

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champion National Security, Inc.		05/27/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	GuardHub, LLC		
Street Address:	1616 Gateway Blvd.		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75080		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88594431	GUARDHUB	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	214-361-5600		
Email:	chris.elam@fghwlaw.com		
Correspondent Name:	Christopher Elam		
Address Line 1:	1700 Pacific Ave.		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Christopher Elam		
SIGNATURE:	/Christopher Elam/		
DATE SIGNED:	11/25/2020		
Total Attachments: 2			
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source=Bill of Sale#page2.tif			

OP \$40.00 88594431

BILL OF SALE

For valuable consideration, Champion National Security, Inc., a Texas corporation (“**Seller**”) grants, bargains, transfers, sells, assigns, conveys and delivers to GuardHub, LLC, a Texas limited liability company (“**Buyer**”) all of its right, title and interest in, and to the following to have and to hold the same unto Buyer, its successors and assigns, forever:

1. The Services Agreement between Seller and Mtoag Technologies, effective March 18, 2019.

2. The Software, which includes but is not limited to: (a) the human readable source code of the Software, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain, and develop modifications, upgrades, updates, adaptations, enhancements, new versions, and other derivative works and improvements of, and to develop computer programs compatible with, the Software (the “**Source Code**”) and object code; and (b) all databases, files, application programming, interfaces, and other components of and works embodied in the software (including any audio or visual content or screen displays in the user interface), and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of each of the foregoing items set forth in this Section.

3. All documentation (whether in human or machine readable form) describing or relating to the Software (the “**Documentation**”), which includes but is not limited to: operating, installation, administrator, and user manuals and training materials; technical, functional, service level, and other requirements and specifications; file and record layouts and fields; schematics; flow charts; algorithms; diagrams; data models; build instructions; compilation instructions; testing and configuration documentation; developer annotations, programming notes, and technical data; programming, hardware, system, and network design and configuration documentation; and any other documents describing or relating to the creation, design, development, installation, implementation, execution, structure, function, performance, correction, modification, improvement, or use of the Software or the Software’s operating environment, and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of each of the foregoing items set forth in this Section.

4. All Intellectual Property Rights relating to the Software, Source Code, and Documentation. “**Intellectual Property Rights**” means any and all rights arising in the United States or any other jurisdiction throughout the world in and to (a) copyrights and works of authorship (whether copyrightable or not); (b) trademarks, and other similar designations of source or origin; (c) trade secrets, know-how, and other confidential or proprietary information; (d) patents and inventions; or (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

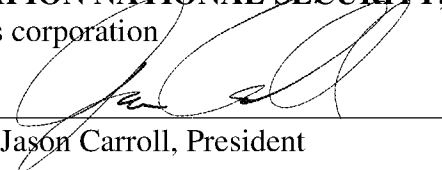
5. All goodwill associated with the Software, Documentation and Intellectual Property Rights.

This Bill of Sale includes all Assets, as such term is defined in the Software Purchase Agreement, dated as of May 27, 2020, between Seller and Buyer.

Executed as of May 27, 2020.

CHAMPION NATIONAL SECURITY, INC.
a Texas corporation

By:



Jason Carroll, President

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