

08/09/2012



HEET  
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103647855

To the Director of the U. S. Pat.

shed documents or the new address(es) below.

1. Name of conveying party(ies):

Antenna Audio, Inc., now doing business as Antenna International

- Individual(s)
- Partnership
- Corporation- State: New York
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) May 31, 2012; June 5, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Globe Turner, LLC

Street Address: 316 Chandlers Way

City: Lititz

State: Pennsylvania

Country: United States Zip: 17543

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship Pennsylvania

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)

B. Trademark Registration No.(s)

3565045; 3791511; 4038746

Additional sheet(s) attached?  Yes  No

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

GEONOVA Word Mark; GEONOVA and design; GEONOVA and design

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

Name: Ian Turner

Internal Address:

Street Address: 316 Chandlers Way

City: Lititz

State: Pennsylvania Zip: 17543

Phone Number: 717-371-2764

Docket Number:

Email Address: ian@GlobeTurner.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 00000005 3565045

Authorized User Name

40.00 00  
50.00 00

9. Signature:

Ian Turner

Signature

Ian Turner

Name of Person Signing

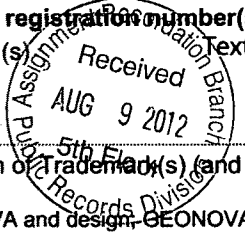
August 7, 2012  
Date

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

9

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

8-9-2



## ASSIGNMENT OF TRADEMARK

An Asset Purchase Agreement (hereinafter the "Asset Purchase Agreement" was executed effective May 23, 2012 (the "Effective Date") between Globe Turner, LLC, having a place of business at 316 Chandlers Way, Lititz, PA 17543 ("Globe Turner") and Antenna Audio, Inc., now doing business as Antenna International, of 383 Main Avenue, 6<sup>th</sup> Floor, Norwalk, CT 06851 (hereinafter "Antenna") (each a "Party" and collectively the "Parties").

### WHEREAS

- (A) Antenna is the owner of those certain trademarks (each a "Trademark", and collectively the "Trademarks") further described in Exhibit A hereto; and
- (B) The Trademarks are included in the assets Antenna is selling to Globe Turner in accordance with the terms of the Asset Purchase Agreement.

### THE PARTIES HEREBY AGREE AS FOLLOWS:

#### 1. ASSIGNMENT

For good and valuable consideration as further described in the Asset Purchase Agreement, Antenna hereby unconditionally and irrevocably transfers and assigns to Globe Turner all rights, title and interest in the Trademarks together with all of the exclusive rights granted to the owner thereof and the goodwill of the business associated with the Trademarks, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Trademarks, and in and to all rights corresponding to the foregoing throughout the world.

#### 2. WARRANTIES

Antenna warrants that, as of the Effective Date:

- (a) that Antenna has been confirmed by the US Patent and Trademark Office as of the Effective Date as the sole registrant or assignee of the Trademarks;
- (b) that the Trademarks have been confirmed as "live" by the US Patent and Trademark Office as of the Effective Date;
- (c) the Trademarks are original work, and have not been copied wholly or substantially from any other source, and that the use by Globe Turner of the rights assigned to it will not infringe the rights of any third party;

- (d) it has not licensed or assigned any rights in the Trademarks to any third party in any part of the world; and
- (e) the Trademarks do not infringe the statutory or common law rights of any third party.

### **3. FURTHER ASSURANCE**

Antenna shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as Globe Turner may from time to time reasonably require in order to give Globe Turner the full benefit of this Assignment of Trademark, whether in connection with any registration of title or other similar right or otherwise.

### **4. INDEMNITY**

#### **4.1 Antenna**

Antenna shall indemnify Globe Turner against all and any loss, damages or costs sustained by Globe Turner arising out of any breach by Antenna of any of its warranties under this assignment. At the request of Globe Turner and at Antenna's own expense, it shall provide all reasonable assistance to enable Globe Turner to resist any claim, action or proceedings brought against Globe Turner as a consequence of such breach.

#### **4.2 Globe Turner**

Globe Turner agrees that it shall fully indemnify Antenna against all and any lawsuit, claim, liability, action, loss, damages, or costs, including administrative costs, sustained by Antenna arising out of any claim of infringement of copyright or any other third party intellectual property right arising from or in relation to Globe Turner's use of the Trademarks from the Effective Date.

### **5. SEVERABILITY.**

If any provision of this Assignment of Trademark is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Assignment of Trademark shall remain in full force and effect, and such arbitrator or court shall be empowered to modify such provision to the minimum extent necessary to render it enforceable while effectuating insofar as possible the basic purposes of such provision.

### **6. JURISDICTION.**

This Assignment of Trademark shall be interpreted in accordance with and subject to the laws of the state of New York without regard to conflicts of laws principles, and any or all disputes

or claims arising out of or in connection with this Assignment of Trademark shall be heard exclusively by the Courts of New York.

7. **SUCCESSORS AND ASSIGNS.**

This Assignment of Trademark shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

8. **GENERAL.**

All Capitalized terms not defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement. This Assignment of Trademark may be signed in multiple counterparts and may be circulated by facsimile or scanned pdf files, each of which is to be considered an original and which counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment of Trademark to be executed by duly authorized persons as of the Effective Date.

**GLOBE TURNER, LLC**

By: Julian Turner

Date: May 31, 2012

Name: Julian Turner

Title: President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Lancaster

On the 31<sup>st</sup> day of May in the year 2012 before me personally came Julian Turner to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 316 Chandler Way Lititz Pa 17343 (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the President (president or other officer or director or attorney in fact duly appointed) of the Globe Turner LLC (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

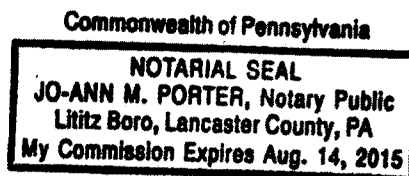
Jo Ann M. Porter

Notary Public

Printed Name: Jo Ann M. Porter

My Commission Expires:

8-14-2012



ANTENNA AUDIO, INC., DOING BUSINESS AS ANTENNA INTERNATIONAL

By: Carl Fazio

Date: 6/5/12

Name: Carl Fazio

Title: COO/CFU

STATE OF NEW YORK

COUNTY OF Fairfield

On the 5<sup>th</sup> day of June in the year 2012 before me personally came Carl Fazio to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Wilton CT (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the COO/CFU (president or other officer or director or attorney in fact duly appointed) of the Antenna International (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Patricia A. McGovern

Notary Public

Printed Name: Patricia A. McGovern

My Commission Expires:  
7/31/16

Patricia A McGovern  
Notary Public-Connecticut  
My Commission Expires  
July 31, 2016

**EXHIBIT A  
TRADEMARKS**

1. GEONOVA word mark (Reg. 3565045)
2. GEONOVA and design (Serial No. 77/977841)



3. GEONOVA and design (Serial No. 77/048113)



**CONTINUATION OF ITEM #4:  
C. Identification or Description of Trademarks**

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**Registration Number: 3565045**

Word Mark: GEONOVA

Goods and Services:

IC 009. US 021 023 026 036 038. G & S: Computer software for trip planning; computer software for customized mapping of locations; pre-recorded CD-ROM containing trip planning software and information for on-screen display, printing, e-mailing or downloading to other devices; pre-recorded CD-ROM containing street atlas software and information for on-screen display, printing, e-mailing or downloading to other devices; downloadable software programs for electronic map display, trip planning, travel planning, business finding and destination information in the field of consumer oriented travel, business, education, and entertainment applications. FIRST USE: 20070824. FIRST USE IN COMMERCE: 20080311

IC 016. US 002 005 022 023 029 037 038 050. G & S: Printed maps and city guides; road, reference and school atlases, travel guides; printed publications, namely, travel guides and magazines featuring editorial copy regarding travel and affinity travel topics. FIRST USE: 20061113. FIRST USE IN COMMERCE: 20061113

IC 035. US 100 101 102. G & S: Electronic retail store outlet featuring maps of others as well as those produced by Company; consumer oriented business information services, namely, providing online business information about and making referrals in the field of consumer products and services for retail services concerning products, services, events, attractions, and facilities in particular geographic locations. FIRST USE: 20070824. FIRST USE IN COMMERCE: 20071129

IC 039. US 100 105. G & S: Providing interactive maps, driving directions, and destination information by means of an on-line website; providing information, by means of an interactive on-line website on a global computer network, in the field of maps and travel; providing on-line maps and travel information; providing on-line geographic information in the field of travel, map images, and trip routing on websites of others via interactive computer networks; providing consumer oriented business travel information services, namely, on-line geographic information in the field of travel and map images in the field of consumer oriented travel via interactive computer networks. FIRST USE: 20061204. FIRST USE IN COMMERCE: 20070130

IC 041. US 100 101 107. G & S: Providing online publications, namely, travel guides and magazines, featuring editorial copy regarding travel and affinity travel topics. FIRST USE: 20071124. FIRST USE IN COMMERCE: 20071201

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**Registration Number 3791511**

Word Mark: GEONOVA

Goods and Services :

IC 009. US 021 023 026 036 038. G & S: Downloadable software programs for electronic map display, trip planning, travel planning, business finding and destination information in the field of consumer oriented travel, business, education, and entertainment applications. FIRST USE: 20070824. FIRST USE IN COMMERCE: 20080311

IC 016. US 002 005 022 023 029 037 038 050. G & S: Printed maps and city guides; road, reference and school atlases. FIRST USE: 20061113. FIRST USE IN COMMERCE: 20061113

IC 039. US 100 105. G & S: Providing interactive maps, driving directions, and destination information by means of an on-line website; providing information, by means of an interactive on-line website on a global computer network, in the field of maps and travel; providing on-line maps and travel information; providing on-line geographic information in the field of travel, map images, and trip routing on websites of others via interactive computer networks; providing on-line geographic information and map images in the field of consumer oriented travel via interactive computer networks; providing consumer oriented business travel information services, namely, online geographic information in the field of travel and map images via interactive computer networks. FIRST USE: 20061204. FIRST USE IN COMMERCE: 20070130

IC 042. US 100 101. G & S: Custom design of maps; customized mapping services; computer services, namely, providing map enablement for the websites of others. FIRST USE: 20061002. FIRST USE IN COMMERCE: 20070401

Mark Drawing Code:

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Description of Mark:

Color is not claimed as a feature of the mark. The mark consists of a circle enclosing the term "GEO" followed by the letters "NOVA" with a curved line appearing through the circle and continuing under the word "NOVA" underlining the entire word "GEONOVA".

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**Registration Number: 4038746**

Word Mark: GEONOVA

Goods and Services:

IC 035. US 100 101 102. G & S: Electronic retail store outlet services via computer featuring maps of others as well as those produced by Company; consumer oriented business information services, namely, providing on-line business information about and making referrals in the field of consumer products and services for retail services concerning products, services, events, activities, attractions, and facilities in particular geographic locations. FIRST USE: 20061002. FIRST USE IN COMMERCE: 20061101

IC 041. US 100 101 107. G & S: Providing online publications, namely, travel guides and magazine featuring editorial copy regarding travel and affinity travel topics. FIRST USE: 20061002. FIRST USE IN COMMERCE: 20061101

Mark Drawing Code:

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Description of Mark:

The color(s) red, black and white is/are claimed as a feature of the mark. The mark consists of a red circle containing the white letters "Geo" followed by the black letters "Nova" with a black curved line appearing through the red circle and continuing under the word "Nova" underlining the entire word "GeoNova".

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