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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM468163

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Smartvue Corporation		03/30/2018	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Sensormatic Electronics, LLC
Street Address:	6 Technology Park Drive
City:	Westford
State/Country:	MASSACHUSETTS
Postal Code:	01886
Entity Type:	Limited Liability Company: NEVADA

# **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	5012686	SMARTVUE
Registration Number:	2563738	SMARTVUE
Registration Number:	3019599	SEE FOR YOURSELF
Registration Number:	3475781	BE THERE.
Registration Number:	4268231	SHAREVUE
Registration Number:	4316038	CLOUDVUE
Registration Number:	4346392	COMMANDVUE
Registration Number:	4627875	CONTRIBUTE
Registration Number:	4752061	VISUAL BUSINESS INTELLIGENCE
Registration Number:	4751579	MAPVUE
Registration Number:	5024814	HOMEVUE

### **CORRESPONDENCE DATA**

**Fax Number:** 6152482954

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:** 615-742-7944

**Email:** trademarks@bassberry.com

Correspondent Name: Martha B. Allard
Address Line 1: 150 3rd Ave. S.
Address Line 2: Suite 2800

TRADEMARK

REEL: 006310 FRAME: 0699

900445187

Address Line 4: Nash	ville, TENNESSEE 37201
ATTORNEY DOCKET NUMBER:	124149-100
NAME OF SUBMITTER:	Martha B. Allard
SIGNATURE:	/Martha B. Allard/
DATE SIGNED:	04/02/2018

# **Total Attachments: 6**

source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif source=Trademark Assignment Agreement#page6.tif

### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of March 30, 2018 by and between Smartvue Corporation, a Delaware corporation ("Assignor"), and Sensormatic Electronics, LLC, a Nevada limited liability company ("Assignee").

WHEREAS, the Assignor has adopted and used and is using in commerce the trademarks set forth in the attached <u>Schedule 1</u> (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Intellectual Property Assignment Agreement dated as of March 16, 2018 (the "Agreement") and pursuant to the Agreement, Assignor has agreed to assign to Assignee said Marks and the goodwill associated with such Marks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby irrevocably conveys, assigns, transfers, sells and delivers to Assignee, its successors and assigns:
- (a) all rights, title and interests in and to the Marks, including any renewals of registrations or applications thereof that may be secured under any applicable Law now or hereafter in effect;
- (b) all goodwill of any business associated and connected with the Marks or symbolized thereby;
- (c) all rights of any kind whatsoever of Assignor accruing under any of the Marks provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Marks; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Assignor authorizes and requests the Commissioner of Patent and Trademarks (and any other non-U.S. counterpart) to record Assignee as owner of the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

- 4. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).
- 5. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of the Assignment. Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under Law. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability, without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable, and the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Marks assigned to Assignee hereunder.
- 6. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

(Remainder of Page Left Intentionally Blank – Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first written above.

	GN	

<b>SMARTVUE</b>	CORPORATION

By:

Name: Martin A. Renkis

Title: President & Chief Executive Officer

STATE OF \_\_\_\_\_

COUNTY OF Davidson

On 3-29, 2018, before me, the undersigned, a Notary Public in and for such State, personally appeared Martin A. Renkis, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a President and Chief Executive Officer (title) of Smartvue Corporation (company).

)ss.

WITNESS my hand and official seal.

[SEAL]

Tennessee NOTARY PUBLIC BON COY

My Commission Expires May 3, 2021

Notary Public

My Commission expires on:  $\frac{5}{3}$ 

Accepted by:
ASSIGNEE:
By:
Name: Frank Voltolina
Title: Vice President and Treasurer
STATE OF Whensin ) SSS. COUNTY OF Plikuancel )
On March 29, 2018, before me, the undersigned, a Notary Public in and for such State, personally appeared Frank Voltolina, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a Vice President

and Treasurer of Sensormatic Electronics, LLC.

Notary Public
My Commission expires on: 3/1/9

Signature Page to Trademark Assignment Agreement

### Schedule 1

### Marks

Smartvue® (Drawing with Concentric Circles)

Date Filed: 12/19/2015 Registered: 8/2/2016 Reg# 5012686

**Smartvue®** 

Date Filed: 3/31/2000 Registered: 4/23/2002

Reg# 2563738

See for Yourself® Date Filed: 5/22/2003 Registered: 11/29/2005 Reg# 3019599

Be There®

Date Filed: 12/12/2007 Registered: 7/29/2008

Reg# 3475781

**Sharevue®** 

Date Filed: 5/17/2012 Registered: 1/1/2013 Reg# 4268231

Cloudvue®

Date Filed: 5/17/2012 Registered: 4/9/2013 Reg# 4316038

**Commandvue®** 

Date Filed: 10/3/2012 Registered: 6/4/2013 Reg# 4346392

**Contribute®** 

Date Filed: 2/24/2014 Registered: 10/28/2014

Reg# 4627875

Visual Business Intelligence®

Date Filed: 11/6/2014

Registered: 6/9/2015 Reg# 4752061

Mapvue®

Date Filed: 10/9/2014 Registered: 6/9/2015 Reg# 4751579

Homevue®

Date Filed: 6/19/2014 Registered: 8/23/2016

**RECORDED: 04/02/2018** 

Reg# 5024814