

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENGINEERED NETWORK SYSTEMS, INC.		09/30/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	ENGINEERED NETWORK SYSTEMS, LLC		
Street Address:	14451 Ewing Avenue		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55306		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4609060	TECHTOWER	
Serial Number:	86441122	ASTRIDE	
CORRESPONDENCE DATA			
Fax Number:	3125693545		
<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:	312-569-1000		
Email:	gwen.benoy@dbr.com		
Correspondent Name:	Jessica J. Ryou, Drinker Biddle & Reath		
Address Line 1:	191 N. Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	529478		
NAME OF SUBMITTER:	Jessica J. Ryou		
SIGNATURE:	/Jessica J. Ryou/		
DATE SIGNED:	10/02/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of September 30, 2015, is made by ENGINEERED NETWORK SYSTEMS, INC., a Minnesota corporation (the "Company"), in favor of ENGINEERED NETWORK SYSTEMS, LLC, a Delaware limited liability company (the "Acquiror"), the purchaser of certain assets of the Company pursuant to that certain Asset Purchase and Contribution Agreement of even date herewith (the "Asset Purchase Agreement"), by and among the Company, the Acquiror and the other parties thereto.

WHEREAS, under the terms of the Asset Purchase Agreement, the Company has assigned, transferred, conveyed and delivered to the Acquiror, among other assets, certain intellectual property of the Company, and has agreed to execute and deliver this Agreement, for recording with the U.S. Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably assigns, transfers, conveys and delivers to the Acquiror all of the Company'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 Exhibit A hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of the Company's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of the Company 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. The Company hereby authorizes the Commissioner for Trademarks for the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register

this Agreement upon request by the Acquiror. Following the date hereof, the Company shall take such steps and actions, and provide such cooperation and assistance to the Acquiror 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 the Acquiror, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Company and the Acquiror with respect to the Assigned Trademarks. 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 Agreement 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 Agreement 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 Agreement.

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

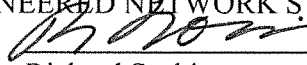
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United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

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment Agreement to be duly executed and delivered as of the day and year first above written.

COMPANY:

ENGINEERED NETWORK SYSTEMS, INC.

By: 

Name: Richard Soskin

Title: Chief Executive Officer

ACQUIROR:

ENGINEERED NETWORK SYSTEMS, LLC

By: _____

Name: Scott D. Evans

Title: Chief Executive Officer and President

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment Agreement to be duly executed and delivered as of the day and year first above written.

COMPANY:

ENGINEERED NETWORK SYSTEMS, INC.

By: _____

Name: Richard Soskin

Title: Chief Executive Officer

ACQUIROR:

ENGINEERED NETWORK SYSTEMS, LLC

By: Scott _____

Name: Scott D. Evans

Title: Chief Executive Officer and President

EXHIBIT A

Assigned Trademark Registrations and Applications

1. Registered trademark for TECHTOWER (Reg. No. 4,609,060).
2. ASTRIDE (Appl. No. 86/441,122).