

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEREN BRANDS, S. de R.L. de C.V.		09/17/2014	CORPORATION: MEXICO
RECEIVING PARTY DATA			
Name:	Steren Electronics International, LLC		
Street Address:	6920 Carroll Road, Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3855066	S STEREN SHOP ELECTRONICS SOLUTIONS	
Registration Number:	3734971	STEREN	
Registration Number:	4080454		
Registration Number:	3857875	STEREN	
Registration Number:	4070959	STEREN	
Registration Number:	3955250	STEREN	
Registration Number:	3726575	TRU SPEC	
CORRESPONDENCE DATA			
Fax Number:	6192350398		
<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:	619 525 3827		
Email:	docketing@procopio.com		
Correspondent Name:	Kathleen A. Brown, Procopio Cory et al		
Address Line 1:	525 B Street, Suite 2200		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	113903-32		
NAME OF SUBMITTER:	Kathleen A. Brown		
SIGNATURE:	/Kathleen A. Brown/		

OP \$190.00 3855066

DATE SIGNED:	09/30/2015
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Total Attachments: 5

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SERVICE MARK LICENSE AGREEMENT

This LICENSE AGREEMENT is made effective this 17 day of September, 2014 (Effective Date), between STEREN BRANDS, S. de R.L. de C.V., a corporation formed under the laws of Mexico, having a business address in Mexico City, Mexico ("LICENSOR"), and Steren Electronics International, LLC, with its business address in San Diego, California, USA ("LICENSEE").

WHEREAS LICENSOR owns several federally registered trade names and service marks in the United States employing the name STEREN® which has been used on promotional and advertising material and on signage, and being well known and recognized by the general public and associated in the public mind with LICENSOR;

WHEREAS LICENSEE desires to utilize the trademark STEREN® and the STEREN® logo, and related marks, copies of which are attached hereto as Exhibit A (collectively referred to as the "Marks"), upon and in connection with the PRODUCTS and SERVICES described in this License Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed:

1. GRANT OF LICENSE.

(a) Upon the terms and conditions hereinafter set forth, LICENSOR grants to LICENSEE, and LICENSEE hereby accepts, the right, license and privilege of utilizing the Marks and/or sublicensing the Marks to others ("SUBLICENSEES"), solely in connection with the operation of an electronic products and services shop ("Services") only at locations in the United States. LICENSOR also grants to LICENSEE the right, license, and privilege of using the Marks as LICENSEE deems appropriate and necessary in the promotion of the PRODUCTS and SERVICES.

(b) All SUBLICENSEES shall be subject to the terms and restrictions imposed upon LICENSEE herein, except that no SUBLICENSEE shall have the power to grant further sublicenses. No sublicense shall be granted by LICENSEE prior to obtaining the acceptance by SUBLICENSEE of these provisions.

(c) The term of the License hereby granted shall begin on the Effective Date stated above and shall continue for ten (10) years, unless sooner terminated in accordance with the provisions hereof. If neither party gives notice at least thirty (30) days prior to the end of the initial and subsequent ten year terms, this Agreement shall be automatically renewed for successive ten (10) year terms.

2. GOODWILL

LICENSEE recognizes the great value of the good will associated with the Marks, and acknowledges that the Marks and all rights therein and goodwill pertaining thereto belong exclusively to LICENSOR. LICENSEE also acknowledges that all past and future use of the Marks, including use by SUBLICENSEES, inures solely to the benefit of LICENSOR.

3. LICENSOR'S TITLE AND PROTECTION OF LICENSOR'S RIGHTS.

(a) LICENSEE agrees that it will not during the term of this Agreement, or any time thereafter, attack the title or any rights of LICENSOR in and to the Marks. LICENSEE agrees to assist LICENSOR to procure and maintain protection (such as registrations) for the Marks or to in any way protect LICENSOR's rights to the

Marks. LICENSOR shall have the right but not the duty if it so desires to commence or prosecute any infringement claims or suits in its own name or join LICENSEE as a party thereto.

(b) It is understood by LICENSEE that LICENSOR is not providing a warranty of non-infringement. LICENSEE shall notify LICENSOR in writing of any infringements or imitations by others of the Marks which are the same as or similar to those SERVICES covered by this Agreement which may come to LICENSEE's attention. The parties agree to work in good faith to stop such cases of infringement as might arise.

4. QUALITY OF SERVICES.

LICENSEE agrees and warrants that the PRODUCTS and SERVICES covered by this Agreement shall be rendered competently and professionally and shall be of such high quality as to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Marks and the goodwill pertaining thereto; that such PRODUCTS and SERVICES will be provided in accordance with all applicable Federal, State and local laws; and that the PRODUCTS and SERVICES shall not reflect adversely upon the goodwill and Marks of LICENSOR. LICENSEE also grants permission to LICENSOR to inquire into and monitor the quality of the PRODUCTS and SERVICES. LICENSEE further agrees that the terms of this paragraph and all other applicable terms of this Agreement shall apply to every SUBLICENSEE.

5. USE OF THE SERVICE MARKS.

(a) LICENSEE has the right to use the Marks prominently in all advertisements in all media, on all advertising and promotional materials, and on all invoices, stationery, brochures, and other business documents incident to the provision of the PRODUCTS and SERVICES. For any Marks for which LICENSOR has received a federal registration, all appearances of the registered trademark shall include the "®" symbol, as in "STEREN®."

(b) LICENSEE agrees to cooperate fully and in good faith with LICENSOR for the purpose of securing and preserving LICENSOR's rights in and to the Marks. LICENSEE acknowledges that nothing contained in this Agreement shall be construed as an assignment or grant to the LICENSEE of any right, title or interest in or to the Marks, it being understood that all rights relating thereto are reserved by LICENSOR.

(c) LICENSEE hereby agrees that its every use of such Marks shall inure to the benefit of LICENSOR and that LICENSEE shall not at any time acquire any rights in such Marks by virtue of any use it may make of such Marks.

6. PROMOTIONAL MATERIAL.

All artwork and designs involving the Marks, or any reproduction thereof, shall, notwithstanding their invention or use by LICENSEE, be and remain the property of LICENSOR and LICENSOR shall be entitled to use the same and to license the use of the same by others at the expiration of this Agreement. No copyrightable artwork, advertisement, or other work shall be commissioned or created by LICENSEE, SUBLICENSEES, or their employees, without first securing the right of LICENSOR to own the copyright in such work.

7. EXPLOITATION AND BEST EFFORTS.

LICENSEE agrees that during the term of this License it will diligently and continuously promote the Marks in connection with the PRODUCTS and SERVICES. LICENSEE agrees that it will maintain such business assets as necessary to the promotion of the Marks and provision of the SERVICES.

8. RECORDS.

LICENSOR and its principals may inspect of LICENSEE's records relating to this Agreement and any sublicense. LICENSOR and LICENSEE agree to cooperate in good faith to provide LICENSOR access to said books, records and other documents or materials.

9. TERMINATION.

(a) If LICENSEE provides PRODUCTS and SERVICES but does not continuously use the Marks in connection with the PRODUCTS and SERVICES, LICENSOR may, at its option, terminate this License. At LICENSOR's option, LICENSOR may make the termination pursuant to this paragraph retroactive to the date when LICENSEE ceased continuous use of the Marks in connection with the PRODUCTS and SERVICES.

(b) If LICENSEE shall violate any of its other obligations under the terms of this Agreement, LICENSOR shall have the right to terminate the License hereby granted upon thirty (30) days notice in writing, and such notice of termination shall become effective unless LICENSEE shall completely remedy the violation within the thirty (30) day period.

(c) Termination of the License under the provisions of this paragraph shall be without prejudice to any rights that LICENSOR may otherwise have against LICENSEE.

(d) After termination or expiration of this License Agreement, LICENSEE shall provide to LICENSOR, at LICENSEE's expense, all promotion and advertising materials using the Marks which LICENSEE has on hand.

10. EFFECT OF TERMINATION OR EXPIRATION

Upon and after the expiration or termination of this License, all rights granted to LICENSEE hereunder shall forthwith revert to LICENSOR. LICENSEE and its SUBLICENSEES will thereupon refrain from further use of the Marks or any further reference to the Marks, direct or indirect, or anything deemed by LICENSOR to be similar to the Marks in connection with the advertisement, promotion, or provision of the LICENSEE's activities.

11. NO JOINT VENTURE.

Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and LICENSEE shall have no power to obligate or bind LICENSOR in any manner whatsoever.

12. MISCELLANEOUS.

None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof and

either party may, within the time provided by applicable law, commence appropriate legal proceeding to enforce any or all of such rights. No person, firm, group or corporation other than LICENSEE and LICENSOR shall be deemed to have acquired any rights or obligations by reason of anything contained in this Agreement.

13. CHOICE OF LAW.


This Agreement, and all disputes arising thereunder, shall be governed by the laws of the State of California.

14. SEVERABILITY

In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have caused this instrument in duplicate originals to be duly executed by the parties' authorized representatives, who have signed below.

STEREN BRANDS, S. de R.L. de C.V.

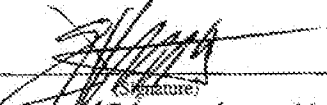
By: 
(Signature)

Date: 17/SEP/2014

Name: LEON SHTEREMBERG

Title: DIRECTOR

STEREN ELECTRONICS INTERNATIONAL,
LLC

By: 
(Signature)

Date: 17/SEP/2014

Name: DAVID SHTEREMBERG

Title: DIRECTOR

Title:

EXHIBIT A

<u>MARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STEREN SHOP ELECTRONICS SOLUTIONS and Design	3,855,066	September 28, 2010
STEREN	3,734,971	January 03, 2009
Design Mark	4,080,454	January 03, 2012
STEREN	3,857,875	October 05, 2010
STEREN	4,070,959	December 13, 2011
STEREN	3,955,250	May 03, 2011
TRU SPEC	3,726,575	December 15, 2009