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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM516514

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantor Systems LLC		03/28/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Veristream LLC
Street Address:	3361 Rouse Road, Suite 245
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32817
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark		
Registration Number:	2762208	IVISITOR		
Registration Number:	3729060	VERISTREAM		
Registration Number:	4383896	V VERISTREAM		
Registration Number:	4973536	ISITEACCESS		
Registration Number:	5108959	VERISTREAM		

CORRESPONDENCE DATA

Fax Number: 7036217155

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: 7036217140

Email: hds@mg-ip.com

Correspondent Name: H David Starr

Address Line 1: 4000 Legato Road, Suite 310
Address Line 4: Fairfax, VIRGINIA 22033

NAME OF SUBMITTER: H. David Starr	
SIGNATURE:	/H. David Starr/
DATE SIGNED:	03/29/2019

Total Attachments: 4

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TRADE MARK RIGHTS ASSIGNMENT

This Trade Mark Rights Assignment ("Assignment"), dated as of March 28, 2019 ("the Effective Date"), is entered into by and between Advantor Systems LLC ("Assignor"), a limited liability company organized and existing under the laws of the State of Delaware, whose business address is 12612 Challenger Pkwy, Suite 300, Orlando, Florida 32826, United States, and Veristream LLC ("Assignee"), a limited liability company organized and existing under the laws of the State of Delaware, whose business address is 3361 Rouse Road, Suite 245, Orlando, Florida 32817, United States.

RECITALS

WHEREAS, Assignor has adopted, used, and is using the marks referenced in Schedule A, attached hereto, ("U.S. Registered Marks"), which are registered in the United States Patent and Trademark Office in connection with various security and visitor management software products and services, and having been designated Registration Numbers as set forth in the attached Schedule A; and

WHEREAS, Assignee is desirous of acquiring said U.S. Registered Marks and registrations therefor;

WHEREAS, Assignor has adopted and owns the marks referenced in Schedule B, attached hereto, ("Foreign Marks") which are registered on the trade marks registers of the respective countries and jurisdictions set forth in the attached Schedule B in connection with various security and visitor management software products, and having been designated Registration Numbers as set forth in the attached Schedule B; and,

WHEREAS, Assignee is desirous of acquiring said Foreign Marks, and the registrations therefor;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

- 1. <u>Assignment of United States Trademark Registrations</u>. Assignor does hereby sell, assign, and transfer unto Assignee all right, title and interest in and to said U.S. Registered Marks, together with the goodwill of the business symbolized by the U.S. Registered Marks, and the registrations therefor.
- 2. <u>Assignment of Worldwide Trade Mark Registrations</u>. Assignor does hereby sell, assign, and transfer unto Assignee all right, title and interest in and to said Foreign Marks, together with the goodwill of the business symbolized by the Foreign Marks if any exists and to the extent required, and the registrations therefor which are referenced in the attached Schedule B.
- 3. <u>Governmental Authorities</u>. The U.S. Patent and Trademark Office, the trade mark offices of Canada, European Union, United Arab Emirates, World Intellectual Property Organization and all other Governmental Authorities with authority for the registration of the trade marks throughout the world shall be entitled to rely on this Assignment for the purpose of effecting a change in the registered owner the trademarks assigned hereby.

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- 4. <u>Further Assurances</u>. Assignor, at the request of Assignee, shall execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable for effecting the assignment and transfer of the trade mark rights in Assignee. Without limiting the foregoing, at any time or from time to time after the date hereof, at Assignee's request, Assignor shall at the expense of Assignor: (i) execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment, and confirmation; provide such materials and information; and take such other actions as Assignee may reasonably deem necessary or desirable in order effectively to transfer, convey, and assign to Assignee, or to confirm Assignee's title to, all of the trade mark rights; (ii) provide reasonable assistance and information in connection with the filing, prosecution, and enforcement of the trade mark rights, and (iii) secure any consents, approvals, or authorizations necessary to ensure that all trade mark rights are effectively transferred to Assignee.
- 5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties have executed this Trade Mark Rights Assignment as of the date first written above.

Assignor

Advantor Systems LLC

Bv:

leffrey & Whirley President

Assignee

Veristream LLC

By:

Richard N. Clifton, Jr., COO

SCHEDULE A

MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	GOODS/SERVICES
ivisitor	United States	2,762,208	September 9, 2003	Computer software for tracking visitors to and in secured areas in a building facility, in Class 9.
VERISTREAM	United States	3,729,060	December 22, 2009	Building security systems comprising of software for providing picture, video, alarm status, building plans, and other information to a remote station; facilities management software, namely, software to control building environment, building access and building security systems, in Class 9.
VERISTREAM	United States	4,383,896	August 13, 2013	Building security systems comprising of software for providing picture, video, alarm status, building plans, and other information to a remote station; facilities management software, namely, software to control facilities environment, building and visitor access, visitor control and building security systems, in Class 9.
iSiteAccess	United States	4,973,536	June 7, 2016	Software as a service (SAAS) services featuring software for managing and integrating facility access and facility security systems over multiple participating facilities, and not for accessing web sites, in Class 42.
VERISTREAM	United States	5,108,959	December 27, 2016	Software as a service (SAAS) services featuring software for visitor management and for managing and integrating access and security systems over multiple participating facilities, in Class 42.

SCHEDULE B

	MARK COLDWING REGISTRATION REGISTRATION COORD GENERATED			
MARK	COUNTRY	NUMBER	DATE	GOODS/SERVICES
ivisitor	Canada	TMA862,251	October 8, 2013	Computer software for tracking visitors to and in secured areas in a building facility, in Class 9.
IVISITOR	International Registration (WIPO)	1,140,082	September 19, 2012	Computer software for tracking visitors to and in secured areas in a building facility, in Class 9.
IVISITOR	European Union (extension of International Registration)	1,140,082	September 19, 2012	Computer software for tracking visitors to and in secured areas in a building facility, in Class 9.
IVISITOR	United Arab Emirates	181,737	November 11, 2012	Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; compact discs, DVDs and other digital recording media; mechanisms for coin-operated apparatus; cash registers, calculating machines, data proceeding equipment, computers; computer software, including but not limited to computer software for tracking visitors to and in secured areas in a building facility; fire-extinguishing apparatus, in Class 9

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