

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diebold, Incorporated		02/01/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Securitas Electronic Security, Inc.		
Street Address:	4330 Park Terrace Drive		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91361		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2975774	SITE SENTRY	
Registration Number:	4029528	ENERGYALERT	
Registration Number:	2518630	REVISOR	
Registration Number:	2055756	INTELLISYS NETWORK	
Registration Number:	1988829	PRESIDER	
Registration Number:	4573321	SECURESTAT	
CORRESPONDENCE DATA			
Fax Number:	7043533148		
<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:	7043317448		
Email:	amanda.bryan@klgates.com		
Correspondent Name:	Amanda K. Bryan		
Address Line 1:	214 North Tryon Street, 47th Floor		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	3716841.00026		
NAME OF SUBMITTER:	Amanda K. Bryan		
SIGNATURE:	/Amanda K. Bryan/		
DATE SIGNED:	04/28/2016		

CH \$165.00 2975774

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), is entered into as of February 1, 2016, by and between Diebold, Incorporated, an Ohio corporation (“**Assignor**”) and Securitas Electronic Security, Inc., a Delaware corporation (“**Assignee**”) (each a “**Party**,” and collectively, the “**Parties**”).

RECITALS

- A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 25, 2015, by and among Assignor, The Diebold Company of Canada, Ltd., a Canadian corporation and a wholly owned subsidiary of Assignor, Assignee and 9481176 Canada Inc., a Canadian corporation (the “**Purchase Agreement**”).
- B. The IP Assignments include the trademarks and trademark applications set forth on Schedule A hereto (collectively, the “**Transferred Trademarks**”).
- C. The Parties now desire to enter into this Assignment to evidence the sale, assignment, transfer and delivery from Assignor to Assignee of the Transferred Trademarks.

STATEMENT OF AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, Assignor and Assignee agree as follows:

1. Defined Terms. Capitalized terms used herein without definition will have the respective meanings given to such terms in the Purchase Agreement.
2. Trademark Assignment. Assignor hereby sells, assigns, transfers, conveys, delivers and sets over to Assignee all of Assignor’s right, title and interest in and to the Transferred Trademarks, and Assignee hereby purchases and acquires from Assignor, all rights, title, and interests of Assignor:

(a) in and to the Transferred Trademarks, for the United States and its possessions and territories and for all foreign countries (including all rights therein provided by international conventions and treaties), together with the goodwill of the business in connection with which the Transferred Trademarks are used,

(b) in and to all United States and foreign registrations, renewals, and extensions of the Transferred Trademarks, now or hereafter in effect,

(c) in and to all causes of action and rights to sue for and damages resulting from past, present and future infringement or other unauthorized use of all United States and foreign trademarks granted or to be granted on the Transferred Trademarks, and

(d) in and to all income, royalties, damages or payments accrued, due or payable as of the Closing Date or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for, and collect the same,

in each case, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

3. Retained Diebold Trade Names and Trademarks. The Parties agree and acknowledge that none of the Retained Diebold Trade Names and Trademarks or rights thereunder are assigned to Assignee.
4. Recording. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable Governmental Authority, to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks to and in the name of Assignee.
5. No Waiver or Modification; Subject to Purchase Agreement. Nothing contained in this Assignment may be construed as a waiver of any of the rights or remedies of the Parties as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the Parties hereto pursuant to the Purchase Agreement. Assignor makes no representations or warranties with respect to the Transferred Trademarks except as specifically set forth in the Purchase Agreement. This Assignment is not intended to limit in any manner the terms of the Purchase Agreement nor is it intended to create any right or obligation broader (or more limited) than those specifically set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will govern and control. No provision of this Assignment may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Parties. No failure to enforce any provision of this Assignment will be deemed to or will constitute a waiver of such provision and no waiver of any of the provisions of this Assignment will be deemed to or will constitute a waiver of any other provision of this Assignment nor will such waiver constitute a continuing waiver. This Assignment is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference.

6. Headings. The headings in this Assignment are for convenience of identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Assignment or any provision herein.
7. Governing Law. This Assignment will be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to the conflicts of law rules thereof.
8. Further Assurances. Assignor for itself, its successors, assigns, and Affiliates hereby covenants and agrees that, at any time and from time to time upon the written request of Assignee, Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Assignor for the purpose of confirming the sale, assignment, transfer, conveyance, delivery and set-over to Assignee and its successor and assigns all of Assignor's right, title and interests in and to the Transferred Trademarks.
9. Counterparts; Electronic Signatures. This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. The transmission of any signed original counterpart of this Assignment by facsimile, email, or other reasonable form of electronic transmission will be deemed to be the effective delivery of an original counterpart of this Assignment.

[Signature pages follow this page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

DIEBOLD, INCORPORATED

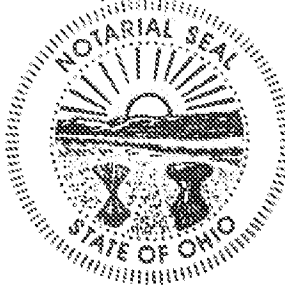
By: 
Name: Jonathan B. Leiken
Title: Senior Vice President, Chief Legal Officer and Secretary

STATE OF Ohio

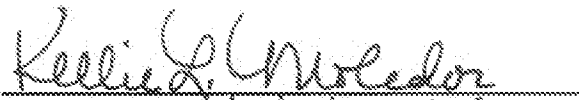
ss:

COUNTY OF Summit

On this 26th day of January, 2016 personally appeared before me Jonathan Leiken, known to me to be svp Chief Legal Officer, Secretary of Diebold, Incorporated, who acknowledged that he or she signed this instrument as a free act on behalf of Diebold, Incorporated.



KELLIE L. MOLEDOR
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
October 30, 2017


Notary Public: Kellie L. Moledor
My commission expires: 10/30/2017

[Signature Page to Trademark Assignment]

ASSIGNEE:

SECURITAS ELECTRONIC SECURITY, INC.

By:
Name:
Title:

Frederick W. London
Frederick W. London
VP & Secretary

STATE OF New York

ss:

COUNTY OF New York

On this 28th day of January, 2016, personally appeared before me
Frederick W. London, known to me to be VP & Secretary of Securitas Electronic
Security, Inc., who acknowledged that he or she signed this instrument as a free act on
behalf of Securitas Electronic Security, Inc.

Edward W. Greason

Notary Public:

My commission expires:

EDWARD W. GREASON
Notary Public, State of New York
No. 02GR6243896
Qualified in New York County
Commission Expires June 27, ~~2014~~
2019

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Reg. No (Appl. No.)	Reg. Date (Filing Date)
Site Sentry	United States	2975774	July 26, 2005
EnergyAlert	United States	4029528	September 20, 2011
Revisor	United States	2518630	December 11, 2001
Intellisys Network	United States	2055756	April 22, 1997
Presider	United States	1988829	July 23, 1996
SecureStat	United States	4573321	July 22, 2014