TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM504651

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SafePro, L.P.		10/31/2018	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	Rooftop Anchor Incorporated	
Street Address:	844 South 430 west	
Internal Address:	Suite 200	
City:	heber city	
State/Country:	UTAH	
Postal Code:	le: 84032	
Entity Type:	: Corporation: UTAH	

PROPERTY NUMBERS Total: 1

Property Type Number		Word Mark
Registration Number:	5626828	SAFEPRO

CORRESPONDENCE DATA

Fax Number: 8015962814

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: 4356718206

Email: briddle@fabianvancott.com

Correspondent Name: Brian John Riddle Address Line 1: 215 South State Street

Address Line 2: **Suite 1200**

Address Line 4: Salt Lake, UTAH 84111

NAME OF SUBMITTER:	Brian John riddle
SIGNATURE:	/Brian J. Riddle/
DATE SIGNED:	01/07/2019

Total Attachments: 3

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> TRADEMARK REEL: 006518 FRAME: 0045

Exhibit "D"

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, SafePro, L.P., having offices at 1355 North Walton Walker Blvd., Dallas, Texas, 75211-1042, a limited partnership organized under the laws of the State of Texas ("SAFEPRO"), owns, by assignment, all right, title, and interest in the Domestic and Foreign Trademark Rights identified in Schedule 1 attached hereto, together with the associated goodwill inherent therein; and Rooftop Anchor, Inc., having offices at 844 South 430 West, Suite 200, Heber City, Utah, 84032, a corporation organized under the laws of the State of Utah (RTA), desires to own SAFEPRO's entire right, title, and interest in and to the Domestic and Foreign Trademark Rights identified in Schedule 1 attached hereto, in all countries throughout the world;

WHEREAS, SAFEPRO owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in Schedule 1 attached hereto (collectively the Marks);

WHEREAS RTA desires to acquire all of SAFEPRO's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and SAFEPRO desires to assign all such right, title and interest in and to the Marks to RTA, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by SAFEPRO, the parties agree as follows:

- 1. SAFEPRO hereby conveys and assigns to RTA, and RTA hereby accepts from SAFEPRO, all of SAFEPRO's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the right to bring suit and recover damages for past infringement thereof.
 - 2. SAFEPRO represents and warrants that:
 - (i) SAFEPRO owns the entire right, title and interest in and to the Marks:
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) SAFEPRO has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
 - (iv) there are no liens or security interests against the Marks;
- (v) SAFEPRO has all authority necessary to enter into this Trademark Assignment Agreement (TM Agreement) and the execution and delivery of this TM Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of SAFEPRO's obligations hereunder shall not violate or conflict with any other TM Agreement to which SAFEPRO is a party or provision of SAFEPRO's Certificate of Incorporation or By-laws.

[Remainder of page is blank; Signature page follows]

TRADEMARK REEL: 006518 FRAME: 0046 IN WITNESS WHEREOF, the parties hereto have caused this TM Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

SAFEPRO, L.P.

By:

Timothy Rame, CEO

ROOFTOP ANCHOR, INC.

By:

Nate Sargent, CEO

Date: 10/31/18 Date: $10/31/18^{\circ}$

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SCHEDULE I TO TRADEMARK ASSIGNMENT AGREEEMENT

(SafePro, L.P. Trademark Rights)

 Serial
 Mark
 Filing
 Reg.
 Reg.

 No.
 Date
 No.
 Date

Domestic Trademark Rights

87884897 SAFEPRO (Stylized Mark)

Apr. N/A N/A 19, 2018

International Patent Rights NONE

TRADEMARK REEL: 006518 FRAME: 0048

RECORDED: 01/07/2019