

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320657

<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>
Legacy Electronics, Inc.		05/03/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Legacy Electronics, Inc.		
<b>Street Address:</b>	1220 North Dakota Street		
<b>Internal Address:</b>	PO Box 348		
<b>City:</b>	Canton		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57013-0348		
<b>Entity Type:</b>	CORPORATION: SOUTH DAKOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3655908	LEGACY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6098961469		
<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>			
<b>Phone:</b>	610.397.6518		
<b>Email:</b>	ipdocket@foxrothschild.com, lhassan@foxrothschild.com		
<b>Correspondent Name:</b>	Lindette C. Hassan, Esquire		
<b>Address Line 1:</b>	P.O. Box 5231		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08543-5231		
<b>ATTORNEY DOCKET NUMBER:</b>	108233.15000		
<b>NAME OF SUBMITTER:</b>	Lindette C. Hassan		
<b>SIGNATURE:</b>	/Lindette C. Hassan/		
<b>DATE SIGNED:</b>	10/21/2014		
<b>Total Attachments: 1</b>			
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**ASSIGNMENT AND ASSUMPTION OF LP. AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LP. AGREEMENT (the "Agreement") is dated and effective as of the 3<sup>rd</sup> day of May, 2011, and is entered into by and between among 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 03 May 2011 (the "Reorg Agreement"), by and among Legacy CAL and Legacy SD, it is anticipated that at the Effective Date (as defined in the Reorg Agreement), Legacy CAL will assign, transfer, and otherwise convey all of the Transferred Assets, which is to 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 models 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 3<sup>rd</sup> day of May, 2011.


**LEGACY CAL:**

LEGACY ELECTRONICS, INC.,  
a California corporation

BY:   
NAME: Jason Engle  
TITLE: President CEO

**LEGACY SD:**

LEGACY ELECTRONICS, INC.,  
a South Dakota corporation

BY:   
NAME: Jason Engle  
TITLE: CEO