

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Freedom Electronics, Inc. | | 05/08/2013 | CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | Freedom Electronics LLC | | |
| Street Address: | 2205 May Court | | |
| City: | Kennesaw | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30144 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2566763 | FREEDOM ELECTRONICS | |
| Registration Number: | 2573000 | | |
| Registration Number: | 3629925 | FREEDOM ELECTRONICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637865 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312-201-3865 | | |
| Email: | sharon.patterson@goldbergkohn.com | | |
| Correspondent Name: | Sharon Patterson, Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd., 55 E. Monroe St. | | |
| Address Line 2: | Ste. 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 7138.001 | | |
| NAME OF SUBMITTER: | Sharon Patterson | | |

OP \$90.00 2566763

900254757

**TRADEMARK
 REEL: 005024 FRAME: 0408**

| | |
|--|--------------------|
| Signature: | /sharon patterson/ |
| Date: | 05/09/2013 |
| Total Attachments: 4 source=Freedom Electronics Assignment and Assumption Agreement#page1.tif source=Freedom Electronics Assignment and Assumption Agreement#page2.tif source=Freedom Electronics Assignment and Assumption Agreement#page3.tif source=Freedom Electronics Assignment and Assumption Agreement#page4.tif | |

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is delivered pursuant to, and is subject to, all of the terms and conditions of that certain Asset Purchase Agreement dated as of May 8, 2013 (the "Agreement"), by and among Freedom Electronics, Inc., a Georgia corporation ("Seller"), Tony Shealy, John Slocum, and Rodney Smith, and Freedom Electronics LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants, sells, conveys, delivers, assigns and transfers to Purchaser all of Seller's rights, title and interests in the Intangible Rights (as defined herein), together with the goodwill associated therewith, free and clear of all liens, title, claims, encumbrances and security interests, and to have and to hold the Intangible Rights unto Purchaser, its successors and assigns, forever. As used herein, "Intangible Rights" means all of the Purchased Assets constituting intellectual property or other intangible personal property or proprietary rights, including the trademark and service mark registrations listed in Schedule A. To the extent that any provision of this Assignment is inconsistent or conflicts with the Agreement, the provisions of the Agreement shall control.

Seller, for itself and its successors and assigns, by this Assignment, covenants and agrees that Seller and its successors and assigns shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as Purchaser may reasonably request to vest in Purchaser and its successors and assigns the Intangible Rights.

Pursuant and subject to the terms of the Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser hereby assumes, and agrees to discharge and perform when due, the Assumed Liabilities. Purchaser does not assume any other liabilities, obligations or commitments of Seller pursuant to this Assignment other than the Assumed Liabilities, including, without limitation, the Excluded Liabilities.

This Assignment may be signed by counterpart signatures, and each such signature shall be deemed an original. Furthermore, delivery of a copy of such signature by facsimile transmission or other electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

The interpretation and construction of this Assignment, and all matters relating to this Assignment, will be governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within the State of Illinois without giving effect to any conflict of law provisions thereof.

[signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Assignment and Assumption Agreement to be executed by one of its authorized officers this [8] day of May, 2013.

FREEDOM ELECTRONICS, INC.

By: Rodney J. Smith
Name: Rodney J. Smith
Title: President

FREEDOM ELECTRONICS LLC


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Seller and Purchaser have caused this Assignment and Assumption Agreement to be executed by one of its authorized officers this 8th day of May, 2013.

FREEDOM ELECTRONICS, INC.


By: _____
Name: _____
Title: _____

FREEDOM ELECTRONICS LLC

By: 
Name: STEVE GROJA
Title: MANAGER

SCHEDULE A

Trademarks

| Trademark | Status | Reg No. | Reg Date | Next Renewal Due |
|--|------------|-----------|-----------|------------------|
| FREEDOM ELECTRONICS | Registered | 2,566,763 | 5/7/2002 | 5/7/2022 |
| BANNER & STARS (LOGO)  | Registered | 2,573,000 | 5/28/2002 | 5/28/2022 |
| FREEDOM ELECTRONICS | Registered | 3,629,925 | 6/2/2009 | 6/2/2019 |