## 90032657

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM345418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of the entire interest and the goodwill

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MAD Security LLC		07/01/2014	LIMITED LIABILITY COMPANY:

#### **RECEIVING PARTY DATA**

Name:	Blackfin Security Group LLC
Street Address:	311 S Division St
City:	Carson City
State/Country:	NEVADA
Postal Code:	89703
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	85972108	THA	
Serial Number:	85438877	THE HACKER ACADEMY	

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Phone:

3127305869

Email:

ac@blackfinsecurity.com

**Correspondent Name:** 

Aaron Cohen

Address Line 1:

311 S Division St

Address Line 4:

Carson City, NEVADA 89703

NAME OF SUBMITTER:	Aaron Cohen	
SIGNATURE:	/Aaron Cohen/	
DATE SIGNED:	06/22/2015	

## **Total Attachments: 2**

source=Trademark Assignment-THA-Hacker Academy#page1.tif source=Trademark Assignment-THA-Hacker Academy#page2.tif

TRADEMARK REEL: 005558 FRAME: 0666

# ASSIGNMENT, ASSUMPTION AND CONSENT

This Assignment, Assumption and Consent ("Assignment") is effective as of November 10, 2014 ("Effective Date") by and among, MAD Security, LLC, a Nevada LLC, with principal offices located at 14618 Stone Trace Drive, Montpelier, VA, 23192 ("MAD" or "Assignor") and Blackfin Security Group, LLC, a Nevada LLC, having its principal place of business at 311 S.Division ST, Carson City, NV 89703 ("BSG" or "ASSIGNEE").

#### **BACKGROUND:**

- 1. MAD and BSG and certain persons are parties to a Reorganization Agreement dated August 22, 2014 (the "Reorganization Agreement");
- 2. The Reorganization Agreement provides for MAD's assignment and BSG's assumption of certain contracts and trademarks:
- 2. MAD desires to further evidence its assignment to BSG all of its rights, obligations and liabilities under certain contracts pursuant to the Agreement, subject to the consent of the counterparty to such contracts as evidenced by such counterparty's execution and delivery of this Assignment;
- 3. BSG desires to accept and assume all of the rights, obligations and liabilities of MAD under the contracts pursuant to the Reorganization Agreement, subject to the consent of the counterparty to such contracts as evidenced by such counterparty's execution and delivery of this Assignment.

#### **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in the Reorganization Agreement and herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. MAD hereby assigns to BSG and BSG hereby accepts and assumes all of ASSIGNOR's rights, obligations and liabilities under those contracts listed in <u>Schedule 1</u> attached to this Assignment, which Schedule may be supplemented in the future by written mutual consent of MAD and BSG.
- 2. MAD and BSG hereby consent to the foregoing assignment and assumption of rights, obligation and liabilities.
- 3. This Assignment and any actions arising out of or relating to this Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada without regard to the conflict of law provisions thereof.

[signatures appear on next page]

**IN WITNESS WHEREOF** the parties hereto have executed this Assignment, Assumption and Consent as of the Effective Date set forth above.

TRADEMARK REEL: 005558 FRAME: 0667 MAD Security, LLC

By: Wear Vace

Name/Title: Dean Pace, CEO

Date: \_\_\_\_\_11\_10-2014\_

Blackfin Security Group, LLC

By: \_\_ \_\_\_\_

Name/Title: Aaron Cohen, Manager

Date: \_11/10/14\_\_

Name/Title: Josh Larson, Manager

# Schedule 1 to Assignment, Assumption and Consent

MAD hereby assigns the following Trademarks to BSG, and BSG accepts all rights, obligations, and liabilities:

- THA- Serial # 85972108, Reg. #4478023
- The Hacker Academy- Serial #85438877, Reg. #4153571

Additional Contracts or Statements of Work may be added to this Schedule 1 from time to time by mutual, signed agreement of MAD and BSG.



TRADEMARK REEL: 005558 FRAME: 0668

**RECORDED: 06/22/2015**