

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																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Legacy Electronics, Inc.</td> <td></td> <td>05/03/2011</td> <td>CORPORATION: CALIFORNIA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Legacy Electronics, Inc.		05/03/2011	CORPORATION: CALIFORNIA																				
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Fax Number: 6098961469 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 610-397-6518 Email: ipdocket@foxrothschild.com, lhassan@foxrothschild.com Correspondent Name: Lindette C. Hassan, Esquire Address Line 1: 10 Sentry Parkway Address Line 2: Suite 200 Address Line 4: Blue Bell, PENNSYLVANIA 19422																															
ATTORNEY DOCKET NUMBER:	108233.15100																														
NAME OF SUBMITTER:	Lindette C. Hassan																														
Signature:	/Lindette C. Hassan/																														
Date:	02/07/2014																														
Total Attachments: 1 source=24688417_1_TM Assignment - LEGACY#page1.tif																															

OP \$40.00 3445331

ASSIGNMENT AND ASSUMPTION OF I.P. AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF I.P. AGREEMENT (the "Agreement") is dated and effective as of the 1st day of May, 2011, and is entered into by and between Legacy Legacy Electronics, Inc., a California corporation ("Legacy.CAL"), and Legacy Electronics, Inc., a South Dakota corporation ("Legacy.SD").

WHEREAS, pursuant to the Agreement and Plan of Reorganization dated as of 4th May 2011 (the "Reorg Agreement"), by and among Legacy.CAL and Legacy.SD, it is agreed that as the Effective Date (as defined in the Reorg Agreement), Legacy.CAL will assign, transfer, and otherwise convey all of the Transferred Assets, which as so specifically include all "Intellectual Property Assets", as defined below.

WHEREAS, as of and on Effective Date Legacy.CAL has agreed to assign to Legacy.SD all of its Intellectual Property Assets pursuant to the terms and conditions of the Reorg Agreement.

NOW, THEREFORE, as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Legacy.CAL hereby assigns and transfers to Legacy.SD, and Legacy.SD hereby assumes each and every one of the Intellectual Property Assets.

2. For purposes of this Agreement the term "Intellectual Property Assets" is defined as follows:

All trademarks (registered or unregistered), service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin, goodwill, trade secrets, confidential data and information and related rights, patents, patent applications, and inventions and discoveries that may be patentable, copyrights in both published works and unpublished works, rights in mask works, all know-how, trade secrets, customer lists, computer software, databases, source codes, object codes, works of authorship, know-how, technical information, data, process technology, user interfaces, proprietary concepts, ideas, techniques, business methods and methodologies, plans, drawings, and blue prints; and, any and all similar intellectual property or proprietary rights similar to any of the foregoing.

This Agreement is made and entered into in the State of California and the laws of that state shall govern the validity and interpretation hereof and the performance of the parties hereto of their respective obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment and Assumption Agreement effective as of the 1st day of May, 2011.

LEGACY.CAL

LEGACY ELECTRONICS, INC.,
a California corporation

BY: 

NAME: Jason Fryk

TITLE: President CEO

LEGACY.SD

LEGACY ELECTRONICS, INC.,
a South Dakota corporation

BY: 

NAME: Jason Fryk

TITLE: CEO