## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
S.M. Electronics, L.L.C. (d/b/a		105/26/2010 I	LIMITED LIABILITY COMPANY: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Fairview Microwave, Inc.	
Street Address:	1130 Junction Drive	
Internal Address:	Suite 100	
City:	Allen	
State/Country:	TEXAS	
Postal Code:	75013	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number: 85018761		FAIRVIEW MICROWAVE	

#### **CORRESPONDENCE DATA**

Fax Number: (312)577-8816

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

312.577.8034 Phone:

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-285
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/

REEL: 004213 FRAME: 0504

**TRADEMARK** 

Date:	05/26/2010
Total Attachments: 5 source=Assignment of Trademarks#page1.t source=Assignment of Trademarks#page2.t source=Assignment of Trademarks#page3.t source=Assignment of Trademarks#page4.t source=Assignment of Trademarks#page5.t	if if if

### ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (this "<u>Agreement</u>"), dated as of May **26**, 2010, is made by and between S.M. Electronics, L.L.C., a Texas limited liability company, d/b/a Fairview Microwave, with an address at 1130 Junction Drive, Suite 100, Allen, Texas 75013 ("<u>Assignor</u>"), and Fairview Microwave, Inc., a Delaware corporation with an address at 1130 Junction Drive, Suite 100, Allen, Texas 75013 ("<u>Assignee</u>" and, together with Assignor, each, a "<u>Party</u>" and, collectively, the "<u>Parties</u>").

WHEREAS, Assignor and Assignee, along with other parties, have entered into an Asset Purchase Agreement dated as of May 25, 2010 (the "APA");

WHEREAS, Assignor is the owner of the trademark registrations and applications identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks");

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, pursuant to the APA, Assignee is acquiring from Assignor certain assets of the business to which the Trademarks pertain;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee do hereby agree as follows:

### 1. Assignment of Trademarks.

- (a) Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, in the United States and all appropriate jurisdictions, if any, outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.
- (b) Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.
- 2. <u>APA</u>. Each Party acknowledges and agrees that the terms and conditions of the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

- 3. <u>Applicable Law</u>. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- 4. <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.
- 5. <u>Amendment and Supplements</u>. This Agreement may be amended or supplemented at any time by additional written agreements signed by, or on behalf of the Parties, as may mutually be determined by the Parties to be necessary, desirable or expedient to further the purpose of this Agreement or to clarify the intention of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

## **ASSIGNOR:**

S. M. ELECTRONICS, L.L.C.

Name: Myonghui Hawkins

Title: President

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, Assignee has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

### ASSIGNEE:

FAIRVIEW MICROWAVE, INC.

By:

Name: Charles H. Becker

Title: Executive Chairman

[Signature Page to Assignment of Trademarks]

## Schedule A

# Trademarks Registrations and Applications Therefor

Country/ Jurisdiction	<u>Mark</u>	Status	Registration No./ Application No.	Registration Date/ Filing Date
United States of America	FAIRVIEW MICROWAVE	App.	85018761	20 Apr. 2010

Schedule A

**RECORDED: 05/26/2010**