

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Titanium, LLC		12/20/2022	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Titanium AcquisitionCo, LLC		
Street Address:	3450 N. Triumph Blvd., Ste. 100		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6489070	TITANIUM	
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>			
Email:	erobinson@huntonak.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street NE, Ste. 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/Erika Robinson/		
DATE SIGNED:	12/22/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”), dated effective as of December 20, 2022, is entered into by and between Titanium, LLC, a Utah limited liability company (“**Seller**”), Titanium AcquisitionCo, LLC, a Delaware limited liability company (“**Buyer**”), and AMP Security, LLC, a Utah limited liability company (“**Assignee**”).

WHEREAS, this Agreement is being entered into in connection with and as a condition to the consummation of the transactions contemplated by that certain Account Purchase Agreement, , dated as of the date hereof, by and among Seller, Buyer and Josh Sutherland, an individual (the “**Account Purchase Agreement**”), pursuant to which Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions, upon the terms and subject to the conditions more fully set forth therein; and

WHEREAS, Buyer desires that the Assigned IP (as defined below) be assigned to Assignee, an affiliate of Buyer.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Account Purchase Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows (all capitalized terms used in this Agreement and not defined herein shall have the same meanings ascribed to them in the Account Purchase Agreement).

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

- (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Seller 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 Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Account Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Account Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Account Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Account Purchase Agreement and the terms hereof, the terms of the Account Purchase Agreement shall govern.

4. Headings; Counterparts. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. 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 email 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.

5. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Agreement as of the date first above written.

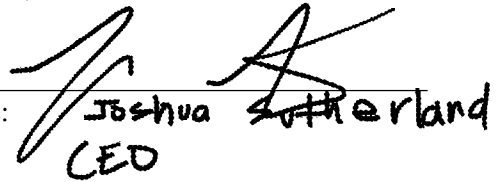
SELLER:

TITANIUM, LLC

By: _____

Name:

Title:


Joshua Sutherland
CEO

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007928 FRAME: 0219

Acknowledged and accepted:

BUYER:

TITANIUM ACQUISITIONCO, LLC

By: *Allen Bolon*
Name: *Allen Bolon*
Title: *Manager*

ASSIGNEE:

AMP SECURITY, LLC

By: *Allen Bolon*
Name: *Allen Bolon*
Title: *Executive Chairman*

[Signature page to Intellectual Property Assignment Agreement]

SCHEDULE 1

ASSIGNED TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>U.S. Registration Date</u>
TITANIUM	6,489,070	September 21, 2021