

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSA, Inc.		12/31/2021	Corporation: INDIANA
Global Controls, Inc.		12/31/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	MCE RSA Global Controls, LLC		
Street Address:	602 Sidwell Court, Unit A		
City:	St. Charles		
State/Country:	ILLINOIS		
Postal Code:	60174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2172974	RSA "THE RIGHT SOLUTIONS FOR AUTOMATION"	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6030.177		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	12/31/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), made this 31st day of December, 2021, is by and among RSA, Inc., an Indiana corporation ("RSA"), Global Controls, Inc. an Illinois corporation ("Global Controls"), and MCE RSA Global Controls, LLC, a Delaware limited liability company ("Assignee"). RSA and Global Controls are sometimes referred to herein collectively as "Assignors" and each individually as an "Assignor". All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement by and among Assignors, Assignee, each person identified on the signature pages thereto as Beneficial Owners, and Allan Scales, in his capacity as the representative of Sellers (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to sell, transfer, assign, convey and deliver to Assignee, directly as applicable, and Assignee has agreed to purchase, acquire and accept from Assignors, all of each Assignor's right, title and interest in, to and under all of the Acquired Assets for the consideration set forth in the Purchase Agreement, including the Intellectual Property;

WHEREAS, it is the intention of the parties hereto to reflect the foregoing transactions by the execution and delivery of this Assignment at the Closing;

WHEREAS, the Intellectual Property includes the trade names, trademarks and trademark registrations identified on the attached Schedule A (the "Marks"), the domain name registrations identified on the attached Schedule B (the "Domain Names"), and the social media accounts identified on the attached Schedule C (the "Social Media Accounts"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Intellectual Property from each Assignor.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of such Assignor's worldwide right, title and interest in and to the Intellectual Property, including, without limitation: (a) the Marks and all intellectual property rights therein, including all common-law rights therein and all registrations therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; (c) the Social Media Accounts identified on Schedule C; and (d) all works of authorship, trade secrets and all other intellectual property rights included in the Intellectual Property, including without limitation all patent, trade secret, copyright and other artistic, literary and moral rights, database, mask work, trademark, service mark, trade dress right and domain name rights and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing.

Each Assignor further assigns to Assignee all of such Assignor's rights (i) in and to causes of action and enforcement rights associated with the Marks, Domain Names, Social Media Accounts and other Intellectual Property, including, without limitation, all rights to pursue

damages, injunctive relief and other remedies for past and future infringement or other violation of the Marks, Domain Names, Social Media Accounts and other Intellectual Property and (ii) to apply in any or all countries of the world for trademark and copyright protection for the Intellectual Property.

Each Assignor agrees that it will place each of the Domain Names and Social Media Accounts in “unlocked” status and provide to Assignee the applicable Internet domain name registrars’ transfer authorization codes for each of the Domain Names and any required information to effectuate the transfer of such Assignor’s right, title, and interest in the Domain Names and Social Media Accounts (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names and Social Media Accounts.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignors and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

Sections 7.6 (Governing Law; Jurisdiction) and 7.8 (Arbitration) of the Asset Purchase Agreement shall apply to this Assignment, *mutatis mutandis*.

In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be executed as of the date first set forth above.

ASSIGNEE:

MCE RSA GLOBAL CONTROLS, LLC

By: *Neal Sahney*
Name: Neal Sahney
Title: Vice President and Secretary

ASSIGNORS:

RSA, INC.

By: _____
Name:
Title:

GLOBAL CONTROLS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be executed as of the date first set forth above.


ASSIGNEE:

MCE RSA GLOBAL CONTROLS, LLC


By: _____
Name: Neal Sahney
Title: Vice President and Secretary

ASSIGNORS:

RSA, INC.

By:  _____
Name: *ALLAN D. SCALES*
Title: *PRESIDENT/CEO*

GLOBAL CONTROLS, INC.

By:  _____
Name: *ALLAN D. SCALES*
Title: *PRESIDENT/CEO*

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

Intellectual Property – Marks

“The Right Solutions for Automation” (Reg. No. 2172974)

SCHEDULE B

Intellectual Property -- Domain Names

1. Rsainfo.com
2. Global-controls.us
3. GC240.com
4. RP240.com
5. Automationbraintrust.com

SCHEDULE C

Intellectual Property – Social Media Accounts

RSA Facebook Page

Global Controls Facebook Page