

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM649416

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pro Access Systems, Inc.		04/30/2021	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fencing Supply Group Acquisition, LLC		
<b>Street Address:</b>	211 Perimeter Center Pkwy NE, #250		
<b>City:</b>	Dunwoody		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88771137	ENTRY PRO	
<b>Serial Number:</b>	88771125	SENTINEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498519348		
<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>			
<b>Phone:</b>	949-851-0633		
<b>Email:</b>	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
<b>Correspondent Name:</b>	Sarah E. Bro		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	18565 Jamboree Road, Suite 250		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>NAME OF SUBMITTER:</b>	Sarah E. Bro		
<b>SIGNATURE:</b>	/sarah e. bro/		
<b>DATE SIGNED:</b>	05/25/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is made and entered into as of April 30, 2021, by and between Pro Access Systems, Inc., an Illinois corporation (“*Assignor*”), and Fencing Supply Group Acquisition, LLC, a Delaware limited liability company (“*Assignee*”). All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of the date hereof (the “*APA*”), by and among Assignor, Assignee and the other parties named therein.

### RECITALS

WHEREAS, Assignor has entered into the APA with Assignee, pursuant to which Assignor is selling, assigning, transferring and delivering to Assignee, among other assets, the Assigned Intellectual Property (as defined below);

WHEREAS, the patents and patent applications described in Exhibit A attached hereto and made a part hereof and the trademarks and trademark applications described in Exhibit B attached hereto and made a part hereof (collectively, “*Assigned Intellectual Property*”) are pending or registered with the U.S. Patent and Trademark Office in the name of Assignor; and

WHEREAS, pursuant to the terms of the APA, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor’s right, title and interest in and to the Assigned Intellectual Property, free and clear of all Liens (other than Permitted Liens), together with:

- (a) all goodwill of the business associated with the trademarks comprising the Assigned Intellectual Property, together with that portion of Assignor’s business that is ongoing and existing to which the trademarks pertain;
- (b) all rights in and to any of the foregoing, including the right to sue, recover damages, costs and attorneys’ fees for past and present infringement or misappropriation of any of the foregoing; and
- (c) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Transfer Documents; Further Assurances. Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee’s right to the Assigned Intellectual Property and to render all necessary assistance in making application for and obtaining registration of the Assigned Intellectual Property with the U.S. Patent and Trademark Office, and in enforcing any rights or choses in action accruing as a result of such applications or the Assigned Intellectual Property, by giving testimony in any proceedings or transactions involving such applications or the Assigned Intellectual Property and by executing preliminary statements

or other affidavits, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

3. Subject to the APA. This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the APA, which are incorporated herein by this reference. Nothing in this Assignment, express or implied, is intended or shall be construed to expand, defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the APA. In the event of any conflict between this Assignment and the APA, the APA shall control.

4. Third Parties. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or other entity, other than Assignor and Assignee and their permitted successors or assigns, any rights, remedies, obligations or liabilities.

5. Governing Law. This Assignment shall be governed by and construed in accordance with (a) the laws of the United States, in respect to trademark and patent issues, and (b) the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware.

6. Successors and Assigns. This Assignment is executed pursuant to the APA and is entitled to the benefits and subject to the provisions thereof and shall bind and inure to the benefit of the successors and assigns of each party hereto, whether or not so expressed.

7. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except in writing signed by Assignor and Assignee.

8. Headings: Execution in Counterparts. The section headings and captions contained herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. This Assignment may be executed in any number of counterparts (including by .pdf or other electronic means), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

*[Signature pages to follow]*

ASSIGNEE:

FENCING SUPPLY GROUP ACQUISITION, LLC

By Andrea Hogan  
Name: Andrea Hogan  
Title: Chief Executive Officer

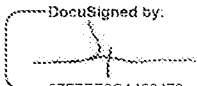
*[Signature Page to Intellectual Property Assignment]*

**TRADEMARK**  
**REEL: 007305 FRAME: 0453**

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered by an authorized officer or signatory of each of Assignor and Assignee as of the date first written above.

**ASSIGNOR:**

**PRO ACCESS SYSTEMS, INC.**

By:  \_\_\_\_\_  
DocuSigned by:  
67F7EE3C1466479  
Name: Donald R. Parrin  
Title: President

**ASSIGNEE:**

**FENCING SUPPLY GROUP ACQUISITION, LLC**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Intellectual Property Assignment]*

Exhibit A

Patents and Patent Applications

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Status</b>	<b>Owner</b>
Pivot Device for a Navigation Light	16/658,639	10/21/2019	Notice of Allowance issued 4/2/2021	Pro Access Systems, Inc.
Pivot Device for a Navigation Light	16/658,668	10/21/2019	Pending	Pro Access Systems, Inc.
Device for Warning or Barrier Gate	16/658,680	10/21/2019	Pending	Pro Access Systems, Inc.

Exhibit B

Trademarks and Trademark Applications

<b>Trademark</b>	<b>Application Date</b>	<b>Application No.</b>	<b>Owner/Applicant</b>
ENTRY PRO	1/23/2020	88771137	Pro Access Systems, Inc.
SENTINEL	1/23/2020	88771125	Pro Access Systems, Inc.