

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/02/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audion Laboratories, Inc.		10/01/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wheatstone Corporation		
Street Address:	600 Industrial Drive		
City:	New Bern		
State/Country:	NORTH CAROLINA		
Postal Code:	28562		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2609042	VOXPRO	
CORRESPONDENCE DATA			
Fax Number:	2037875818		
<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:	2037870595		
Email:	bsullivan@delpet.com		
Correspondent Name:	Anthony P. DeLio		
Address Line 1:	DeLio, Peterson & Curcio, LLC		
Address Line 2:	700 State Street, Suite 402		
Address Line 4:	New Haven, CONNECTICUT 06511		
ATTORNEY DOCKET NUMBER:	WHT601-VOXPRO		
NAME OF SUBMITTER:	Anthony P. DeLio		
SIGNATURE:	/Anthony P. DeLio/		
DATE SIGNED:	10/21/2015		
Total Attachments: 3			
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OP \$40.00 2609042

ASSIGNMENT OF U.S. TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") is entered into and effective as of the 2nd day of October, 2015, by and between AUDION LABORATORIES, INC., a corporation duly incorporated and existing under the laws of the State of Washington ("Assignor") and WHEATSTONE CORPORATION, a corporation duly incorporated and existing under the laws of the State of Connecticut ("Assignee");

WHEREAS, Assignor is the owner of the entire right, title, and interest in and to the trademark VOXPRO and U.S. Trademark Registration Number 2,609,042, and all common law rights related thereto, ("Trademark"); and,

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement executed contemporaneously herewith and pursuant to which Assignee purchased from Assignor all of the right, title, and interest in and to the Trademark; and,

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title, and interest in and to the Trademark, including the goodwill associated therewith.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee and its successors, assigns, and legal representatives, all right, title, and interest in and to said Trademark, including the goodwill associated therewith, together with the right to sue third parties and recover for past misappropriations, infringements, dilutions, or any other violations of any proprietary or other right in and to the Trademark.

Assignor represents and warrants that, at the time of the execution and delivery of these presents, Assignor possesses full, unencumbered title to the Trademark, and that it has the full right and authority to make this Assignment.

Assignor further covenants and agrees, and likewise binds its successors, assigns, and legal representatives, to execute any additional papers which may be reasonably requested to confirm the right of the Assignee and its representatives, successors, and assigns to secure said Trademark or similar protection of said Trademark in the United States and to vest in the Assignee complete title to said Trademark.

[The rest of this page intentionally is left blank. A signature pages follows.]

Executed this 2nd day of October, 2015.

AUDION LABORATORIES, INC.

[Corporate Seal]

By: Charlie Brown 10-1-15
Charlie Brown, President

STATE OF Washington
COUNTY OF King

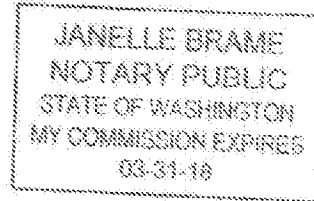
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein and, if other than in an individual capacity, in the capacity indicated having been first authorized to do so: Charlie Brown, President of Audion Laboratories, Inc.

Date 10/1/15

Janelle Frame
Notary Public

My commission expires: 03-31-18

[Notarial Seal]



[Signature and notary continued on next page.]

[Signature page to VoxPro Trademark Assignment]

Executed this 2nd day of October, 2015.

WHEATSTONE CORPORATION

[Corporate Seal]

By: Mary C. Snow, Pres
Gary C. Snow, President

STATE OF New York
COUNTY OF JEFFERSON

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein and, if other than in an individual capacity, in the capacity indicated having been first authorized to do so: Gary C. Snow, President of Wheatstone Corporation.

Date 10/1/15

Jessica Hudson
Notary Public

My commission expires: April 12, 2018

[Notarial Seal]

JESSICA L. HUDON
Notary Public, State of New York
No. 01HU6220377
Qualified in Jefferson County
My Commission Expires April 12, 18

81D: 4847-6587-1910, v. 4

[Signature page to VoxPro Trademark Assignment]