

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambridge Sound Management, LLC		09/30/2014	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Cambridge Sound Management, Inc.		
Street Address:	404 Wyman Street, Suite 200		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2474949	SONET	
Registration Number:	4582804	QT	
CORRESPONDENCE DATA			
Fax Number:	9783410136		
<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:	(978) 341-0136		
Email:	trademarks@hbsr.com, keith.wood@hbsr.com		
Correspondent Name:	Keith J. Wood		
Address Line 1:	Hamilton, Brook, Smith & Reynolds, P.C.		
Address Line 2:	530 Virginia Road, P.O. Box 9133		
Address Line 4:	Concord, MASSACHUSETTS 01742-9133		
ATTORNEY DOCKET NUMBER:	4128.0010-000		
NAME OF SUBMITTER:	Keith J. Wood		
SIGNATURE:	/Keith J. Wood/		
DATE SIGNED:	03/16/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made as of this 30th day of September, 2014, by and among Cambridge Sound Management, LLC, a Massachusetts limited liability company ("Assignor"), and Cambridge Sound Management, Inc., a Delaware corporation ("Assignee").

This Assignment is made pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Assignor, Assignee, John C. Heine and Holliday C. Heine, concerning the sale and purchase of substantially all of the assets of the Assignor. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, and pursuant to the terms of the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Seller Intellectual Property, in the United States and all countries throughout the world, including without limitation the trademark registrations, trademark applications, patents, patent applications, domain names and copyright registrations set forth on the Schedule hereto, together with and all inventions described therein and all prior patent applications filed thereon and all non-provisional applications for patent that are converted from or claim priority to said applications, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all patents in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations, other rights from administrative proceedings and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, and all revisions thereof, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, any and all rights of recovery based on past and future infringement of the Seller Intellectual Property and the goodwill symbolized by the trademarks and service marks included in the Seller Intellectual Property, free and clear of all Encumbrances.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify or otherwise modify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

This Assignment shall be governed by the laws of the State of Delaware applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment may be delivered by means of a facsimile machine or e-mail of a PDF file

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containing a copy of an executed agreement (or signature page thereto), and such delivery shall be treated in all respects and for all purposes as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version thereof.

[Remainder of page left blank; signature pages follow]

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ASSIGNEE:

CAMBRIDGE SOUND MANAGEMENT, INC.,
a Delaware corporation

By: Erika Highland
Name: Erika Highland
Title: Vice President

[Signature Page to IP Assignment Agreement]

SCHEDULE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Patents and Patent Applications

<u>Title</u>	<u>Patent/ Application Number</u>	<u>Country</u>	<u>Status</u>	<u>Issue Date/ Appl. Date</u>
SOUND MASKING SYSTEM	60/345362	U.S.	Expired	10/24/2001
	11/699538	U.S.	Pending	1/29/2007
	10/420954	U.S.	Abandoned	4/22/2003
	7194094	U.S.	Issued	3/20/2007
	95/000499	U.S.	Reexam Issued	5/14/2014
	PCT/US02/34097	PCT	Expired	10/24/2002
	PCT/US04/012341	PCT	Expired	4/21/2004
	PCT/US02/34097	PCT	Expired	10/24/2002
PERSONAL SOUND MASKING SYSTEM	60/077535	U.S.	Expired	3/11/1998
	6188771	U.S.	Issued	2/13/2001
	6888945	U.S.	Issued	5/3/2005
	PCT/US99/05277	PCT	Expired	3/10/1999
DISTRIBUTED EMITTER VOICE LIFT SYSTEM	60/874818	U.S.	Expired	12/14/2006
	12/518460	U.S.	Abandoned	6/10/2009
	PCT/US2007/025562	PCT	Expired	12/14/2007
	13/464250	U.S.	Pending	5/4/2012
PERSONAL SOUND MASKING SYSTEM	2322809	Canada	Abandoned	7/3/2007
SOUND MASKING SYSTEM	2464731	Canada	Issued	2/10/2009

Trademarks Registrations and Applications

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/ Appl. Date</u>
SONET	U.S.	Issued	2474949	8/7/2001
QT stylized	U.S.	Issued	4582804	8/12/2014
AFFORDABLE ACOUSTIC PRIVACY FOR EVERY WORKSPACE	U.S.	Cancelled (§ 8) – 8/22/2009	2675331	1/14/2003

Domain Names

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Registrant</u>	<u>Registrant Organization</u>
Cambridgesound.com	8/30/2015	Domain Administrator	Atlantis Technology Corporation
csmqt.com	03/27/2016	Keith Crook	Cambridge Sound

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Registrant</u>	<u>Registrant Organization</u>
			Management
cambridgesm.co		Not registered	
cambridgesm.com	08/27/2015	Contact Privacy Inc. Customer 0135394037	Contact Privacy Inc. Customer 0135394037
cambridgesm.net	08/27/2015	Contact Privacy Inc. Customer 0135394035	Contact Privacy Inc. Customer 0135394035
cambridgesoundmanagement.com	08/22/2023	Contact Privacy Inc. Customer 0135393975	Contact Privacy Inc. Customer 0135393975
cambridgesoundmgt.com	08/30/2015	Contact Privacy Inc. Customer 0135394044	Contact Privacy Inc. Customer 0135394044
csmqt.net	08/22/2015	Contact Privacy Inc. Customer 0135389011	Contact Privacy Inc. Customer 0135389011
officebuzz.com	08/16/2015	Registration Private	Domains By Proxy, LLC
partner.csmqt.com		Error retrieving records for this website - only data for csmqt.com could be retrieved.	
qtpro.com	05/19/2019	Alissa Tritman	Not listed
quietdaily.com	05/29/2015	Kevin Phelan	Not listed
quietech.com	07/8/2016	Keith Crook	Cambridge Sound Management
quiettech.com	06/15/2015	Keith Crook	Cambridge Sound Management

Copyright Registrations

None