

Form PTO-1595 (Rev. 06-12)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

NextAlarm Monitoring Services, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 10/01/2012

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Corrective Assignment, to correct spelling of conveying party, Reel/Frame No. 029105/0367

2. Name and address of receiving party(ies)

Name: Numerex, Corp.

Internal Address: _____

Street Address: 1600 Parkwood Circle, Suite 500

City: Atlanta

State: Georgia

Country: U.S. Zip: 30339

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

12018724, 12504709, 13004917, 13194912

61081431

B. Patent No.(s)

7245703, 7440554, 7593512, 7734020,

Additional numbers attached? ☐ Yes ☒ No

7613278

5. Name and address to whom correspondence concerning document should be mailed:

Name: King & Spalding

Internal Address: _____

Street Address: 1180 Peachtree Street

City: Atlanta

State: GA Zip: 30309

Phone Number: 494.572.4600 (404.527.5134 Fax)

Docket Number: 07380.105028

Email Address: ssexton@kslaw.com

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 400.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 11-0980

Authorized User Name Sally Sexton

9. Signature:

Sally Sexton
Signature

1-22-2013

Date

Sally Sexton

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") is effective as of October 1, 2012, by NextAlarm Monitoring Service, Inc., a Nevada corporation ("Seller") in favor of Numerex Corp., a Pennsylvania corporation ("Buyer"). Seller and Buyer are referred to herein individually as a "Party" and, collectively, as the "Parties."

WHEREAS, Seller, Buyer and the majority shareholder of Seller entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of even date herewith, for the sale of certain assets of Seller to Buyer, and pursuant to the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to execute and deliver this IP Assignment for recordation with governmental authorities including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, in consideration for the consummation of the transaction described in Purchase Agreement and the covenants and promises set forth therein and herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals thereof, and all inventions and know-how relating in any way to the subject matter of the patents (the "Patents");

(b) the trademarks and all associated common-law rights therein, registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(c) 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;

(d) 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

(e) 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

EXECUTION VERSION

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 authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment 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 IP Assignment delivered by facsimile, electronic 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

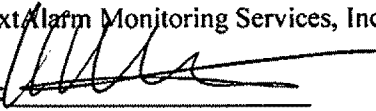
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Next Alarm Monitoring Services, Inc.

By: 

Name: H. ALEXANDER ECCROY

Title: PRESIDENT

Address for Notices: 1419 PARK DR
OJAI, CA, 93023

AGREED TO AND ACCEPTED:

Numerex Corp.

By: _____

Name:

Title:

Address for Notices:

EXECUTION VERSION

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

NextAlarm Monitoring Services, Inc.

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

Numerex Corp.

By: 

Name:

ALAN B. CATHELL

Title:

CHIEF FINANCIAL OFFICER

Address for Notices: 3330 CUMBERLAND BLVD

SUITE 700

ATLANTA GA 30339

EXECUTION VERSION

Schedule 1

Patents

<u>Patent Name</u>	<u>Registration Number</u>
Alarm Signal Interceptor, Middleware Processor, and Re-Transmitter using Caller ID	7,245,703
Improvements in Alarm Signal Interceptor, Middleware Processor, and Re-Transmitter	7,440,554
Private VoIP Network for Security System Monitoring	7,593,512
Two-Way Voice and Voice Over IP Receivers for Alarm Systems	7,734,020
Alarm System Activation Platform	7,613,278
Alarm System for use of Satellite Broadband	Provisional
	US Patent Application Ser. No. 61/081,431

Pending Patents

<u>Patent Name</u>	<u>US Patent Application Ser. No.</u>
Panel Saver CPE Detection Apparatus And Method*	10/840,280
Enhanced 911 Notification for Internet Enabled Alarm System	12/018, 724
Alarm System for use over Satellite Broadband	12/504,709
Wireless VOIP Network for Security System Monitoring	13/004,917
ALARM SYSTEM IP NETWORK WITH PSTN OUTPUT	13/194,912

*Application status: Abandoned -- After Examiner's Answer of Board of Appeals Decision

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Schedule 2

Trademarks

1. NEXTALARM.COM
United States Registration Number 3,249,281 - NEXTALARM.COM
2. PERS OVER IP POIP
United States Registration Number 3,263,658 – PERS OVER IP POIP
3. THE BROADBAND ALARM COMPANY
United States Registration Number 3,175,728 – THE BROADBAND ALARM COMPANY
4. ALARMS OVER IP AOIP
United States Registration Number 3,332,971 – ALARMS OVER IP AOIP
5. V-NOTIFY
United States Registration Number 3,333,730 – V-NOTIFY
6. ABBRA Stylized:



- United States Registration Number 3,076,222 – ABBRA Stylized
7. NEXTALARM.COM THE BROADBAND ALARM COMPANY
United States Registration Number 3,244,717 - NEXTALARM.COM THE BROADBAND ALARM COMPANY
8. E-NOTIFY
United States Registration Number 2,403,769 – E-NOTIFY

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NextAlarm Monitoring Service, Inc. <i>Services</i>	10/01/2012
RECEIVING PARTY DATA	
Name:	Numerex, Corp.
Street Address:	1600 Parkwood Circle, Suite 500
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	7245703
Patent Number:	7440554
Patent Number:	7593512
Patent Number:	7734020
Patent Number:	7613278
Application Number:	61081431
Application Number:	12018724
Application Number:	12504709
Application Number:	13004917
Application Number:	13194912
CORRESPONDENCE DATA	

Fax Number: 4045725134

Phone: 404.572.4600

Email: ssexton@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Sally Sexton

Address Line 1: 1180 Peachtree St.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

07380.105028

NAME OF SUBMITTER:

Sally Sexton

Signature:

/sallysexton/

Date:

10/10/2012

Total Attachments: 6

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RECEIPT INFORMATION

EPAS ID: PAT2128471

Receipt Date: 10/10/2012

Fee Amount: \$400

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 11, 2012

PTAS

SALLY SEXTON
1180 PEACHTREE ST.
ATLANTA, GA 30309

502090045

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/10/2012

REEL/FRAME: 029105/0367
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 07380.105028

ASSIGNOR:

NEXTALARM MONITORING SERVICE, INC.

DOC DATE: 10/01/2012

ASSIGNEE:

NUMEREX, CORP.

1600 PARKWOOD CIRCLE, SUITE 500
ATLANTA, GEORGIA 30339

APPLICATION NUMBER: 10462708

FILING DATE: 06/17/2003

PATENT NUMBER: 7245703

ISSUE DATE: 07/17/2007

TITLE: ALARM SIGNAL INTERCEPTOR, MIDDLEWARE PROCESSOR, AND
RE-TRANSMITTER USING CALLER ID

APPLICATION NUMBER: 10861790

FILING DATE: 06/07/2004

PATENT NUMBER: 7440554

ISSUE DATE: 10/21/2008

TITLE: ALARM SIGNAL INTERCEPTOR, MIDDLEWARE PROCESSOR, AND
RE-TRANSMITTER

APPLICATION NUMBER: 11226857

FILING DATE: 09/14/2005

PATENT NUMBER: 7593512

ISSUE DATE: 09/22/2009

TITLE: PRIVATE VOIP NETWORK FOR SECURITY SYSTEM MONITORING