

## 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
TIMCO/CAL RF, Inc.		01/31/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Astrex Electronics Inc.		
Street Address:	205 Express Street		
City:	Plainview		
State/Country:	NEW YORK		
Postal Code:	11803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3886309	CAL-RF	
Registration Number:	3886132	TIM-CO/CAL-RF	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-326-3939		
Email:	erosenfelder@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Ying Cao		
Signature:	/Ying Cao/		
Date:	03/19/2013		

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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “*Agreement*”) is made as of January 31, 2013 (the “*Effective Date*”) by and among TIMCO/CAL RF, Inc., a California corporation (“*Assignor*”) and Astrex Electronics Inc., a Delaware corporation (“*Assignee*”). Assignor and Assignee also may be referred to herein individually as a “*party*” and collectively as the “*parties*.”

WHEREAS, Assignor is engaged in the business of distributing electronic components and assembling cable assemblies;

WHEREAS, pursuant to the Asset Purchase Agreement by and among Assignor, Assignee, and James Vincent Clarizio, Jr. and Michele Mary Clarizio, each a resident of the State of California dated January 31, 2013 (the “*Asset Purchase Agreement*”), Assignee acquires from Assignor, all of the Assignor’s right, title and interest in, to and under the Purchased Assets (as defined in the Asset Purchase Agreement), and accepts and assumes from the Assignor the Assumed Liabilities (as defined in the Asset Purchase Agreement), all on the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to certain trademarks, and domain names, which are registered, identified and set forth on Schedule A hereto or that otherwise constitute a “Purchased Asset” under the Asset Purchase Agreement (the “*Marks*”) and the goodwill associated with the Marks; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks;

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor agrees to assign, transfer, convey, deliver and set over to Assignee, and hereby irrevocably assigns, transfers, conveys, delivers and sets over to Assignee, and its successors, assigns and other legal representatives, all of Assignor’s right, title and interest in, to, and with respect to the following:
  - (1) The Marks;
  - (2) All common law rights and goodwill associated with the Marks; and
  - (3) The right to recover damages from third parties for any and all past infringement of the Marks by such third parties.
2. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful and commercially reasonable acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for

perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.

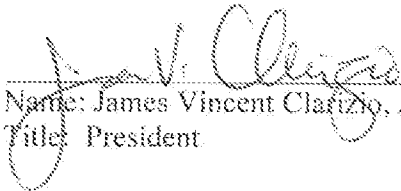
3. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, to the extent applicable, and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
4. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (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.
5. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.
6. This Agreement is executed and delivered pursuant to the Asset Purchase Agreement and made subject to the representations and warranties of the Assignor contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Marks in the Asset Purchase Agreement. This Agreement shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Asset Purchase Agreement, and in the event of any conflict between the Asset Purchase Agreement and this Agreement, the Asset Purchase Agreement shall govern.

**[Signatures on the Following Page.]**

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the Effective Date.

**ASSIGNOR:**

TIMCO/CAL RF, Inc.

By:   
Name: James Vincent Clafizio, Jr.  
Title: President

**ASSIGNEE:**

Astrex Electronics Inc.

By: \_\_\_\_\_  
Name: H. Josef Merrill  
Title: Chief Executive Officer

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the Effective Date.

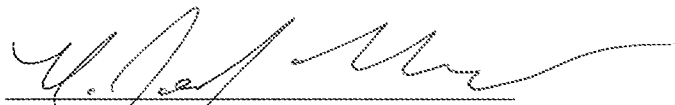
**ASSIGNOR:**

TIMCO/CAL RF, Inc.

By: \_\_\_\_\_  
Name: James Vincent Clarizio, Jr.  
Title: President

**ASSIGNEE:**

Astrex Electronics Inc.

By:  \_\_\_\_\_  
Name: H. Josef Merrill  
Title: Chief Executive Officer

## SCHEDULE A

### U.S. Registered Trademarks

Trademark	Database	Status	Intl. Class	Owner Name	Reg. No.	Appl. Date	Reg. Date
CAL-RF	U.S. Federal	REGISTERED	40	TIMCO/CAL RF, INC.	3886309	22-Apr-10	7-Dec-10
TIM-CO/CAL-RF	U.S. Federal	REGISTERED	35, 40	TIMCO/CAL RF, INC.	3886132	20-Apr-10	7-Dec-10

### Domain Name

Domain Name	Status	Registrant	Admin. Contact	Registrar	Creation Date	Expiration Date
TIM-CO.COM	REGISTERED	Tim Co 7001 Eton Ave. Canoga Park, CA 91303 US	Clarizio, Jim melissa@tim-co.com Tim-Co 7001 Eton Avenue Canoga Park, CA 91303 US 818-992-5040 fax: 818-340-6159	NETWORK SOLUTIONS, LLC.	04-SEP-1997	03-SEP-2013