets of Seller 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 Contract. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Contract 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 Contract, the terms and conditions set forth in the Contract 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 Kentucky (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.

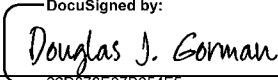
12. Filing. Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Intellectual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

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

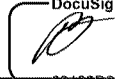
ASSIGNOR:

BOOTH FIRE AND SAFETY, INC.

By: 
 DocuSigned by:
 22D878E07B654F5...
 Name: Douglas J. Gorman
 Title: President

ASSIGNEE:

PYE-BARKER FIRE & SAFETY, LLC

By: 
 DocuSigned by:
 89103D62F6214F3...
 Name: Barton A. Proctor
 Title: Chief Executive Officer

**SCHEDULE A
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY**

Registered Trademarks

See attached KY and USPTO registrations

Unregistered Marks

**BOOTH
FIRE & SAFETY**

Copyrights

None.

Domain Names

<https://www.boothfireandsafety.com/>

Flags	Query	Citation	IP Cases	Source	Status	Class	Goods and Services	Owner Name
ST-1	Q4	BOOTH FIRE & SAFETY, INC.		State	Renewed (Registered) (KY)	37 42	Sales, maintenance, repair, and service of fire and safety equipment State Class(es): 35.37	BOOTH FIRE AND SAFETY, INC.
ST-2	Q4	TODAY'S INSPECTION - TOMORROW'S PROTECTION		State	Renewed (Registered) (KY)	37 42	Sales, maintenance, repair, and service of fire and safety equipment State Class(es): 35.37	BOOTH FIRE AND SAFETY, INC.
ST-3	Q4	BOOTH FIRE & SAFETY		State	Renewed (Registered) (KY)	35 37 42	Sales, maintenance, repair, and service of fire and safety equipment State Class(es): 35.37	BOOTH FIRE AND SAFETY, INC.

BOOTH FIRE & SAFETY, INC. : Q4State ST-1**BOOTH FIRE & SAFETY, INC.**

State KENTUCKY

Owner BOOTH FIRE AND SAFETY, INC.

Renewed To BOOTH FIRE & SAFETY INC.
KENTUCKY CORPORATION
626 COLLEGE STREET PO BOX 3540
BOWLING GREEN KENTUCKY 42102-3540
Renewed: 14-MAR-2000
Renewal Registration Number: 13341
BOOTH FIRE AND SAFETY, INC.
KENTUCKY CORPORATION
626 COLLEGE STREET, PO BOX 3540
BOWLING GREEN KENTUCKY 42101
Renewed: 10-NOV-2004
Renewal Registration Number: 13341.01

Registrant BOOTH FIRE & SAFETY, INC.
KENTUCKY CORPORATION
PO BOX 3540, 626 COLLEGE ST.
BOWLING GREEN KENTUCKY 42101

Status Renewed (Registered) (KY) - 10654

Chronology Registered: 28-APR-1995
Registration Number: 10654
Renewed:
14-MAR-2000
10-NOV-2004
Renewal Registration Number:
13341
13341.01

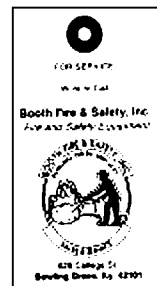
Mark Type SERVICE MARK

Goods and Services 37 42
Sales, maintenance, repair, and service of fire and safety
equipment
State Class(es): 35,37
First Use in State: NOV-1964
First Use Anywhere: NOV-1964

Design Type WORD AND DESIGN

Design Phrase MAN EXTINGUISHING FIRE WITHIN A CIRCLE FANCIFUL
DESIGN OF A MAN EXTINGUISHING A FIRE WITHIN A
CIRCLE

Manner Of Display PRINTED ON BROCHURES, SIGNS, STATIONERY,
NEWSLETTERS, ADVERTISEMENTS, TAGS, LABELS &
OTHER SPECIALTY ITEMS USED FOR ADVERTISEMENTS

**TRADEMARK**

TODAY'S INSPECTION - TOMORROW'S PROTECTION : Q4State ST-2
TODAY'S INSPECTION - TOMORROW'S PROTECTION

State	KENTUCKY
Owner	BOOTH FIRE AND SAFETY, INC.
Renewed To	BOOTH FIRE AND SAFETY, INC. KENTUCKY CORPORATION 626 COLLEGE STREET, PO BOX 3540 BOWLING GREEN KENTUCKY 42101 Tel.: 502-781-3330 Renewed: 31-MAR-2000 Renewal Registration Number: 13342
Registrant	BOOTH FIRE AND SAFETY, INC. KENTUCKY CORPORATION 626 COLLEGE STREET, PO BOX 3540 BOWLING GREEN KENTUCKY 42101 Renewed: 10-NOV-2004 Renewal Registration Number: 13342.01
Status	Renewed (Registered) (KY) - 10655
Chronology	Registered: 28-APR-1995 Registration Number: 10655 Renewed: 31-MAR-2000 10-NOV-2004 Renewal Registration Number: 13342 13342.01
Mark Type	SERVICE MARK
Goods and Services	37 42 Sales, maintenance, repair, and service of fire and safety equipment State Class(es): 35,37 First Use in State: NOV-1964 First Use Anywhere: NOV-1964
Design Type	STYLIZED LETTERS
Manner Of Display	PRINTED ON BROCHURES, SIGNS, STATIONERY, NEWSLETTERS, ADVERTISEMENTS, TAGS, LABELS & OTHER SPECIALTY ITEMS USED FOR ADVERTISEMENTS

TRADEMARK

BOOTH FIRE & SAFETY : Q4State ST-3

BOOTH FIRE & SAFETY

State KENTUCKY

Owner BOOTH FIRE AND SAFETY, INC.

Renewed To BOOTH FIRE AND SAFETY, INC.
 KENTUCKY CORPORATION
 626 COLLEGE STREET, P.O. BOX 3540
 BOWLING GREEN KENTUCKY 42101
 Renewed: 14-APR-2000
 Renewal Registration Number: 13436
 BOOTH FIRE AND SAFETY, INC.
 KENTUCKY CORPORATION
 626 COLLEGE STREET, PO BOX 3540
 BOWLING GREEN KENTUCKY 42101
 Renewed: 10-NOV-2004
 Renewal Registration Number: 13436.01

Registrant BOOTH FIRE & SAFETY, INC.
 KENTUCKY CORPORATION
 PO BOX 3540, 626 COLLEGE ST.
 BOWLING GREEN KENTUCKY 42101

Status Renewed (Registered) (KY) - 10656

Chronology Registered: 28-APR-1995
 Registration Number: 10656
 Renewed:
 14-APR-2000
 10-NOV-2004
 Renewal Registration Number:
 13436
 13436.01

Mark Type SERVICE MARK

Goods and Services 35 37 42
 Sales, maintenance, repair, and service of fire and safety equipment
 State Class(es): 35,37
 First Use in State: NOV-1964
 First Use Anywhere: NOV-1964

Design Type WORD AND DESIGN

Design Phrase BOOTH FIRE & SAFETY
 WORDS AND LETTERS AS WRITTEN ABOVE,
 SOMETIMES USED IN COMBINATION WITH A FANCIFUL DESIGN SUCH AS A DIAGRAM OF A MAN EXTINGUISHING A FIRE WITHIN A CIRCLE



Manner Of Display

TRADEMARK

PRINTED ON BROCHURES,
SIGNS, STATIONERY,
NEWSLETTERS,
ADVERTISEMENTS, TAGS,
LABELS & OTHER SPECIALTY
ITEMS USED FOR
ADVERTISEMENTS

TRADEMARK

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Mark: TODAY'S INSPECTION-TOMORROW'S PROTECTION

US Serial Number: 74651395

Application Filing Date: Mar. 24, 1995

US Registration Number: 1992766

Registration Date: Aug. 13, 1996

Register: Principal

Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: The registration has been renewed.

Status Date: Feb. 14, 2017

Publication Date: May 21, 1996

Mark Information

Mark Literal Elements: TODAY'S INSPECTION-TOMORROW'S PROTECTION

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *.* identify additional (new) wording in the goods/services.

For: retail and/or wholesale stores or outlets featuring fire and safety equipment and accessories therefor

International Class(es): 042 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Nov. 1964

Use in Commerce: Nov. 1964

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: BOOTH FIRE & SAFETY, INC.
 Owner Address: 538 State Street
 P.O. Box 3540
 Bowling Green, KENTUCKY UNITED STATES 42102
 Legal Entity Type: CORPORATION State or Country: KENTUCKY
 Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Laura M. Hagan Docket Number: 12608.00001
 Attorney Primary Email Address: lhagan@kerricklaw.com Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Laura M. Hagan
 Kerrick Bachert, PSC
 1025 State Street, PO Box 9547
 Bowling Green, KENTUCKY UNITED STATES 42101
 Phone: 270.782.8160 Fax: 270.782.5856
 Correspondent e-mail: lhagan@kerricklaw.com dpage@kerricklaw.com Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Feb. 14, 2017	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Feb. 14, 2017	REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS)	59136
Feb. 14, 2017	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	59136
Feb. 13, 2017	TEAS SECTION 8 & 9 RECEIVED	
Aug. 13, 2015	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
Nov. 02, 2011	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Nov. 05, 2008	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED	88888
Nov. 05, 2008	TEAS CHANGE OF OWNER ADDRESS RECEIVED	
Nov. 05, 2008	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Nov. 05, 2008	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Sep. 24, 2006	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	59136
Sep. 24, 2006	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Sep. 24, 2006	ASSIGNED TO PARALEGAL	59136
Jun. 19, 2006	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	
Jul. 05, 2006	CASE FILE IN TICRS	
Jun. 19, 2006	PAPER RECEIVED	
Mar. 25, 2002	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Jan. 17, 2002	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Aug. 13, 1996	REGISTERED-PRINCIPAL REGISTER	
May 21, 1996	PUBLISHED FOR OPPOSITION	
Apr. 19, 1996	NOTICE OF PUBLICATION	
Mar. 04, 1996	APPROVED FOR PUB - PRINCIPAL REGISTER	
Jan. 16, 1996	CORRESPONDENCE RECEIVED IN LAW OFFICE	
Oct. 23, 1995	NON-FINAL ACTION MAILED	
Oct. 16, 1995	ASSIGNED TO EXAMINER	70430

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Feb. 14, 2017