

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM163789

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interstate Fire Systems, Inc.		11/18/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Pye-Barker Fire & Safety, LLC		
<b>Street Address:</b>	2500 Northwinds Parkway		
<b>Internal Address:</b>	Ste 200		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30009		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78769387	INTERSTATE FIRE SYSTEMS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8037992000		
<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>			
<b>Phone:</b>	8037992000		
<b>Email:</b>	ipdocket@nelsonmullins.com,john.mcelwaine@nelsonmullins.com		
<b>Correspondent Name:</b>	John C. McElwaine		
<b>Address Line 1:</b>	301 South College Street		
<b>Address Line 2:</b>	Suite 2300, IP Department		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	048849.09116		
<b>NAME OF SUBMITTER:</b>	Edwin Mathis		
<b>SIGNATURE:</b>	Edwin Mathis		
<b>DATE SIGNED:</b>	03/01/2024		
<b>Total Attachments: 4</b>			
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source=Interstate - Assignment of Intellectual Property (Executed) 4830-9065-7453 v.1#page2.tif			
source=Interstate - Assignment of Intellectual Property (Executed) 4830-9065-7453 v.1#page3.tif			

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective as of November 18, 2019, is made by and between Interstate Fire Systems, Inc., a Florida corporation with its principal place of business at 1451 S. Monroe Street, Tallahassee, FL 32301 ("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 October 30, 2019, 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 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 and Court Matters. 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 Florida (without regard to the laws of conflict that might otherwise apply) as to all matters. Each party irrevocably and unconditionally submits itself or himself exclusively to the jurisdiction of the Florida courts in Leon County, Florida for any litigation arising directly or indirectly out of this Assignment. The only county in which venue shall be proper is Leon County, Florida. In any litigation arising directly or indirectly out of this Assignment, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred, including those for paralegal staff and those incurred on any appeals.

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.

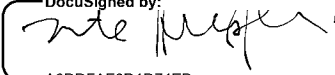
12. Filing. Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Intellectual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

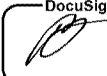
ASSIGNOR:

INTERSTATE FIRE SYSTEMS, INC.

DocuSigned by:  
  
By: \_\_\_\_\_  
A6DDFAF6D1D74EB...  
Name: Michael A. Wester  
Title: President

ASSIGNEE:

PYE-BARKER FIRE & SAFETY, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
09103D02F0214F3...  
Name: Barton A. Proctor  
Title: Chief Executive Officer

SCHEDULE A  
TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY

Registered Trademarks

Mark: INTERSTATE FIRE SYSTEMS, INC.  
Mark Type: Trademark, Service Mark  
US Serial Number: 78769387  
US Registration Number: 3612454  
Publication Date: Feb 10, 2009

Copyrights

None.

URLs

<http://interstatefiresystems.com/>

Trade Names

Interstate Fire Systems