TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM312684

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Daktronics, Inc.		07/31/2014	CORPORATION: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	Electronic Theatre Controls, Inc.	
Street Address:	3031 Pleasant View Road	
City:	Middleton	
State/Country:	WISCONSIN	
Postal Code:	53562	
Entity Type:	CORPORATION: WISCONSIN	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3276284	VAC
Registration Number:	2833249	VORTEK

CORRESPONDENCE DATA

Fax Number: 4142713552

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: tm-dept@quarles.com **Correspondent Name:** Hillary J. Wucherer Address Line 1: Quarles & Brady LLP

Address Line 2: 411 East Wisconsin Avenue Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	300786.00107	
NAME OF SUBMITTER:	Hillary J. Wucherer	
SIGNATURE:	/Hillary J. Wucherer/	
DATE SIGNED:	08/01/2014	

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made as of July 31, 2014, by **Daktronics**, **Inc.**, a South Dakota corporation ("<u>Assignor</u>"), and **Electronic Theatre Controls**, **Inc.**, a Wisconsin corporation ("<u>Assignee</u>").

RECITALS

- A. In connection with that certain Asset Purchase Agreement dated July 31, 2014, by and between Assignor and Assignee (as amended, the "Asset Purchase Agreement"), Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on the attached Exhibit A (the "Trademarks").
- B. Assignee desires to obtain all of Assignor's right, title and interest in the Trademarks according to the terms of this Assignment.
- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- Section 1. <u>Assignment</u>. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Trademarks.
- Section 2. <u>Assistance</u>. From time to time, upon the request of and at the expense of Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary to consummate the transactions contemplated by this Assignment and the Asset Purchase Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary for such purpose. Further, upon the request of and at the expense of Assignee, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally take such reasonable actions as may be necessary to vest title to the Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks.
- Section 3. <u>Counterparts</u>. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.
- Section 4. <u>GOVERNING LAW.</u> THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF WISCONSIN, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. The venue for any action will be determined in the manner set forth in Section 9.14 of the Asset Purchase Agreement.

[Signature page follows]

As

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

Daktronics, Inc.

Name: Sheila Andersor

Title: CFO

ASSIGNEE:

Electronic/Theatre Controls, Inc.

Nama:

Name:

itle

PRESIDENT

My

State of	
On this A day of John, 2014, person be the CFO * Trees of Daktronics, Inc., the has executed the foregoing assignment agreement duly received.	onally appeared Shells Anderson to me known to assignor above named, and acknowledged that he/she t on behalf of said assignor and pursuant to authority
(SEAL)	Notary Public-State of Usicosia My commission expires is pract
State of <u>Unsures</u>) County of <u>Oarc</u>)	
be an authorized signatory of Electronic Thea	onally appeared Ricked L. Tares, to me known to tre Controls, Inc., the assignee above named, and assignment agreement on behalf of said assignee and
(SEAL)	Notary Public, State of Uscasia My commission expires is person

Exhibit A Trademarks

VAC® Vortek Automation Center for theatre rigging systems Proper Use: VAC® automation center VAC trademarks - registration/application

- Canada Registration No. 733689
- US Registration No. 3276284

Vortek® Name of the rigging system developed primarily for theatre applications Proper Uses: Vortek® rigging system

VORTEK trademarks - registration/application

- Brazil Application No. 831299398
- Spain Registration No. 3011477
- Indonesia Application No. D00.2012.013068
- Malaysia Application No. 2012000492
- Philippines Registration No. 4-2012-002023
- Singapore Registration No. T1214913J
- US Registration No. 2833249

Per the Daktronics hoist trademarks spreadsheet HOFFEND had 2 registrations for that name.

HOFFEND trademarks - registration/application

- Canada Registration No.733657
- US Registration No. 3243528 (ABANDONED)

Exhibit to Trademark Assignment

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RECORDED: 08/01/2014