

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of January 10, 2025, by and between Pinnacle Security, Inc., a Louisiana corporation (“**PSI**”), and Pinnacle Security, Inc., a Georgia corporation, formerly known as Paradigm Security Services, Inc. (“**PSS**”) (PSI and PSS collectively, “**Assignor**”), on one hand, and Universal Protection Service, LLC, a Delaware limited liability company, d/b/a “**AlliedUniversal**” (together with its successors and assigns, “**Assignee**”), on the other hand. Assignor and Assignee are collectively referenced herein as the “**Parties**”.

WHEREAS, Assignor, Assignee and Chad Perez, being the owner of all of the issued and outstanding capital stock of PSI, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Assignee is purchasing the Assets from Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor; and

WHEREAS, the execution and delivery of this Agreement is required by Sections 2.07(a)(i) and 2.07(b)(ii) of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. Assignment and Assumption. Effective as of the Effective Time, Assignor hereby assigns, sells, transfers and sets over to Assignee all of Assignor’s right, title, benefit, privileges and interest in and to, all of Assignor’s Assets that are intangible personal property, including, without limitation, (a) the Assigned Contracts, and (b) all of Assignor’s obligations and liabilities in connection with each of the Assumed Liabilities (collectively, the “**Assignment**”). Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay when due and discharge, all of the Assumed Liabilities, including, without limitation, all liabilities of Assignor to be observed, performed, paid or discharged from and after the Effective Time in connection with the Assignment. Assignee assumes no Liabilities of Assignor other than the Assumed Liabilities, and the Parties hereto agree that all Retained Liabilities shall remain the sole responsibility of Assignor.

3. Terms of the Purchase Agreement. Notwithstanding anything to the contrary herein, the terms of this Assignment are subject to the terms, conditions and limitations set forth in the Purchase Agreement, and nothing contained in this Assignment will be deemed to supersede, modify, limit or amend any of the rights, duties or obligations of Assignor, Assignee or any other Person under the Purchase Agreement. This Assignment is intended only to further effect the transfer of the Assigned Contracts to, and assumption of the Assumed Liabilities, by Assignee, as contemplated by the terms of the Purchase Agreement. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. Except as otherwise provided in this Agreement, 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.

5. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to create any third-party beneficiaries.

6. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to its conflicts or choice of law principles. Subject to Section 8.04 of the Purchase Agreement, each Party hereby irrevocably consents and submits to the jurisdiction of any Delaware Chancery or federal court located in the State of Delaware, regarding any legal action, equitable suit or other proceeding arising out of or related to this Agreement or the relationship between the Parties hereto created hereby or thereby. Each of the Parties hereto waives to the fullest extent permitted by Law any right it may have to trial by jury in respect of any claim, demand, action or cause of action based on, or arising out of, under or in connection with this Agreement or the relationship between the Parties hereto created hereby or thereby.

7. Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired or prejudiced.

8. Amendment. This Agreement shall not be amended or modified except with the express written consent of the Parties hereto.

9. Further Assurances. Assignor hereby covenants and agrees to cooperate and cause its affiliates to cooperate with Assignee from time to time on or after the date of this Agreement, upon written request of Assignee, and without further consideration, to take all actions and to execute and deliver all other documents and instruments reasonably necessary or appropriate to fully evidence, vest, perfect and confirm, document, record and carry out the Assignment contemplated by the Purchase Agreement and this Agreement and Assignee's ownership of all rights, title and interests therein, and any costs or expenses resulting from the foregoing shall be paid equally by Assignor and Assignee.

10. Facsimile or Scanned Signature. This Agreement 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 PAGES FOLLOW]

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

**“ASSIGNOR”**

PINNACLE SECURITY, INC.,  
a Louisiana corporation

By: 

Name: Chad Pérez

Title: President and CEO

PINNACLE SECURITY, INC.,  
a Georgia corporation

By: 

Name: Chad Pérez

Title: President and CEO

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

**“ASSIGNEE”**

UNIVERSAL PROTECTION SERVICE, LLC,  
a Delaware limited liability company

Signed by:  


By: \_\_\_\_\_  
Name: Steven S. Jones  
Its: Chief Executive Officer