

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Verto Medical Solutions, LLC		06/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harman International Industries, Incorporated		
<b>Street Address:</b>	8500 Balboa Blvd.		
<b>City:</b>	Northridge		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91329		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3799426	YURBUDS	
<b>Registration Number:</b>	3802967	YURBUDS	
<b>Registration Number:</b>	3802966	YURPHONES	
<b>Registration Number:</b>	4041646	FOCUS	
<b>Registration Number:</b>	4041644	ENDURE	
<b>Registration Number:</b>	4041643	INSPIRE	
<b>Registration Number:</b>	4180449	TWISTLOCK	
<b>Registration Number:</b>	4200200	DRY MIC	
<b>Serial Number:</b>	85466642	FOCUS	
<b>Registration Number:</b>	4167816	LOCK IN LET GO	
<b>Registration Number:</b>	4356248	ULTRA-SOFT COMFORT FIT NEVER HURTS	
<b>Registration Number:</b>	4582467	INSPIRE	
<b>Registration Number:</b>	4370783	FLEXSOFT	
<b>Serial Number:</b>	85652593	NATURAL FIT	
<b>Registration Number:</b>	4492667	DEVELOPED BY WOMEN FOR WOMEN	
<b>Registration Number:</b>	4467988	DEVELOPED BY ATHLETES FOR ATHLETES	
<b>Registration Number:</b>	4512290	TRAIN IN COLOR	
<b>Registration Number:</b>	4512302	SOUND THAT FITS	
<b>Serial Number:</b>	85865326	BODY CROSSTALK	
<b>TRADEMARK</b>			

CH \$740.00 3799426

Property Type	Number	Word Mark
Serial Number:	85949690	YURFIT
Serial Number:	85949698	GO
Serial Number:	85949701	GO BAND
Serial Number:	85967225	VENTURE
Serial Number:	85967232	EXPLORE
Serial Number:	86007991	DO YOUR EARPHONES HURT OR FALL OUT?
Registration Number:	4598626	NEVER HURT. NEVER FALL OUT. NEVER STOP.
Serial Number:	86077770	RACE CASE
Registration Number:	4605449	VIVID
Serial Number:	85614589	SOFTFLEX

**CORRESPONDENCE DATA**

**Fax Number:**

*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-docketing@harman.com

**Correspondent Name:** Beverly Shin

**Address Line 1:** 8500 Balboa Blvd.

**Address Line 4:** Northridge, CALIFORNIA 91329

<b>NAME OF SUBMITTER:</b>	Beverly Shin
<b>SIGNATURE:</b>	/Beverly Shin/
<b>DATE SIGNED:</b>	09/18/2014

**Total Attachments: 7**

source=4 Trademark Assignment#page1.tif  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Trademark Assignment*"), dated as of June 17, 2014 (the "*Effective Date*"), is made by Verto Medical Solutions, LLC, a Delaware limited liability company ("*Seller*"), with a principal place of business at 900 Spruce Street, Suite 550, St. Louis, MO 63102, U.S.A. and Harman International Industries, Incorporated, a Delaware corporation ("*Buyer*" and, together with Seller, the "*Parties*"), with an office located at 8500 Balboa Blvd., Northridge, California 91329, U.S.A., the purchaser of certain assets of Seller pursuant to a Asset Purchase Agreement, dated as of June 2, 2014 (the "*Asset Purchase Agreement*").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future

infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, as Buyer may reasonably request, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

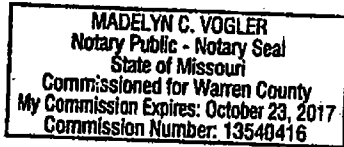
IN WITNESS WHEREOF, the Parties have signed this Assignment by their duly respective officers as of the Effective Date.

**Verito Medical Solutions, LLC**

By: [Signature]  
NAME Seth Burgett  
TITLE President and Chief Executive Officer

On this 17<sup>th</sup> day of June, 2014 before me personally appeared Seth, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged the instrument to be his free act and deed.

{seal}



Notary Public [Signature]

**Harman International Industries, Incorporated**

By: \_\_\_\_\_  
NAME  
TITLE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged the instrument to be his free act and deed.

{seal}

Notary Public \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have signed this Assignment by their duly respective officers as of the Effective Date.

Verto Medical Solutions, LLC

By: \_\_\_\_\_  
NAME  
TITLE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged the instrument to be his free act and deed.

{seal}

Notary Public \_\_\_\_\_

Harman International Industries, Incorporated

By: *Todd Andrew Sulko*  
NAME TODD ANDREW SULLO  
TITLE EUP and General Counsel

STATE OF Connecticut

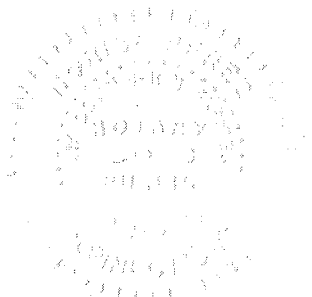
COUNTY OF Fairfield

On this 17th day of June, 2014 before me personally appeared TODD ANDREW SULLO, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged the instrument to be his free act and deed.

{seal}

Notary Public *Norise Perez*

Norise Perez  
Notary Public-Connecticut  
My Commission Expires  
February 28, 2016



**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark Name</u>	<u>Status</u>	<u>Country/Region</u>
77/855974	10/23/09	YURBUDS	Registered	United States of America
77/855972	10/23/09	YURBUDS	Registered	United States of America
77/855971	10/23/09	YURPHONES	Registered	United States of America
85/268840	3/16/11	FOCUS	Registered	United States of America
85/268833	3/16/11	ENDURE	Registered	United States of America
85/268828	3/16/11	INSPIRE	Registered	United States of America
85/297951	4/18/11	TWISTLOCK	Registered	United States of America
85/297829	4/18/11	DRY MIC	Registered	United States of America
85/466642	11/7/11	FOCUS and Design	Abandoned	United States of America
85/466750	11/8/11	LOCK IN LET GO	Registered	United States of America
85/466997	11/8/11	ULTRA-SOFT COMFORT FIT NEVER HURTS (LOGO and Design)	Registered	United States of America
85/466645	11/8/11	INSPIRE and Design	Pending	United States of America
85/614606	5/2/12	FLEXSOFT	Registered	United States of America
85/652593	6/14/12	NATURAL FIT	Pending	United States of America
85/652597	6/14/12	DEVELOPED BY WOMEN FOR WOMEN	Registered	United States of America
85/693921	8/2/12	DEVELOPED BY ATHLETES FOR ATHLETES	Registered	United States of America
85/862337	2/28/13	TRAIN IN COLOR	Registered	United States of America
85/865323	3/3/13	SOUND THAT FITS	Registered	United States of America
85/865326	3/3/13	BODY CROSSTALK	Published	United States of America
85/949690	6/3/13	YURFIT	Published	United States of America
85/949698	6/4/13	GO	Published	United States of America
85/949701	6/4/13	GO BAND	Published	United States of America
85/967225	6/22/13	VENTURE	Pending	United States of America
85/967232	6/22/13	EXPLORE	Pending	United States of America

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark Name</u>	<u>Status</u>	<u>Country/Region</u>
86/007991	7/11/13	DO YOUR EARPHONES HURT OR FALL OUT?	Published	United States of America
86/008019	7/11/13	NEVER HURT. NEVER FALL OUT. NEVER STOP.	Published	United States of America
86/077770	9/29/13	RACE CASE	Published	United States of America
86/98413	2/20/14	VIVID	Pending	United States of America
99018982	4/23/10	YURBUDS	Registered	Taiwan
102000823	1/7/13	TWISTLOCK	Pending	Taiwan
102000824	1/7/13	INSPIRE	Pending	Taiwan
102000825	1/7/13	ENDURE	Pending	Taiwan
539562010	4/22/10	YURBUDS	Registered	Switzerland
201004312	4/22/10	YURBUDS	Registered	Norway
822928	4/22/10	YURBUDS	Registered	New Zealand
19410	8/14/13	DEVELOPED BY ATHLETES FOR ATHLETES	Registered	State of Missouri
4020100021484	4/22/10	YURBUDS	Registered	Korea, Republic of
4020110050584	9/16/11	FOCUS	Pending	Korea, Republic of
4020110050583	9/16/11	INPSIRE	Pending	Korea, Republic of
4020110056959	10/18/11	TWISTLOCK	Registered	Korea, Republic of
325102010	4/22/10	YURBUDS	Registered	Japan
2011066843	9/16/11	FOCUS	Pending	Japan
2011066842	9/16/11	INPSIRE	Pending	Japan
2011072373	10/3/11	TWISTLOCK	Pending	Japan
9049611	4/22/10	YURBUDS	Registered	European Community
10317238	10/5/11	INSPIRE	Registered	European Community
10317329	10/5/11	TWISTLOCK	Published	European Community
10317279	10/5/11	FOCUS	Published	European Community
8235034	4/23/10	YURBUDS	Registered	China (People's Republic)
9969772	9/16/11	FOCUS	Pending	China (People's Republic)
9969771	9/16/11	INPSIRE	Pending	China (People's Republic)



<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark Name</u>	<u>Status</u>	<u>Country/Region</u>
10040096	10/9/11	TWISTLOCK	Registered	China (People's Republic)
11154756	7/3/12	Random Chinese Characters	Registered	China (People's Republic)
1478038	4/22/10	YURBUDS	Registered	Canada
1543707	9/15/11	INSPIRE	Registered	Canada
1543706	9/15/11	FOCUS	Registered	Canada
1546347	10/4/11	TWISTLOCK	Published	Canada
830589295	4/27/10	YURBUDS	Registered	Brazil
1357556	4/21/10	YURBUDS	Registered	Australia
1448901	9/16/11	INSPIRE	Registered	Australia
1448902	9/16/11	FOCUS	Registered	Australia
1452318	10/4/11	TWISTLOCK	Pending	Australia
936856	5/16/14	YURBUDS	Pending	Thailand
85/614589	5/2/12	SOFTFLEX	Published	United States of America
12290938	11/7/13	YURBUDS	Registered	European Community
12291019	11/7/13	YB LOGO	Registered	European Community