

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM795827

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A.C. Daughtry, Inc.		02/22/2022	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	B Safe, LLC		
<b>Street Address:</b>	109 Baltimore Ave		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19805		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5960304		
<b>Registration Number:</b>	5960303	A WISE CHOICE FOR SECURITY.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<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>			
<b>Phone:</b>	7044173275		
<b>Email:</b>	lauren.conners@nelsonmullins.com, ipdocket@nelsonmullins.com		
<b>Correspondent Name:</b>	Lauren G. Conners		
<b>Address Line 1:</b>	301 S. College Street, Suite 2300		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	048849/09127		
<b>NAME OF SUBMITTER:</b>	Lauren G. Conners		
<b>SIGNATURE:</b>	/Lauren G. Conners/		
<b>DATE SIGNED:</b>	03/20/2023		
<b>Total Attachments: 5</b>			
source=B Safe - A.C. Daughtry - IP Assignment Agreement (executed) - 4879-4978-1586 1#page1.tif			
source=B Safe - A.C. Daughtry - IP Assignment Agreement (executed) - 4879-4978-1586 1#page2.tif			
source=B Safe - A.C. Daughtry - IP Assignment Agreement (executed) - 4879-4978-1586 1#page3.tif			
source=B Safe - A.C. Daughtry - IP Assignment Agreement (executed) - 4879-4978-1586 1#page4.tif			

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “*Assignment*”), effective as of February 22, 2022, is made by and between A.C. Daughtry, Inc., a New Jersey corporation (“*Assignor*”), and B Safe, LLC, a Delaware limited liability company (“*Assignee*”). Assignor and Assignee are each referred to herein individually as a “*Party*” and collectively, as the “*Parties*.”

**WHEREAS**, Assignor, Assignee and the other parties thereto have entered into an Asset Purchase Agreement dated of even date herewith (the “*Purchase Agreement*”), pursuant to which Assignee shall acquire those certain assets and liabilities of Assignor consisting of the Purchased Assets and Assumed Liabilities; and

**WHEREAS**, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property Rights of Seller, including the registrations described in Schedule A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property Rights of Seller and all registrations and applications for registrations of any Intellectual Property Rights, including the registrations identified on Schedule A (collectively, the “*Assigned Property*”), together with the goodwill of the Business symbolized by the Assigned Property, and together with all of Assignor’s right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Assigned Property, which right, title and interest is being assigned free and clear of all Liens, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Further Assurances. Assignor hereby agrees to execute at Assignee’s expense all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as Assignee may reasonably request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor’s signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agent and attorney-in-fact to act for and on such Assignor’s behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by Assignor.

4. Validity Disputes; Use. Assignor agrees to assist Assignee, upon Assignee’s reasonable request and at Assignee’s sole expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any of the Assigned Property. Further, Assignor shall not directly or indirectly, challenge Assignee’s ownership of or right to use any of the Assigned Property. Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between Assignor and Assignee or is confusingly similar to any of the Assigned Property.

5. No Third-Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignor and each of their respective successors and assigns, any remedy or claim under or by

reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.

6. No Additional Representations. This Assignment is subject in all respects to the provisions of the Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

7. Modification. This Assignment may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Assignment and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Assignment are for convenience only and such headings form no part of this Assignment and shall not affect its interpretation.

11. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. A signed copy of this Assignment 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 Assignment.

12. Filing. Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Assigned Property and all applications and registrations therefore.

13. Transfer of Domain Names. Assignor shall release and transfer possession and control of any domain names included in the Assigned Property to the Assignee by initiating the transfer with the current registrar of each such domain name and performing, following or cooperating with Assignee on all procedures and actions specified by each registrar. Assignor hereby authorizes each such registrar to transfer the ownership and control of such domain names to the Assignee.

*(Remainder of Page Intentionally Left Blank)*

**IN WITNESS WHEREOF**, this Assignment has been duly executed and delivered by the Parties as of the date set forth above.

**ASSIGNOR:**

**A.C. DAUGHTRY, INC.,**  
a New Jersey corporation

By: Heather Kahl  
Name: Heather Kahl  
Title: President

**ASSIGNEE:**

**B SAFE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Philip H. Gardner  
Title: President

**IN WITNESS WHEREOF**, this Assignment has been duly executed and delivered by the Parties as of the date set forth above.

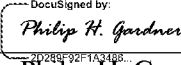
**ASSIGNOR:**

**A.C. DAUGHTRY, INC.,**  
a New Jersey corporation

By: \_\_\_\_\_  
Name: Heather Kahl  
Title: President


**ASSIGNEE:**

**B SAFE, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Philip H. Gardner  
Title: President

## SCHEDULE A

### Trademarks

Mark	Filing Date	Serial No.	Reg. Date	Reg. No.	Record Owner
	June 28, 2019	88493585	January 14, 2020	5960304	A.C. Daughtry, Inc.
A WISE CHOICE FOR SECURITY.	June 27, 2019	88493557	January 13, 2020	5960303	A.C. Daughtry, Inc.

### Copyrights

N/A

### Domain Names

Domain/URL	Registered With	Renewal Date
acdaughtry.com	Hover	May 13, 2029
acdaughtry.net	Hover	May 13, 2029
twinsecurity.com	GoDaddy	August 29, 2023
sssinj.com		
diyalarm.com	Hover	Feb 27, 2029
diyalarmny.com	Hover	Feb 27, 2029
diyalarmpa.com	Hover	Feb 27, 2032
acdsecurity.net	Hover	Nov 10, 2029
sedonaapi.acdsecurity.net	N/A - Subdomain of acdsecurity.net above	
unifi.acdsecurity.net	N/A - Subdomain of acdsecurity.net above	
hc.acdsecurity.net	N/A - Subdomain of acdsecurity.net above	
hepanels.acdsecurity.net	N/A - Subdomain of acdsecurity.net above	
acdsecurity.com	Hover	Aug 25, 2029
shop.acdsecurity.com	N/A - Subdomain of acdsecurity.com above	
myaccount.acdsecurity.com	N/A - Subdomain of acdsecurity.com above	
winpak.acdsecurity.com	N/A - Subdomain of acdsecurity.com above	
acdnetcontrol.com	Hover	May 23, 2029
wise-connect.net	Hover	Jul 18, 2029

### Trade Names

Trade Name	Registered With	Date Registered	Registration Number
AC Daughtry Security Systems	New Jersey Secretary of State	1/20/2023	0100194624

### Other

N/A

[Schedule A to Assignment of Intellectual Property]