# CH \$40.00 4887

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM388334

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INNOMETRIKS, INC.		05/13/2016	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	SENSORMATIC ELECTRONICS, LLC	
Street Address:	4700 Exchange Court	
Internal Address:	Suite 300	
City:	Boca Raton	
State/Country:	FLORIDA	
Postal Code:	33431	
Entity Type:	Limited Liability Company: NEVADA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4887508	INNOMETRIKS

#### **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.

Email: ustmks@tycoint.com
Correspondent Name: Colette A. Durst

Address Line 1: 6600 Congress Avenue

Address Line 4: Boca Raton, FLORIDA 33487

NAME OF SUBMITTER:	Colette A. Durst
SIGNATURE:	/Colette A. Durst/
DATE SIGNED:	06/17/2016

#### **Total Attachments: 6**

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#### ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "<u>Agreement</u>") is entered into as of May 13, 2016, by and between Innometriks, Inc., a Delaware corporation ("<u>Assignor</u>"), and Sensormatic Electronics, LLC, a Nevada limited liability company ("<u>Assignee</u>").

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith entered into by and among Assignee, Assignor and the other parties thereto (the "<u>Purchase Agreement</u>"), Assignor agreed to transfer to Assignee, and Assignee agreed to purchase, all right, title and interest in and to substantially all of Assignor's assets, including, without limitation, the intellectual property set forth on <u>Exhibit A</u> (the "<u>Intellectual Property</u>"); and

WHEREAS, the execution of this Agreement is a condition to consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement, and such further mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

- Transfer of Intellectual Property. Assignor hereby assigns and transfers to 1. Assignee all of its right, title and interest in and to the Intellectual Property, together with the goodwill associated with the Intellectual Property, and all respective registrations for the Intellectual Property, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any state thereof, or any other jurisdiction foreign to the United States, now or hereafter in effect (the Intellectual Property that has been registered shall be referred to herein as the "Registered Intellectual Property"), for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income, royalties or payments due or payable as of the closing of the transactions contemplated by the Purchase Agreement or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
- 2. Registered Intellectual Property Recordings. Assignor hereby requests the Commissioner of Patents and Trademarks to record this Agreement against the Registered Intellectual Property and title thereto as the property of Assignee, its successors, legal representatives and assigns, as Assignee and owner of the Registered Intellectual Property. Assignor hereby requests the proper officials of all states of the United States and of all other jurisdictions foreign to the United States whose duty is to record trademark, copyright, brand name, patent, service mark or trade name registrations, applications or title thereto, to record this Agreement against the Registered Intellectual Property and title thereto as the property of Assignee, its successors, legal representatives and assigns, as assignee and owner of the Registered Intellectual Property. Any applicable assignment or transfer fees necessary to effectuate the assignment of the Intellectual Property shall be borne by Assignee.

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- 3. **Representations and Warranties**. Assignor represents and warrants to Assignee that Assignor has not sold, transferred, assigned or encumbered any of its right, title or interest in the Intellectual Property, and it has the authority to transfer and assign the Intellectual Property, enter into this Agreement and perform its obligations hereunder. Assignor further represents that no registration or filing with any governmental entity has been made by it or on its behalf for the Intellectual Property under the laws of the United States or any state thereof, or any other jurisdiction foreign to the United States affecting Assignor's full title and rights in and to the Intellectual Property.
- 4. Further Cooperation. Assignor shall provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Registered Intellectual Property; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property, including, but not limited to, testifying as to any facts relating to the Intellectual Property assigned herein and this Agreement; (c) in obtaining any additional trademark, copyright and/or patent protection for the Registered Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any state thereof or any jurisdiction foreign to the United States; and (d) in the implementation or perfection of this Agreement.
- 5. <u>Miscellaneous</u>. This Agreement is executed pursuant to and in furtherance of the Purchase Agreement, and it does not replace, substitute for or extinguish any provision or obligation of the Purchase Agreement. In the event of a conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Delaware, without giving effect to its principles of conflicts of law.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the date first above written.

ASSIGNOR:

INNOMETRIKS, INC.

Ву:\_\_\_

Name: John Cassise Title: President

[Signature Page to Assignment of Intellectual Property Rights - Innometriks]

TRADEMARK REEL: 005815 FRAME: 0830 ASSIGNEE:

SENSORMATIC ELECTRONICS, LLC

Name:

Title:

# Exhibit A

**Intellectual Property** 

# Exhibit A

# **Intellectual Property**

Rhino Reader
Cheetah Reader Next Gen,
FICAM Rhino Touch
FICAM Enrollment
FICAM ID Server
PIV Enrollment S/W
Cheetah Basic
Edge Appliance
ID Server Appliance
End User License Agreements

# **Trademark**

USPTO Registration number 4887508 registered Jan 19 2016

# **Product Names**

Cheetah

Rhino

Rhino Touch

**Infinitas** 

# **Domain Names**

www.innometriks.com www.innometriksinc.com

**RECORDED: 06/17/2016** 

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