

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NextAlarm Monitoring Services, Inc.		10/01/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Numerex Corp.
Street Address:	3330 Cumberland Boulevard Southeast
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3249281	NEXTALARM.COM
Registration Number:	3263658	PERS OVER IP POIP
Registration Number:	3175728	THE BROADBAND ALARM COMPANY
Registration Number:	3332971	ALARMS OVER IP AOIP
Registration Number:	3333730	V-NOTIFY
Registration Number:	3076222	ABBRA
Registration Number:	3244717	NEXTALARM.COM THE BROADBAND ALARM COMPANY
Registration Number:	3403769	E-NOTIFY

CORRESPONDENCE DATA

Fax Number: 7704347376
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 770-434-6868
 Email: tjames@taylorenghish.com

OP \$215.00 3249281

Correspondent Name: W. Scott Creasman
Address Line 1: 1600 Parkwood Circle, Suite 400
Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER: 60321-0025 (IP ASGN - TM)


NAME OF SUBMITTER: W. Scott Creasman

Signature: /wsc/

Date: 01/10/2013

Total Attachments: 6
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") is effective as of October 1, 2012, by NextAlarm Monitoring ^{Services} ~~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

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]

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: H. ALEXANDER ECCIOT

Title: PRESIDENT

Address for Notices: 1418 PARK DR
DUBLIN, CA, 94568

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. CATHELAU
Title: CHIEF FINANCIAL OFFICER
Address for Notices: 3330 CUMBERLAND BLVD
SUITE 700
ATLANTA GA 30339