

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale, Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mine Radio Systems Inc.		01/25/2013	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	Pyott Boone Electronics Canada Limited		
Street Address:	117 Ringwood Drive, Unit #5		
City:	Stouffville		
State/Country:	CANADA		
Postal Code:	L4A 8C1		
Entity Type:	CORPORATION: NOVA SCOTIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3769339	INSITE	
CORRESPONDENCE DATA			
Fax Number:	6173957070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-395-7019		
Email:	alhtrademarks@lalaw.com		
Correspondent Name:	Ann Lamport Hammitte		
Address Line 1:	One Main Street		
Address Line 2:	LANDO & ANASTASI, LLP		
Address Line 4:	Cambridge, MASSACHUSETTS 02142		
ATTORNEY DOCKET NUMBER:	M2132-4000		
NAME OF SUBMITTER:	Ann Lamport Hammitte		
SIGNATURE:	//alh//		
DATE SIGNED:	04/17/2014		
Total Attachments: 3			
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CH \$40.00 3769339

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (this “**Instrument**”) is executed and delivered as of January 25, 2013 in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement, dated as of November 5, 2012 (the “**Purchase Agreement**”), by and among Mine Radio Systems Inc., an Ontario corporation (“**MRS Canada**”), Mine Radio Systems Corp., a Delaware corporation (“**MRS US**”), Mine Radio Systems (Europe) Limited, an England & Wales corporation, Mine Radio Systems Limited, a Hong Kong corporation (“**MRS HK**”), Mine Radio Systems (Africa) Pty Ltd., a South Africa corporation, Mine Radio Systems (Pacific) Pty Ltd., an Australia corporation, Kenneth J. Morrell, an individual resident in Ontario, Canada, Patrick M. Y. Waye, an individual resident in Ontario, Canada, and Pyott Boone Electronics Canada Limited, a Nova Scotia corporation (“**Purchaser**”). Purchaser is the successor in interest to Mine Radio Systems Acquisition, LLC, a Delaware limited liability company, under the Purchaser Agreement pursuant to that certain Assignment of Asset Purchase Agreement, dated as of January 21, 2013. MRS Canada, MRS US and MRS HK are collectively referred to in this Instrument as the “**MRS Parties**” and individually as a “**MRS Party**”. Capitalized terms used and not otherwise defined in this Instrument have the meanings assigned to such terms in the Purchase Agreement.

The parties to this Instrument acknowledge, agree and record that Purchaser is, pursuant to the Purchase Agreement, the Person that is to acquire all of the rights, title and interests of each of the MRS Parties in the Purchased Assets, whether real, personal or mixed, and whether tangible or intangible (collectively, the “**Property**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the MRS Parties, for itself and its successors and assigns, hereby grants, bargains, sells, conveys, delivers, assigns and transfers to Purchaser all of such MRS Party’s rights, title and interests in the Property, free and clear of all Liens other than Permitted Liens.

Each MRS Party, for itself and its successors and assigns, covenants and agrees to execute and deliver such other instruments of transfer, assignment and conveyance and to take such further actions as Purchaser may reasonably request to vest in Purchaser and its successors and assigns all of the rights, title and interests in the Property of each of the MRS Parties and their respective successors and assigns, free and clear of all liens, claims, encumbrances, security interests and other encumbrances of every kind and nature whatsoever.


Purchaser hereby assumes and agrees to discharge and perform when due all of the Assumed Liabilities that constitute Liabilities of the MRS Parties, subject to the terms, conditions and limitations set forth in the Purchase Agreement. Purchaser does not assume or otherwise agree to discharge and perform any of the other liabilities, obligations and commitments of any of the MRS Parties and their respective affiliates, including, without limitation, the Excluded Liabilities.

The representations, warranties and covenants of the parties set forth in the Purchase Agreement shall survive the execution and delivery of this Instrument, and none of the representations, warranties and covenants of the parties set forth in the Purchase Agreement shall be merged with or integrated into this Instrument.


TO HAVE AND TO HOLD the Property unto Purchaser, its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale, Assignment and Assumption Agreement to be executed and delivered by their duly authorized agents as of the date first written above.

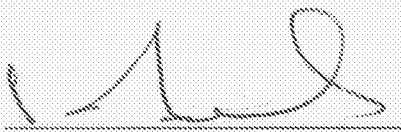
MINE RADIO SYSTEMS INC.

By: 
Name: Kenneth J. Morrell
Title: Director

MINE RADIO SYSTEMS CORP.

By: 
Name: Kenneth J. Morrell
Title: Director

MINE RADIO SYSTEMS LIMITED

By: 
Name: Kenneth J. Morrell
Title: Director

PYOTT BOONE ELECTRONICS CANADA LIMITED

By: _____
Name: Stuart Champion de Crespigny
Title:

IN WITNESS WHEREOF, the parties have caused this Bill of Sale, Assignment and Assumption Agreement to be executed and delivered by their duly authorized agents as of the date first written above.

MINE RADIO SYSTEMS INC.

MINE RADIO SYSTEMS CORP.


By: _____
Name:
Title:

By: _____
Name:
Title:

MINE RADIO SYSTEMS LIMITED

PYOTT BOONE ELECTRONICS CANADA LIMITED

By: _____
Name:
Title:

By: 
Name: Stuart Champion de Crespigny
Title: *Director*

[SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT]