

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESSI, LLC		03/23/2023	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	B Safe, LLC		
Street Address:	109 Baltimore Ave		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19805		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2156943	ENGINEERED SECURITY SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7044173275		
Email:	lauren.conners@nelsonmullins.com, ipdocket@nelsonmullins.com		
Correspondent Name:	Lauren G. Conners		
Address Line 1:	301 S. College Street, Suite 2300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	048849/09121		
NAME OF SUBMITTER:	Lauren G. Conners		
SIGNATURE:	/Lauren G. Conners/		
DATE SIGNED:	03/31/2023		
Total Attachments: 5			
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CH \$40.00 2156943

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “*Assignment*”), effective as of March 23, 2023, is made by and between ESSI, LLC, a New Jersey limited liability company d/b/a Engineered Security Systems (“*Assignor*”), and B Safe, LLC or its designee, a Delaware limited liability company (including any nominee(s) thereof, collectively, “*Assignee*”). Assignor and Assignee are each referred to herein individually as a “*Party*” and collectively, as the “*Parties*.”

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated of as of March 6, 2023 (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 of Assignor, including that 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 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

Execution Version

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 New Jersey (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:

ESSI, LLC D/B/A ENGINEERED SECURITY SYSTEMS

By: 
Name: Steven A. San Filippo
Title: Chief Restructuring Officer

ASSIGNEE:

B SAFE, LLC

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:

ESSI, LLC D/B/A ENGINEERED SECURITY SYSTEMS

By: _____

Name:

Title:

ASSIGNEE:

B SAFE, LLC

By:  _____

Name: Philip H. Gardner

Title: President

SCHEDULE A

Trademarks

Word Mark	ENGINEERED SECURITY SYSTEMS
Goods and Services	IC 042. US 100 101. G & S: monitoring burglar, fire, and security alarm systems FIRST USE: 19710400 FIRST USE IN COMMERCE: 19720100
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75307240
Filing Date	June 11, 1997
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	February 17, 1998
Registration Number	2156943
Registration Date	May 12, 1998
Owner	ESSI, LLC, 1 Indian Lane, East Towaco, New Jersey 07082, conveyed from Engineered Security Systems, Inc. via Trademark Assignment Agreement on March 16, 2023
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SECURITY SYSTEMS" APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20180428.
Renewal	2ND RENEWAL 20180428
Live/Dead Indicator	LIVE

Domain Names

engineeredsecurity.com

Trade Names

Engineered Security Systems

ESSI, LLC

[Schedule A to Assignment of Intellectual Property]