

09-28-1999



101156519

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

SEP 23

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

07 29 1999

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code
85040

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

09/27/1999 NTHAI1 00000204 75394838

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
400.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001966 FRAME: 0203

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name	
Address (line 1)	
Address (line 2)	
Address (line 3)	
Address (line 4)	

Correspondent Name and Address

Area Code and Telephone Number (602) 279-1600

Name	Frank G. Long
Address (line 1)	MORRISON & HECKER LLP
Address (line 2)	2800 N Central Avenue
Address (line 3)	Suite 1600
Address (line 4)	Phoenix, AZ 85004

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

7

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75394838			1493954	974545	771076
			1398383	964057	1489981
			1837781	1884665	1896809

Number of Properties

Enter the total number of properties involved.

17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 440.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Frank G. Long
Name of Person Signing

Signature

09-21-99
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1100082		
1159700		
1952400		
1946013		
1817836		
2005282		
1400199		

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made July 29, 1999 (this "Assignment") by Calvert Holdings, LLC, a Maryland limited liability company with offices at One North Charles Street, 14th Floor, Baltimore, Maryland 21201, U.S.A. ("Calvert"), to Atlas.Soundolier.Com, Corp., a Delaware corporation with offices at The Pointe at South Mountain, 4545 E. Baseline Road, Phoenix, Arizona 85040, U.S.A. ("Assignee").

WHEREAS, the Atlas/Soundolier Division of Calvert is engaged in the business of the development, manufacture, marketing and sale of products within the commercial sound, professional audio, emergency warning, public safety and music industries (the "Business");

WHEREAS, Calvert has adopted, owns and is using in the Business the United States and foreign trademark registrations, pending trademark applications, common law trademarks trade dress, logos, slogans, and trade names disclosed in Exhibit A attached hereto and made a part hereof (the "Trademarks") and is the owner of such Trademarks and the goodwill of the business symbolized by such Trademarks and all common law rights associated therewith;

WHEREAS, Assignee is desirous of using the Trademarks and of acquiring the entire right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized by such Trademarks in connection therewith; and

WHEREAS, Calvert owns and is using in the Business the United States and Canadian patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) disclosed in Exhibit B attached hereto and made a part hereof (the "Patents");

WHEREAS, Calvert owns and is using in the Business (i) data, data bases and related documentation; (ii) trade secrets, confidential information, and proprietary data and information including, without limitation, compilations of data (whether or not copyrighted or copyrightable); (iii) ideas, formulae, compositions, blends, processes, know-how, processes and techniques, research and development information, drawings, specifications, designs, plans, improvements, proposals, technical data, financial and accounting data, business and marketing plans, and customer and supplier lists and related information; and (iv) copies and tangible embodiments of the foregoing or of the Trademarks and Patents (in whatever form or medium) (the "Proprietary Rights");

WHEREAS, Calvert and Assignee have entered into that certain Asset Purchase Agreement dated July 20, 1999, providing for the purchase by Assignee the goodwill and going concern value of the Business and certain assets of the Atlas/Soundolier Division of Calvert, including the Trademarks, Patents, and Proprietary Rights (collectively, the "Intellectual Property").

NOW, THEREFORE, for and in consideration of \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Calvert hereby sells, assigns, conveys and transfers unto Assignee all of its right, title and interest in, to and under the Trademarks, and any derivation thereof, together with (a) the benefit of any rights at common law which have accrued to Calvert through use of the Trademarks or otherwise, (b) the goodwill of the business symbolized by thereby, (c) all applications and registrations therefor, and (d) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity.

2. Calvert hereby sells, assigns, conveys and transfers unto Assignee all right, title and interest in, to and under the Patents together with the entire right, title and interest in and to all continuations, divisions, renewals, reissues, and extensions of the Patents and all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Patents, as well as the right to seek any and all remedies available at law or in equity.

3. Calvert hereby sells, assigns, conveys and transfers unto Assignee all of its right, title and interest in the Proprietary Rights and all rights and privileges granted and secured thereby, including, without limitation, any applications or registrations therefor, the right to sue and recover for any past or continuing infringement or misappropriation of the Proprietary Rights, as well as the right to seek any and all remedies available at law or in equity.

5. Calvert agrees that it will make no further use of the Intellectual Property except pursuant to licenses granted by Assignee.

6. All right, title and interest in the Intellectual Property shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Calvert if this Assignment had not been made. Without limitation to the foregoing, Calvert assigns with the Intellectual Property all associated income, royalties, damages and payments due from or payable by any third party (including, without limitation, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

7. Calvert hereby warrants that it has full right to convey the entire right, title and interest in the Intellectual Property herein assigned.

8. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or aggregate amount or value of the consideration with respect to Trademarks registered in the United Kingdom exceeds £60,000.

9. Calvert hereby confirms authorization for the United Kingdom representative of Assignee to execute the form of application to register on the United Kingdom Register the change of proprietor hereby effected.

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be executed as of the date first written above.

CALVERT HOLDINGS, LLC

By: _____

STATE OF _____)

_____)

COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is _____, that he is the _____ of Calvert Holdings, LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of July, 1999.

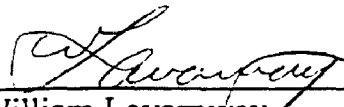
Notary Public

My Commission Expires:

ACCEPTED BY:

ATLAS.SOUNDOLIER.COM, CORP.

By: _____


William Lavarney

Treasurer and Chief Financial Officer

9. Calvert hereby confirms authorization for the United Kingdom representative of Assignee to execute the form of application to register on the United Kingdom Register the change of proprietor hereby effected.

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be executed as of the date first written above.

CALVERT HOLDINGS, LLC

By: *Gary Yelke*
Vice President

STATE OF MARYLAND)

COUNTY OF BALTIMORE)

I, MONICA ROVEAMP, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is GARY YELKE that he is the V.P. of Calvert Holdings, LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27 day of July, 1999.

Monica Roveamp
Notary Public

My Commission Expires:

8/1/02

ACCEPTED BY:

ATLAS.SOUNDOLIER.COM, CORP.

By: _____

William Lavarney
Treasurer and Chief Financial Officer

**EXHIBIT A
TRADEMARKS**

MARK	COUNTRY	STATUS	REG. NO.	REG. DATE	APPLICATION SERIAL NO.	FILING DATE
"AP Series" Design	USA	Registered	1,493,954	06/28/98	73/638,918	01/08/87
ATLAS SOUND	USA	Registered	964,057	07/17/73	72/398,449	07/27/71
ATLAS SOUNDOLIER & Design	USA	Registered	1,489,981	05/31/88	73/676,227	08/03/87
ATLAS SOUND & Design	USA	Registered	1,837,781	05/31/94	74/423,018	08/11/93
"Flying A" Design	USA	Registered	1,884,665	03/21/95	74/423,017	08/11/93
GOLDLINK	USA	Registered	1,896,809	05/30/95	74/324,439	10/22/92
THE MASKER	USA	Registered	1,100,082	08/22/78	73/132,160	06/28/77
OMNI-PURPOSE	USA	Registered	1,398,383	06/24/86	73/568,377	11/13/85
PAGE KOM	USA	Registered	974,545	12/11/73	72/398,106	07/22/71
SOUNDOLIER	USA	Registered	771,076	06/09/64	72/164,747	03/15/63
SOUNDOLIER	USA	Registered	1,159,700	07/07/81	73/232,866	09/26/79
SMARTBUS	USA	Registered	1,952,400	01/30/96	74/539,071	06/17/94
SUB CENTER	USA	Registered	1,946,013	01/02/96	74/444,098	10/05/93
VOICE/TONE	USA	Registered	1,817,836	01/25/94	74/389,628	05/13/93
WHISPER TOUCH	USA	Registered	2,005,282	10/01/96	74/658,507	04/10/95
PROMMERCIAL	USA	Application Pending	N/A	N/A	75/394,838	11/24/97
VARI-TAP	USA	Registered	1,400,199	07/08/86	73/568,378	11/13/85
4+	USA	Registration expired. Common law mark.	1,000,690	12/31/74	72/445,078	01/03/73
8+	USA	Common law. Not registered.	N/A	N/A	N/A	N/A
ATLAS SOUNDOLIER & Device	Australia	Registered	544,221	10/19/90		
ATLAS SOUNDOLIER	Australia	Registered	544,222	10/19/90		

ATLAS SOUND & Design	Canada	Registered	TMA431,558	08/05/94	
ATLAS SOUNDOLIER & Design	Canada	Registered	TMA403,820	10/23/92	
SOUNDOLIER	Canada	Registered	TMA133,065	10/11/63	
"Flying A" Design	Canada	Registered	TMA431,575	08/05/94	
ATLAS SOUND & Design	France	Registered	1,252,094	02/06/74	
ATLAS SOUNDOLIER & Design	France	Registered	1,633,774	01/10/90	
ATLAS SOUND & Design	France	Registered	93475608	07/08/93	
"Flying A" Design	France	Registered	93475609	07/08/93	
ATLAS SOUND & Design	Germany	Registered	932,541	01/30/74	
ATLAS SOUND & Design	Germany	Registered	2,073,983	08/04/94	
4+	Germany	Registered	1,010,048	11/04/80	
8+	Germany	Registered	1,010,049	11/04/80	
ATLAS SOUNDOLIER & Design	Germany	Registered	1,182,112	11/08/91	
"Flying A" Design	Germany	Registered	2,060,242	03/21/94	
ATLAS SOUNDOLIER & Design	Mexico	Registered	461833	09/27/90	
ATLAS SOUND & Design	Sweden	Registered	314,607	06/20/96	
ATLAS SOUNDOLIER & Design	Sweden	Registered	236,593	06/18/92	
ATLAS SOUND & Design	United Kingdom	Registered	1,540,714	07/05/93	
ATLAS/SOUNDOLIER	United Kingdom	Registered	1,410,729	08/27/93	
"Flying A" Design	United Kingdom	Registered	1,540,717	07/05/93	
SOUNDOLIER	United Kingdom	Registered	1,120,323	09/07/86	
SOUNDOLIER	United Kingdom	Registered	1,120,324	09/07/86	

All common law trademarks and trade names used in the Business (except "American Trading and Production Corporation," "Atapco" and "Atapco Security and Communications Group").

EXHIBIT B

PATENTS

PATENT	COUNTRY	PATENT NO.	DATE FILED	DATE ISSUED
Mounting Bracket Assembly	USA	4,325,529	04/25/80	04/20/82
Loudspeaker Mounting System	USA	4,673,149	04/07/86	06/16/87
Loudspeaker Mounting Assembly	USA	5,206,464	05/17/91	04/27/93
Stand for Article	USA	5,340,066	01/12/93	08/23/94
Loudspeaker System (Vibrationless)	USA	5,561,717	03/15/94	10/01/96
Adapter Mounting Bracket for Clocks	USA	5,735,493	04/27/95	04/07/98
Compression Driver Motor Structure	USA	5,760,501	03/28/96	06/02/98
Speaker Driver	USA	Des 282,163	11/14/83	01/14/86
Speaker Baffle with Visible Signal Indicator	USA	Des 294,348	01/29/85	02/23/88
Adapter Clamp Body for Microphone	USA	Des 299,906	12/05/86	02/21/89
Boom Clamp	USA	Des 354,491	08/17/93	01/17/95
Speaker Enclosure	USA	Des 374,443	04/10/95	10/08/96
Speaker Bracket	USA	Des 394,660	08/16/96	05/26/98
Control Knob	USA	Des 402,269	11/15/96	12/08/98
Speaker Support Assembly	Canada	1,216,243	11/21/84	01/06/87