OP \$40.00 2156943

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM796045 Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Engineered Security Systems, Inc.		03/16/2023	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	ESSI, LLC		
Doing Business As:	DBA Engineered Security Systems		
Street Address:	1 Indian Lane East		
City:	Towaco		
State/Country:	NEW JERSEY		
Postal Code:	07082		
Entity Type:	Limited Liability Company: NEW JERSEY		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2156943	ENGINEERED SECURITY SYSTEMS

CORRESPONDENCE DATA

Fax Number: 9735385146

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: 9738894256

Email: cpmazza@pbnlaw.com

Correspondent Name: Porzio, Bromberg & Newman, P.C.

Address Line 1: 100 Southgate Parkway

Address Line 4: Morristown, NEW JERSEY 07962

NAME OF SUBMITTER:	Christopher P. Mazza	
SIGNATURE: /Christopher P. Mazza/		
DATE SIGNED:	03/21/2023	

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 16, 2023, is made by Engineered Security Systems, Inc. ("Assignor"), a New Jersey Corporation, located at 1 Indian Lane East, Towaco, NJ 07082, in favor of ESSI, LLC, d/b/a Engineered Security Systems ("Assignee"), a New Jersey limited liability company, located at 1 Indian Lane East, Towaco, NJ 07082.

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration as more fully set forth in the Written Consent of all of the Shareholders of Assignor executed on or about the date of this Trademark Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Assignor 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor 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 Trademarks to Assignee, or any assignee or successor thereto. Assignee shall bear all costs of recordation and further action

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and promptly and fully reimburse Assignor and hold Assignor harmless for any and all costs and fees associated with any action required or requested of Assignor pursuant to this Trademark Assignment.

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Engineered Security Systems, Inc.

Ву:

Name: David George Title: President

AGREED TO AND ACCEPTED:

ESSI, LLC

Name: Steven A. San Filippo

Title: Chief Restructuring Officer

SCHEDULE 1 Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Engineered Security Systems	USA	2156943	May 12, 1998

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RECORDED: 03/21/2023

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