OP \$465.00 1692388

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM452694

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stanley Security Solutions, Inc.		02/22/2017	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	BEST Access Solutions, Inc.
Street Address:	6161 East 75th Street
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46250
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1692388	6K
Registration Number:	1288635	8K
Registration Number:	1690709	9K
Registration Number:	0926159	BEST
Registration Number:	2553746	BEST
Registration Number:	2688991	BEST
Registration Number:	2435461	BEST
Registration Number:	0937551	BEST
Registration Number:	0955008	BEST
Registration Number:	1166103	
Registration Number:	1202517	
Registration Number:	1202518	BEST
Registration Number:	4031002	
Registration Number:	2553455	IDH MAX
Registration Number:	2067025	KEYSTONE
Registration Number:	1704626	OMNILOCK
Registration Number:	2128911	SM SERVICES
Registration Number:	4104611	TRUSTSMITH

CORRESPONDENCE DATA

Fax Number: 5147350428

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.

Phone: 15147355410

Email: Sandra.Heller@dormakaba.com

Correspondent Name: Sandra Heller
Address Line 1: 7301 Boul Décarie

Address Line 4: Montréal, CANADA H4P 2G7

ATTORNEY DOCKET NUMBER:	4003
NAME OF SUBMITTER:	Sandra Heller
SIGNATURE:	/SandraHeller/
DATE SIGNED:	11/30/2017

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "<u>Assignment</u>") dated as of February 22, 2017 (the "<u>Effective Date</u>"), is made by and between Stanley Security Solutions, Inc., an Indiana corporation ("<u>Assignor</u>") and BEST Access Solutions, Inc., a Delaware corporation ("<u>Assignee</u>").

WITNESSETH:

WHEREAS, one of Assignor's and Assignee's affiliates entered into that certain Acquisition Agreement, dated as of December 20, 2016 (the "Acquisition Agreement"); and

WHEREAS, pursuant to the Acquisition Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed in Schedule A hereto, and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Acquisition Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Section 1.1 <u>Assignment</u>. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, together with all causes of action, past, present and future related to the Trademarks, including all right to damages and profits, due or accrued, throughout the world. Assignor further consents to recordation of this Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign office.
- Section 1.2 <u>Cooperation</u>. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant trademark offices anywhere in the world.
- Section 1.3 <u>EXCLUSION OF WARRANTIES</u>. EXCEPT AS EXPRESSLY PROVIDED IN THE ACQUISITION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.
- Section 1.4 <u>General Provisions</u>. This Assignment and the Acquisition Agreement constitute the entire understanding and agreement of the parties hereto with respect to the

subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Acquisition Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Acquisition Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Acquisition Agreement, the terms of the Acquisition Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Trademarks beyond those rights provided in the Acquisition Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.5 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.6 <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

STANLEY SECURITY SOLUTIONS, INC.

 $\mathbf{B}\mathbf{v}$:

Name: Dobald J. Riccitelli Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement with Stanley Security Solutions, Inc.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Agreed and Accepted by:

BEST ACCESS SOLUTIONS, INC.

Name: Michael Kincaid

Title: President

[Signature Page to Trademark Assignment Agreement with Stanley Security Solutions, Inc.]

SCHEDULE A

Mark	Jurisdiction	Application	Registration	Registration
		No.	No.	Date
6K (WORD)	United States of America	74/025644	1692388	June 9, 1992
8K (WORD)	United States of America	73415383	1288635	Aug. 7, 1984
9K (WORD)	United States of America	74/025954	1690709	June 2, 1992
BEST & DESIGN (V2)	United States of America	72/363,865	926159	Dec. 28, 1971
BEST & DESIGN (V3)	Norway	111786	90271	Feb. 7, 1974
BEST & DESIGN (V3)	Sweden	3357/1972	143793	July 20, 1973
BEST & DESIGN (V4)	Sweden	94-04696	303244	June 30, 1995
BEST & DEVICE	Argentina	3227369	2646482	May 5, 2014
BEST (STYLIZED)	United States of America	75/977,603	2553746	Mar. 26, 2002
BEST (STYLIZED)	United States of America	75/977,604	2688991	Feb. 18, 2003
BEST (STYLIZED)	Barbados	81/17136	8117136	June 12, 2003
BEST (STYLIZED)	New Zealand	652545	652545	Feb. 15, 2002
BEST (STYLIZED)	Singapore	T01/09888B	T0109888B	July 4, 2001
BEST (STYLIZED)	Brazil	824037740	824037740	Jan. 13, 2009
BEST (STYLIZED)	United Arab Emirates	43997	37619	Apr. 17, 2003
BEST (STYLIZED)	Saudi Arabia	72419	76727	Jan. 7, 2005
BEST (STYLIZED)	Egypt	144234	144234	July 18, 2001
BEST (STYLIZED)	Mexico	501147	755441	July 24, 2002
BEST (STYLIZED)	Venezuela	2001-015123	P241974	Nov. 11, 2002
BEST (STYLIZED)	Japan	2003-100196	4887831	Aug. 12, 2005
BEST (STYLIZED)	European Union	2281509	2281509	July 2, 2001
BEST (STYLIZED)	United States of America	75/170,994	2435461	Mar. 13, 2001
BEST (STYLIZED)	Vietnam	4-2002-01735	47890	June 19, 2003
BEST (STYLIZED)	Australia	903567	903567	Oct. 3, 2002
BEST (STYLIZED)	Canada	1,116,204	TMA627273	Dec. 2, 2004
BEST (STYLIZED)	Philippines	42001004930	42001004930	Dec. 19, 2005
BEST (STYLIZED)	Japan	2003100195	4872918	June 17, 2005
BEST (STYLIZED)	Japan	2003-100197	4872919	June 17, 2005
BEST (STYLIZED)	Argentina	2344784	2708827	Sept. 6, 2004
BEST (STYLIZED)	Argentina	3227368	2646481	May 5 2014
BEST (STYLIZED)	New Zealand	652546	652546	Feb. 15, 2002
BEST (STYLIZED)	Barbados	81/17137	8117137	June 12, 2003
BEST (STYLIZED)	Brazil	824037723	824037723	Jan. 13, 2009
BEST (STYLIZED)	Egypt	144235	144235	July 9, 2007

BEST (STYLIZED)	Singapore	T01/09889J	T0109889J	July 4, 2001
BEST (STYLIZED)	United Arab	43996	56013	Nov. 16, 2005
	Emirates			
BEST (STYLIZED)	United Arab	43995	35466	Aug. 26, 2001
Í	Emirates			
BEST (STYLIZED)	Egypt	144236	144236	July 9, 2007
BEST (STYLIZED)	Mexico	501149	958481	Aug. 31, 2001
BEST (STYLIZED)	New Zealand	652547	652547	Feb. 15, 2002
BEST (STYLIZED)	Barbados	81/17138	8117138	June 12, 2003
BEST (STYLIZED)	Brazil	824037588	824037588	Jan. 13, 2009
BEST (STYLIZED)	Singapore	T01/09890D	T0109890D	July 4, 2001
BEST (STYLIZED)	Venezuela	2001-015124	P241975	Nov. 11, 2002
BEST (STYLIZED)	Argentina	3227368	2646481	May 5, 2014
BEST (WORD)	United States of	72/391,075	937551	July 11, 1972
	America	,		
BEST (WORD)	Canada	792,884	TMA571779	Dec. 5, 2002
BEST (WORD)	United States of	72/390,222	955008	Mar. 13, 1973
,	America			,
BEST ACCESS	China	8271858	8271858	Mar. 14, 2014
SYSTEMS				
AND DESIGN				
BEST ACCESS	China	8271857	8271857	Feb. 6, 2014
SYSTEMS				
AND DESIGN				
BEST ACCESS	China	8271856	8271856	Dec. 27, 2013
SYSTEMS				
AND DESIGN				
DESIGN ONLY	Saudi Arabia	74775	65535	Nov. 3, 2002
(GLOBE)				
DESIGN ONLY	Malaysia	2002/00371	200200371	Jan. 11, 2002
(GLOBE)	 			12 12 2001
DESIGN ONLY	Singapore	T01/17652B	T0117652B	Nov. 12, 2001
(GLOBE)		1.1007.6	1.10056	4 44 4000
DESIGN ONLY	Egypt	148856	148856	Apr. 23, 2008
(GLOBE)	D '1	004200104	004000104	7.2007
DESIGN ONLY	Brazil	824302184	824302184	June 5, 2007
(GLOBE)	D	100165.01	12016501	1 1 17 2002
DESIGN ONLY	Panama	120165-01	12016501	July 17, 2003
(GLOBE)	Thailand	177052	KOR166673	Aug 21 2002
DESIGN ONLY (GLOBE)	1 Hamanu	477053	NOK1000/3	Aug. 21, 2002
DESIGN ONLY	Mexico	529990	741642	Mar. 27, 2002
(GLOBE)	IVICAICO	34999U	/+1042	Wiai. 27, 2002
DESIGN ONLY	China	3075427	3075427	May 21, 2003
(GLOBE)	Cinna	3073427	3013421	Way 21, 2005
DESIGN ONLY	New Zealand	652548	652548	Feb. 15, 2002
(GLOBE)	Thew Zearand	032340	052570	100.13, 2002
DESIGN ONLY	United Arab	45887	37347	Apr. 15, 2003
(GLOBE)	Emirates	15007	373 77	1 ipi. 13, 2003
(CEOBE)			1	

DESIGN ONLY (GLOBE)	Barbados	81/17133	8117133	June 12, 2003
DESIGN ONLY (GLOBE)	Hong Kong	00361/2002	20722003	Feb. 18, 2003
DESIGN ONLY (GLOBE)	India	1081832	1081832	Feb. 19, 2002
DESIGN ONLY (GLOBE)	Indonesia	D00-02-02929	528415	Jan. 22, 2003
DESIGN ONLY (GLOBE)	Argentina	3283607	2688843	Oct. 24, 2014
DESIGN ONLY (GLOBE)	Canada	1,127,683	TMA590282	Sept. 19, 2003
DESIGN ONLY (GLOBE)	Australia	903565	903565	Sept. 30, 2002
DESIGN ONLY (GLOBE)	Republic of Korea	4020021913	40557853	Aug. 29, 2003
DESIGN ONLY (GLOBE)	Vietnam	4-2002-01734	47889	June 19, 2003
DESIGN ONLY (GLOBE)	European Union	2530152	2530152	Mar. 1, 2004
DESIGN ONLY (GLOBE)	Argentina	2368690	2601661	Mar. 10, 2003
DESIGN ONLY (GLOBE)	China	3075446	3075446	Sept. 7, 2003
DESIGN ONLY (GLOBE)	Egypt	148857	148857	Apr. 23, 2008
DESIGN ONLY (GLOBE)	Singapore	T01/17653J	T0117653J	Nov. 12, 2001
DESIGN ONLY (GLOBE)	United Arab Emirates	45888	37346	Apr. 15, 2003
DESIGN ONLY (GLOBE)	New Zealand	652549	652549	Feb. 15, 2002
DESIGN ONLY (GLOBE)	Saudi Arabia	74776	65536	Nov. 3, 2002
DESIGN ONLY (GLOBE)	Mexico	529989	740615	Mar. 26, 2002
DESIGN ONLY (GLOBE)	Brazil	824302192	824302192	June 5, 2007
DESIGN ONLY (GLOBE)	India	1081835	1081835	Feb. 19, 2002
DESIGN ONLY (GLOBE)	Thailand	477054	KOR166674	Aug. 21, 2002
DESIGN ONLY (GLOBE)	Panama	120166-01	12016601	July 17, 2003
DESIGN ONLY (GLOBE)	Malaysia	2002/00372	200200372	Jan. 11, 2002
DESIGN ONLY (GLOBE)	Barbados	81/17134	8117134	June 12, 2003

DESIGN ONLY (GLOBE)	Hong Kong	00360/2002	010852003	Jan. 29, 2003
DESIGN ONLY (GLOBE)	Indonesia	D00-02-02928	528414	Jan. 22, 2003
DESIGN ONLY (GLOBE)	China	3075445	3075445	May 7, 2003
DESIGN ONLY (GLOBE)	Malaysia	2002/00373	200200373	Jan. 11, 2002
DESIGN ONLY (GLOBE)	Singapore	T01/17654I	T0117654I	Nov. 12, 2001
DESIGN ONLY (GLOBE)	Panama	120161-01	12016101	July 17, 2003
DESIGN ONLY (GLOBE)	New Zealand	652550	652550	Feb. 15, 2002
DESIGN ONLY (GLOBE)	Mexico	529988	740614	Mar. 26, 2002
DESIGN ONLY (GLOBE)	Thailand	477055	KOR166675	Aug. 21, 2002
DESIGN ONLY (GLOBE)	Argentina	2368691	2601662	Mar. 10, 2003
DESIGN ONLY (GLOBE)	Brazil	824302230	824302230	June 5, 2007
DESIGN ONLY (GLOBE)	Saudi Arabia	74777	65537	Nov. 3, 2002
DESIGN ONLY (GLOBE)	Egypt	148858	148858	Apr. 23, 2008
DESIGN ONLY (GLOBE)	United Arab Emirates	45889	37345	Apr. 15, 2003
DESIGN ONLY (GLOBE)	Barbados	81/17135	8117135	June 12, 2003
DESIGN ONLY (GLOBE)	Hong Kong	00359/2002	20712003	Feb. 18, 2003
DESIGN ONLY (GLOBE)	India	1081836	1081836	Feb. 19, 2002
DESIGN ONLY (KEY HEAD V1)	United States of America	73243728	1166103	Aug. 25, 1981
DESIGN ONLY (KEY HEAD V2)	United States of America	73271722	1202517	July 27, 1982
DESIGN ONLY (KEY HEAD V3)	United States of America	73271723	1202518	July 27, 1982
GLOBE DESIGN	United States of America	85/144,510	4031002	Sept. 27, 2011
GLOBE DESIGN	Philippines	42002000370	42002000370	Apr. 28, 2006
GLOBE DESIGN	China	960143921	1171198	Apr. 28, 1998
GLOBE DESIGN	China	960143922	1165145	Apr. 7, 1998
GMT	China	1117464	1117464	Oct. 7, 1996
GMT GMT	China China	647673 6294527	647673	June 28, 1996 Mar. 28, 2010
GMT	China	5528562	5528562	Sept. 28, 2009
OIVII	Cililia	1 3320302	1 3320302	_ 5cμι. 20, 2009

GMT	China	866279	866279	Aug. 28, 1996
GMT	Malaysia	7009747	7009747	May 25, 2007
GMT	United Arab	100925	101966	Apr. 19, 2010
	Emirates			_
GMT	Singapore	T0316642G	T0316642G	Feb. 28, 2005
GMT	Hong Kong	2002B06675	2002B06675	Aug. 7, 2001
GMT	Saudi Arabia	723/60	723/60	Apr. 15, 2004
GMT	Taiwan	92064861	1123013	Oct. 16, 2004
GMT	Taiwan	95053874	1268589	July 1, 2007
GMT	Taiwan		91765	Sept. 1, 1977
GMT	Viet Nam	4-2002-02949	4-0059515-000	Jan. 4, 2005
GMT	Philippines	420039515	9515	June 25, 2006
IDH MAX (WORD)	United States of	75819339	2553455	Mar. 26, 2002
	America			
KEYSTONE	United States of	75/107177	2067025	June 3, 1997
	America			
OMNILOCK	United States of	74119727	1704626	Aug. 4, 1992
	America			
SM SERVICES	United States of	75/225967	2128911	Jan. 13, 1998
(WORD)	America			
GMT	Indonesia	D002004006961	IDM000051523	Sept. 19, 2005
TRUSTSMITH	United States of	85306856	4104611	Feb. 28, 2012
	America			

RECORDED: 11/30/2017