

05-31-2007



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To the Director of the U. S. P.

Attached documents or the new address(es) below.

1. Name of conveying party(ies):

CONCORD ELECTRONICS CORPORATION

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: NEW YORK  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) FEBRUARY 5, 2007

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

- ☐ Yes  
☒ No

Additional names, addresses, or citizenship attached?

Name: CONCORD ELECTRONICS, INC.

Internal

Address: \_\_\_\_\_

Street Address: 2425 SOUTH 21 STREET

City: PHEONIX

State: ARIZONA

Country: \_\_\_\_\_ Zip: 85034

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship ARIZONA  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

00000268 1523240

B. Trademark Registration No.(s)

1, 523, 240

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

WORDMARK, TYPED DRAWING "CONCORD"

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

Name: WILLIAM R. SODERSTROM, ESQ

Internal Address: \_\_\_\_\_

Street Address: 622 N. WATER ST.  
SUITE 500

City: MILWAUKEE

State: WI Zip: 53202

Phone Number: 414-273-3939

Fax Number: 414-273-3947

Email Address: WRSODERSTROM@FOSLAW.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Signature

WILLIAM R. SODERSTROM, ESQ

Name of Person Signing

MAY 23, 2007

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003554 FRAME: 0502

## **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

WHEREAS, Concord Electronics Corporation, a corporation organized and existing under the laws of the State of New York ("Assignor"), is using or has used and is the record owner of certain trademarks, service marks, trade names, trademark registrations and trademark applications listed in Schedule A (collectively referred to as the "Marks"), and certain other Intellectual Property as defined in an agreement of even date between Assignor and Assignee; and,

WHEREAS, Concord Electronics, Inc., a company organized and existing under the laws of the State of Arizona ("Assignee"), desires to acquire the Marks under the terms of that certain Asset Purchase Agreement, dated as of February 5, 2007, between, among others, Assignor and Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely, irrevocably and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks and the Intellectual Property, together with the goodwill of the business symbolized by them through the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks and Intellectual Property, and all registrations and pending applications therefor, in all countries throughout the world, together with all causes of action for any and all previously occurring

infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor represents and warrants that all maintenance and renewal fees, if any, for the Marks have been paid to the Patent and Trademark Office and that the Marks have not lapsed due to Assignor's failure to pay any maintenance or renewal fee.

From and after the date hereof, Assignee hereby assumes and undertakes to pay, perform or discharge when due the liabilities and obligations of the Assignor with respect to the Marks, including, but not limited to, any expenses associated with the extension or enforcement of any Mark.

Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

This Intellectual Property Assignment Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

CONCORD ELECTRONICS CORPORATION

Date: 2/5/07

BY: 

CONCORD ELECTRONICS, INC.

Date: 2/5/07

BY: 

Jamil Nizam, Vice-President

## **EXHIBIT A**

### **MARKS**

Registration No. 1,523,240

Registration No. 1,523,239

**Int. Cl.: 9**

**Prior U.S. Cl.: 21**

**United States Patent and Trademark Office**

**Reg. No. 1,523,240**

**Registered Feb. 7, 1989**

**TRADEMARK  
PRINCIPAL REGISTER**

**CONCORD**

**CONCORD ELECTRONICS CORPORATION  
(NEW YORK CORPORATION)  
2ND FLOOR  
30 GREAT JONES STREET  
NEW YORK, NY 10012**

**FOR: PARTS AND HARDWARE FOR ELEC-  
TRONIC TEST EQUIPMENT, NAMELY, JACKS,**

**PLUGS, SPACERS, AND BINDING POSTS, IN  
CLASS 9 (U.S. CL. 21).**

**FIRST USE 0-0-1946; IN COMMERCE  
0-0-1946.**

**SER. NO. 656,139, FILED 4-20-1987.**

**R. M. FEELEY, EXAMINING ATTORNEY**

**FOX, O'NEILL & SHANNON, S.C.**

A SERVICE CORPORATION

ATTORNEYS AT LAW

622 NORTH WATER STREET, SUITE 500

MILWAUKEE, WISCONSIN 53202-4978

TELEPHONE (414) 273-3939

FAX (414) 273-3947

WEB SITE [www.foslaw.com](http://www.foslaw.com)

CHARLES G. CARPENTER  
(1922-1996)

SHIRLEY M. SORTOR  
(1929-2002)

\*ALSO ADMITTED TO PRACTICE  
IN ILLINOIS

WILLIAM FITZHUGH FOX  
BRUCE C. O'NEILL  
COURT COMMISSIONER  
THOMAS P. SHANNON\*  
WILLIAM R. SODERSTROM  
DIANE SLOMOWITZ  
ALLAN T. YOUNG  
GREGORY J. RICCI  
FRANCIS J. HUGHES  
MICHAEL J. HANRAHAN  
DANA L. WINGER  
JEFFREY P. KALLIO

May 24, 2007

Mail Stop Assignment  
Recordation Services,  
Director of the USPTO  
PO Box 1450  
Alexandria, VA 22313-1450

Re: Trademark Assignments

Dear Sir or Madam:

Please find enclosed, trademark assignments for two (2) separate marks, register numbers 1,523,239 and 1,523,240. Please also find a separate check and separate cover sheet for each.

Thank you for your attention to this matter. If you have any questions, please feel free to contact me.

Sincerely,



RYAN P. CASEY, Paralegal

CC: Jamil Nazim  
CC: WRS  
Enclosure

RECORDED: 05/29/2007

TRADEMARK  
REEL: 003554 FRAME: 0507