

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockford Corporation		03/10/2014	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Radial Engineering Ltd.		
Street Address:	1588 Kebet Way		
City:	Port Coquitlam, BC		
State/Country:	CANADA		
Postal Code:	V3C5M5		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4134240	HAFLER	
CORRESPONDENCE DATA			
Fax Number:	6468780801		
<i>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.</i>			
Phone:	646-878-0820		
Email:	tm-uspto@pearlcohen.com		
Correspondent Name:	Todd Braveman, Esq.		
Address Line 1:	1500 Broadway, 12th Floor		
Address Line 2:	Pearl Cohen Zedek Latzer Baratz LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	T-8579-US - HAFLER		
DOMESTIC REPRESENTATIVE			
Name:	Todd Braverman, Esq.		
Address Line 1:	1500 Broadway, 12th Floor		
Address Line 2:	Pearl Cohen Zedek Latzer Baratz LLP		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Todd Braverman		
SIGNATURE:	/tjbraverman/		
DATE SIGNED:	08/05/2014		

CH \$40.00 4134240

Total Attachments: 2

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Schedule F: Trademark Assignment

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered into as of the date of the last signature below (the "Effective Date") by and between Radial Engineering Ltd., a British Columbia company having an address at 1588 Kabet Way, Port Coquitlam, BC Canada V3C 5M5 (the "BUYER"), and Rockford Corporation, an Arizona corporation located at 600 South Rockford Drive, Tempe, AZ 85281 (the "SELLER").

WHEREAS, SELLER has adopted and used in its business the trade names, fictitious names, logos, designs, domain names, common law trademarks and service marks and trademark and service mark registrations and applications listed on the attached Exhibit A (the "Marks");

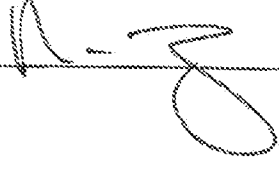
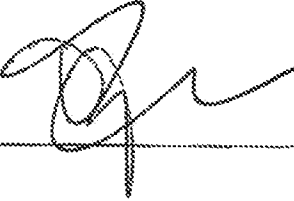
WHEREAS, BUYER and SELLER are parties to an Asset Purchase Agreement for the purchase and sale of specific business assets owned by SELLER; and

WHEREAS, BUYER is desirous of acquiring any and all rights that SELLER may have in and to the Marks and any applications or registrations therefore, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, SELLER does hereby assign, sell, transfer and convey unto BUYER all right, title and interest in and to the Marks, including such other trademarks, service marks, trade names, domain names and trade dress as may be owned by SELLER and used in connection with the Marks, and any applications or registrations therefore, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, including, but not limited to, the use of the Marks in any manner; and SELLER does hereby further assign, sell, transfer and convey unto BUYER any and all claims of SELLER for past infringement and any and all causes of action of SELLER with respect to or arising out of the Marks, along with the right to recover damages and profits for past infringements thereof.

SELLER agrees to execute and deliver at the request of BUYER, all papers, instruments, and assignments, and to perform any other reasonable acts BUYER may require in order to vest all SELLER's rights, title, and interest in and to the Marks in BUYER and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the BUYER, to the extent such evidence is in the possession or control of SELLER.

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Assignment Agreement for and on behalf of SELLER as of the day and year first above written.

Richard Vasak, Rockford Corporation (SELLER)	Peter Janis, Radial Engineering Ltd. (BUYER)
MAKE SURE Signature: 	Signature: 
Dated: MARCH 10, 2014	Dated: March 7, 2014


SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this 10 day of MARCH 2014.

My commission expires on: 2/24/17 
Notary Public



Schedule A: ASSETS

TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NUMBER
HAPLER	United States	U.S. Reg. No. 4,134,240
HAPLER and Design 	United States	Any and all common law rights
TRANSNOVA trademark and corresponding goodwill	United States	Any and all common law rights, to the extent that any exist
HAPLER	Taiwan	Taiwan Reg. No. 528761
HAPLER	China	Chinese Reg. No. 594167

PATENTS

PATENT DESCRIPTION	COUNTRY	REGISTRATION NUMBER
Transnova (Distortion-free Complemented Error Feedback Amplifier and Method)	United States	Reg. No. 4,467,288
Diablo (Dynamically invariant AB linear operation amplifier)	United States	Reg. No. 5,673,000
Diamond (Dynamically invariant AB linear operation amplifier)	United States	Reg. No. 5,936,467