

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI175814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next Protection LLC		03/25/2024	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Company Name:	Fire Protection Service Corporation		
Street Address:	c/o Pye-Barker		
Internal Address:	2500 Northwinds Parkway, Suite 200		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6399154	NEXT 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:	704-417-3234		
Email:	zahra.asadi@nelsonmullins.com, ipdocket@nelsonmullins.com		
Correspondent Name:	Nichole Hayden		
Address Line 1:	301 S. College Street, Suite 2300		
Address Line 4:	Charlotte , NORTH CAROLINA 28202		
NAME OF SUBMITTER:	ZAHRA ASADI		
SIGNATURE:	ZAHRA ASADI		
DATE SIGNED:	04/18/2024		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective as of March 25, 2024, is made by and between Next Protection LLC an Arizona limited liability company ("Assignor"), and Fire Protection Service Corporation, a Utah corporation ("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"), pursuant to which Assignee shall acquire those certain assets and liabilities 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 Seller Intellectual Property Rights, including the registrations described in Schedule A attached hereto.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency 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 Seller Intellectual Property Rights and all registrations and applications for registrations of any Seller Intellectual Property Rights, including the registrations identified on Schedule A (collectively, the "Assigned Property"), together with all renewals of the Assigned Property, all priority rights that are or may be predicated upon or arise from the Assigned Property, all goodwill symbolized by the Assigned Property and all income, royalties, damages or payments due on or after the date hereof, and together with all of 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, misappropriations or other unauthorized uses or violations of the Assigned Property, which right, title and interest is being assigned free and clear of all Liens, 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

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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 of the Assigned 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 executed pursuant to the terms of the Purchase Agreement and is intended to implement and be consistent with the terms and conditions of the Purchase Agreement. Nothing in this Assignment shall be construed to supersede, modify, replace, amend, limit, expand, terminate or in any other way affect the provisions, including the representations, warranties, covenants, agreements or conditions, or in general, any of the rights or remedies of the parties, set forth in the Purchase Agreement. In the event of a conflict 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 prevail, govern and control in all respects.

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; provided that neither this Assignment nor any of the rights, interests or obligations hereunder may be assigned by Assignor without the prior written consent of Assignee.

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 Utah (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 Assigned Property and all applications and registrations therefore.

13. Transfer of Domain Names. Assignor shall release and transfer possession and control of any domain names included in the Assigned Property to the Assignee by initiating the transfer with the current registrar of each such domain name and performing, following or cooperating with Assignee on all procedures and actions specified by each registrar. Assignor hereby authorizes each such registrar to transfer the ownership and control of such domain names to the Assignee.

14. Entire Agreement. This Assignment, together with the Purchase Agreement and the other Transaction Documents, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all of the previous or contemporaneous contracts, representations, warranties and understandings (whether oral or written) by or among the parties with respect to the subject matter hereof.

(Remainder of Page Intentionally Left Blank)

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

ASSIGNOR:

NEXT PROTECTION LLC

By: Jeremy S. Berger

Name: Jeremy S. Berger

Title: President

ASSIGNEE:

**FIRE PROTECTION SERVICE
CORPORATION**

By: _____

Name: Eric R. Garner

Title: President and Chief Executive Officer

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

ASSIGNOR:

NEXT PROTECTION LLC


By: _____

Name: Jeremy S. Berger

Title: President

ASSIGNEE:

**FIRE PROTECTION SERVICE
CORPORATION**

DocuSigned by:
By:  _____
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Name: Eric R. Garner

Title: President and Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]

SCHEDULE A

Trademarks

Mark	Goods/Services	Filing Date	Serial Number	Registration Date	Registration Number	Owner of Record	Country
Next Protection	037, 045	February 15, 2017	87337575	June 29, 2021	6399154	Next Protection LLC	US

Common law trademark:



Copyrights

None

Domain Names

Nextprotection.com
Nextprotection.net

Trade Names

Next Protection
Security Access Systems
Security Access
SAS
NEXTConnect

Other

None