OP \$165.00 2360503

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM342739

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rosen Electronics, L.P.	FORMERLY aka Rosen Electronics, LP	05/27/2015	LIMITED PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	Rosen Electronics, LLC
Street Address:	% AAMP of Florida, Inc.
Internal Address:	13160 56th Court
City:	Clearwater
State/Country:	FLORIDA
Postal Code:	33760
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2360503	CAR SHOW
Registration Number:	2615727	
Registration Number:	2202467	ROSEN
Serial Number:	86623755	PARKALERT
Registration Number:	2894164	ECHOMASTER
Registration Number:	2726804	DOLPHIN

CORRESPONDENCE DATA

Fax Number: 6124927077

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.

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-492-7000 Email: ip@fredlaw.com

Correspondent Name: Patricia A. Larson, Senior Paralegal

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: 200 S. Sixth Street, Suite 4000

Address Line 4: Minneapolis, MINNESOTA 55402-1425

ATTORNEY DOCKET NUMBER: 58524.0018

NAME OF SUBMITTER: Patricia A. Larson

TRADEMARK
REEL: 005525 FRAME: 0018

900325987

SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	05/28/2015

Total Attachments: 5

source=Trademark Assignment Rosen Electronics, LP to Rosen Electronics, LLC #page1.tif source=Trademark Assignment Rosen Electronics, LP to Rosen Electronics, LLC #page2.tif source=Trademark Assignment Rosen Electronics, LP to Rosen Electronics, LLC #page3.tif source=Trademark Assignment Rosen Electronics, LP to Rosen Electronics, LLC #page4.tif source=Trademark Assignment Rosen Electronics, LP to Rosen Electronics, LLC #page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of May 27, 2015, by Rosen Electronics, LP, a California limited partnership ("Assignor"), in favor of Rosen Electronics, LLC, a Delaware limited liability company ("Assignee").

Pursuant to an Asset Purchase and Contribution Agreement dated May 21, 2015 (the "<u>Purchase Agreement</u>"), Assignor has assigned to Assignee, among other assets, the trademarks and trademark registrations set forth on <u>Exhibit A</u>, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following ("<u>Trademarks</u>"):
 - (a) trademarks and trademark registrations set forth on Exhibit A hereto;
- (b) all rights of any kind whatsoever of Assignor 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 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, 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. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto.
- 3. <u>Purchase Agreement</u>. This Assignment is subject to the terms, conditions, representations and covenants set forth in the Purchase Agreement, including, for the avoidance of doubt, Article IX of the Purchase Agreement, all of which to the extent applicable are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the

parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling.

- 4. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.
- 5. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has written above.	as executed this instrument as of the date first
	Assignor:
	Rosen Electronics, LP By: Rosen Entertainment Systems, LLC, its General Partner By: WT WAT Name: W.T. CLENEUTS Its: PREIDENT
A notary public or other officer completing this identity of the individual who signed the docum attached, and not the truthfulness, accuracy, or	nent to which this certificate is
State of California County of Orange	
Subscribed and sworn to (or affirmed) before me by W. Thomas Chemistry, proved to me operson(s) Commission # 2080191 Notary Public - California Orange County My Comm. Expires Sep 27, 2018	e on this 2 day of May, 2015, on the basis of satisfactory evidence to be the Signature Mulu (May)
AGREED TO AND ACCEPTED:	Assignee:
	Rosen Electronics, LLC
	By:
STATE OF)	
STATE OF)ss: COUNTY OF ()	
to be the President, Secretary and Treasurer of	y appeared Dennis Hill, to me known and known of Rosen Electronics, LLC, a Delaware limited executed the foregoing Assignment on behalf of ved.
Notary Public	

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor written above.	has executed this instrument as of the date first
	Assignor:
	Rosen Electronics, LP By: Rosen Entertainment Systems, LLC, its General Partner
	By: Name: Its:
A notary public or other officer completing th identity of the individual who signed the docu attached, and not the truthfulness, accuracy, o	ment to which this certificate is
State of California County of	
Subscribed and sworn to (or affirmed) before no by, proved to me person(s) who appeared before me.	me on this day of, 2015, e on the basis of satisfactory evidence to be the
(Seal)	Signature
AGREED TO AND ACCEPTED:	Assignee:
	Rosen Electronics, LLC By: Lew
STATE OF FL) COUNTY OF Pipellas)	
On this 1 day of May 2015, persona	LYNETTE HERNANDEZ MY COMMISSION # EE224582 EXPIRES August 13, 2016 (407) 509-0163 Fooldshots/Saryes-com

EXHIBIT A TO TRADEMARK ASSIGNMENT

Country	Mark	Serial No. Registration No.	Filing Date Registration Date
U.S.	ROSEN	Serial No. 75/169,680 Reg. No. 2,202,467	Filed 9/20/1996 Registered 11/10/1998
U.S.	CAR SHOW	Serial No. 75/242,290 Reg. No. 2,360,503	Filed 2/14/1997 Registered 6/20/2000
U.S.	DESIGN MISC. (Sunrise/Light Rays)	Serial No. 75/828,524 Reg. No. 2,615,727	Filed 10/21/1999 Registered 9/3/2002
U.S.	PARKALERT	Serial No. 86/623,755	Filed 5/8/2015
U.S.	ECHOMASTER	Serial No. 76/406721 Reg. No. 2,894,164	Filed 5/16/2002 Registered 10/19/2004
U.S.	DOLPHIN	Serial No. 76/406700 Reg. No. 2,726,804	Filed 5/16/2002 Registered 6/17/2003
European Community Trademark	ROSEN	Serial No. 523779 Reg. No. 523779	Filed 4/25/1997 Registered 09/20/1999
Canada	ROSEN	Serial No. 1,141,074 Reg. No. TMA704,063	Filed 5/16/2002 Registered: 1/8/2008
Australia	ROSEN	Serial No. 912780 Reg. No. 912780	Filed 5/14/2002 Registered 5/14/2002
Mexico	CARSHOW	Serial No. 548680 Reg. No. 751385	Filed 5/27/2002 Registered 6/25/2002
Canada	CLEARVUE	Serial No. 1,070,776 Reg. No. TMA607,438	Filed 9/5/2000 Registered 4/13/2004
Canada	ECHOMASTER	Serial No. 1148679 Reg. No. TMA660,616	File 8/1/2002 Registered 3/10/2006

TRADEMARK REEL: 005525 FRAME: 0024

RECORDED: 05/28/2015