

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Industrial Security Services Corporation		06/06/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Universal Protection Service, LP		
Street Address:	1551 N. Tustin Avenue, Suite 650		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2509718	ISSC	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
<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:	(858)720-8900		
Email:	Docketing@SheppardMullin.com, CStroesser@SheppardMullin.com		
Correspondent Name:	David E. Heisey		
Address Line 1:	Sheppard Mullin Richter & Hampton LLP		
Address Line 2:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130-2006		
ATTORNEY DOCKET NUMBER:	15EG-211003-ISSC		
NAME OF SUBMITTER:	Jesse A. Salen		
SIGNATURE:	/Jesse A. Salen/		
DATE SIGNED:	07/10/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of June 6, 2014, by and between Industrial Security Services Corporation, a Texas corporation ("Assignor"), and Universal Protection Service, LP, a California limited partnership (together with its successors and assigns, "Assignee").

RECITALS

WHEREAS, Assignor, Assignee and certain other parties named therein are parties to that certain Asset Purchase Agreement, made and entered into as of June 6, 2014 (the "Purchase Agreement"), pursuant to which Assignee is purchasing from Assignor substantially all of Assignor's Assets;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee its entire right, title and interest in and to the assets owned by Assignor listed on the attached Exhibit A ("Intellectual Property Assets");

WHEREAS, the execution and delivery of this Agreement is required by Section 2.07(a)(iii) of the Purchase Agreement;

WHEREAS, Assignor desires to assign to Assignee its entire right, title and interest in and to the Intellectual Property Assets owned by Assignor, and Assignee desires to acquire the entire right, title, and interest in and to the Intellectual Property Assets owned by Assignor; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above Recitals, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to all of the Intellectual Property Assets owned by Assignor, and the registrations therefor, for Assignee's use and enjoyment, and including the right to sue for and collect damages by reason of past, present and future infringement and the goodwill of the business and operations of the business associated with the Intellectual Property Assets, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. Successors and Assigns. Except as otherwise provided in this Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and Representatives.

3. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

4. Facsimile or Scanned Signature. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date first written above.

“ASSIGNOR”

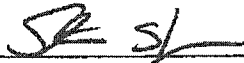
Industrial Security Services Corporation, a Texas corporation

By: _____
Name: _____
Title: _____

“ASSIGNEE”

Universal Protection Service, LP,
a California limited partnership

By: Universal Protection Service GP, LLC, a
Delaware limited liability company, its general
partner



Name: Steven S. Jones
Its: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date first written above.

“ASSIGNOR”

Industrial Security Services Corporation, a Texas corporation

By: 

Name: CHRIS DEMPSTER

Title: PRESIDENT / CEO

“ASSIGNEE”

Universal Protection Service, LP,
a California limited partnership

By: Universal Protection Service GP, LLC, a
Delaware limited liability company, its general
partner

Name: Steven S. Jones

Its: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005574 FRAME: 0393

EXHIBIT A

INTELLECTUAL PROPERTY

1. Trademark USPTO Reg. No. 2,509,718
2. Domain Name Registration: www.isscsecurity.com