

09-18-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Earmark, Inc.

9.16.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name Wireless Intercom Acquisition, LLC

Internal Address:

Street Address: One Grand Street

City: Wallingford State: CT Zip: 06492

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State

Other Limited Liability Company-State

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1017885

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John Sievers

Internal Address:

Street Address: One Grand Street

City: Wallingford State: CT Zip: 06492

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Samuel Febbraio, Jr., Esq.

Name of Person Signing

Signature

9/9/02 Date

Total number of pages including cover sheet, attachments, and document:

4

09/17/2002 TDIAZI 00000064 1017885 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 01 FC:481 40.00 DP

TRADEMARK REEL: 002583 FRAME: 0472

ASSIGNMENT OF TRADEMARK

This Agreement is made as of the 5th day of September 2002, between **EARMARK, INC.**, a Connecticut corporation having a principal place of business at 1125 Dixwell Avenue, Hamden, Connecticut 06514 (hereinafter, the "Assignor") and **WIRELESS INTERCOM ACQUISITION, LLC**, a Connecticut limited liability company having a principal place of business at One Grand Street, Wallingford, Connecticut 06492 (hereinafter, the "Assignee").

WHEREAS, Assignor is engaged in the business of designing, manufacturing and marketing wireless communications systems for close-knit teams in difficult environments, and including, radio headsets, wireless intercoms and speaker mics (the "Business"); and

WHEREAS, Assignor and Assignee have entered into an Asset Acquisition Agreement of dated August 9, 2002 ("Purchase Agreement") pursuant to which Assignee will purchase certain assets ("Assets") from Assignor used by Assignor, prior to Assignee's acquisition thereof, in connection with the Business; and

WHEREAS, the Assets include the following trademark of Assignor: Trademark Registration Number 1017885 ("Earmark" – word only); and

WHEREAS, Assignor has agreed to assign the Trademark to the Assignee.

NOW THEREFORE, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. Assignor hereby irrevocably grants, assigns and conveys to Assignee the entire right, title and interest in and to Trademark Registration Number 1017885 as more fully described in Schedule A hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively the "Trademark").

2. Assignor covenants and warrants that:

(a) Assignor is the owner of the Trademark, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses and shop rights; and

(b) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor agrees that it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent.
4. Assignor agrees to take any and all steps, if any, necessary to record the assignment of the Trademark to Assignee with the United States Patent and Trademark Office, at the Assignee's expense.
5. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Assignee in connection with this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark, shall be borne and paid by Assignee.
6. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
7. This Agreement is subject to modification only by a writing signed by the parties.
8. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
9. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Connecticut.
10. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

