

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM370830

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RHYTHM TECH INC.		10/01/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JAM INDUSTRIES USA, LLC
Street Address:	21000 Trans-Canada Highway
City:	Baie d'Urfe, Quebec
State/Country:	CANADA
Postal Code:	H9X4B7
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3328637	METALWORKS
Registration Number:	3836096	STICKBALL
Registration Number:	3875915	STICK JINGL-ER
Registration Number:	1373705	RHYTHM TECH
Registration Number:	2220703	RHYTHM VILLAGE
Registration Number:	4533467	HAT TRICK
Registration Number:	1800086	HAT TRICK
Registration Number:	1793217	INDEXTENSION
Registration Number:	1792168	ACTIVE
Registration Number:	2525271	ECLIPSE

CORRESPONDENCE DATA

Fax Number: 6462257137

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.

Phone: 2127917200

Email: ceb@hartbaxley.com

Correspondent Name: Joseph T. Murray

Address Line 1: 90 John Street - Suite 403

Address Line 4: New York, NEW YORK 10038-3242

CH \$265.00 3328637

ATTORNEY DOCKET NUMBER:	JAM-RHYTHM-ASSMT X
NAME OF SUBMITTER:	Joseph T. Murray
SIGNATURE:	/JosephTMurray/
DATE SIGNED:	01/28/2016

Total Attachments: 9

source=Confirmatory Assignment - RhythmTech#page1.tif
source=Confirmatory Assignment - RhythmTech#page2.tif
source=Confirmatory Assignment - RhythmTech#page3.tif
source=Confirmatory Assignment - RhythmTech#page4.tif
source=Confirmatory Assignment - RhythmTech#page5.tif
source=Confirmatory Assignment - RhythmTech#page6.tif
source=Confirmatory Assignment - RhythmTech#page7.tif
source=Confirmatory Assignment - RhythmTech#page8.tif
source=Confirmatory Assignment - RhythmTech#page9.tif

CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT is a confirmation of the transfer of Intellectual Property as defined in the Purchase Agreement made as of October 1, 2015 (the "Effective Date").

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **RHYTHM TECH INC.**, a New York corporation, does hereby confirm that, as of the Effective Date, it has sold and assigned, and does hereby sell and assign to **JAM INDUSTRIES USA LLC.**, a Delaware limited liability company:

all rights, title and interest to all Intellectual Property used in conducting the Business and owned by the Vendor including the Listed IP together with all Intellectual Property Rights therein or related thereto, with the aforementioned terms as defined in the Purchase Agreement, including, but not limited to, the applications, trademarks, domain names and patents listed in Schedule A attached hereto, and all related applications, trademarks and patents thereon, and in to any divisions, continuations, continuations-in-part and extensions of the patents and patent applications and in the right to claim priority, including that provided by the International Convention for the Protection of Industrial Property, as amended, to any of the applications and patents listed in Schedule A, to be held and enjoyed by **JAM INDUSTRIES USA LLC.**, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by them, had this Confirmatory Assignment not been made.

RHYTHM TECH INC. shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain any application, trademarks, domain name or patent listed in Schedule A, and all related applications, trademarks, domain names and patents thereon,

in any and all countries, and to vest title thereto in JAM INDUSTRIES USA LLC., its successors, assigns and legal representatives or nominees.

If a provision of this Confirmatory Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Confirmatory Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Confirmatory Assignment.

RHYTHM TECH INC. hereby acknowledges that any willful false statement made in this assignment/declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

The Parties confirm their express wish that this Confirmatory Assignment be drawn up in the English language. *Les parties confirment leur volonté expresse que cette cession soit rédigée en langue anglaise.*


SIGNED AT _____, _____, this ___ day of ___, 2015.

Witness

RHYTHM TECH INC.

Name: Richard Taninbaum
Title: President

SIGNED AT MONTREAL CANADA this 11 day of JAN, 2015.



Witness
ENZO MORELLI



JAM INDUSTRIES USA LLC.

Name: Martin Szpiro
Title: Authorized Signatory

**SCHEDULE A
PATENTS**

Country	Title	Filing Date	Application No.	Registration No. Registration Date
United States	High Hat Tambourine Assembly	January 20, 2011	61/434710	--
United States	High Hat Tambourine Assembly	January 20, 2012	13/354,955	8,330,031 Dec. 11, 2012
United States	Percussion Accessories for Drumsticks	Sept. 24, 2009	61/245,499	--
PCT	Improved Tambourine	March 12, 2007	PCT/US2007/063810	--
United States	Tambourine Display Protective Case	March 22, 2007	11/689,922	7,665,604 Feb. 23, 2010
United States	Percussion Accessories for Drumsticks	Sept. 23, 2010	12/889,105	8,058,541 Nov. 15, 2011
PCT	Tambourine Display/Protective Case	March 22, 2007	PCT/US2007/064682	--
Europe	Tambourine	Aug. 11, 2006	000574439	000574439-0001 Nov. 8, 2006
United States	Percussion Accessories for Drumsticks	Jan. 14, 2010	61/295,020	--
United States	Tambourine Display/Protective Case	March 22, 2006	60/784,632	--
United States	Tambourine	March 10, 2006	60/781,466	--
United States	Tambourine Case	Feb. 13, 2006	29/253,790	D585,639 Feb. 3, 2009
United States	Tambourine	Feb. 13, 2006	29/253,791	D543,579 May 29, 2007
United States	Tambourine	March 12, 2007	11/585,042	7,714,219 May 11, 2010

TRADEMARKS

Country	Mark	Filing Date	Application No.	Registration No. Registration Date
China	RHYTHM TECH	Nov. 23, 2005	5018717	5018717 Sept. 21, 2009
United States	METALWORKS	Feb. 13, 2007	77106373	3328637 Nov. 6, 2007
United States	STICKBALL	July 9, 2009	77777654	3836096 Aug. 17, 2010
United States	STICK JINGLER	Jan. 6, 2010	77906171	3875915 Nov. 16, 2010
United States	RHYTHM TECH & DESIGN	Sept. 10, 1984	73498738	1373705 Dec. 3, 1985
United States	RHYTHM VILLAGE	Sept. 27, 1996	75064201	2220703 Jan. 26, 1999
United States	HAT TRICK	Oct. 9, 2013	86086893	4533467 May 20, 2014
United States	HAT TRICK & DESIGN	May 19, 1992	74277033	1800086 Oct. 19, 1993
United States	INDEXTENSION	Feb. 10, 1992	74244584	1793217 Sept. 14, 1993
United States	ACTIVE	Feb. 20, 1991	74140832	1792168 Sept. 7, 1993
United States	ECLIPSE	Fe. 01, 2001	78046038	2525271 Jan. 01, 2002

DOMAIN NAMES

www.rhythmtech.com

www.rhythmvillage.com

CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT is a confirmation of the transfer of Intellectual Property as defined in the Purchase Agreement made as of October 1, 2015 (the "Effective Date").

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **RHYTHM TECH INC.**, a New York corporation, does hereby confirm that, as of the Effective Date, it has sold and assigned, and does hereby sell and assign to **JAM INDUSTRIES USA LLC.**, a Delaware limited liability company:

all rights, title and interest to all Intellectual Property used in conducting the Business and owned by the Vendor including the Listed IP together with all Intellectual Property Rights therein or related thereto, with the aforementioned terms as defined in the Purchase Agreement, including, but not limited to, the applications, trademarks, domain names and patents listed in Schedule A attached hereto, and all related applications, trademarks and patents thereon, and in to any divisions, continuations, continuations-in-part and extensions of the patents and patent applications and in the right to claim priority, including that provided by the International Convention for the Protection of Industrial Property, as amended, to any of the applications and patents listed in Schedule A, to be held and enjoyed by JAM INDUSTRIES USA LLC., its assigns and successors, as fully and entirely as the same would have been held and enjoyed by them, had this Confirmatory Assignment not been made.

RHYTHM TECH INC. shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain any application, trademarks, domain name or patent listed in Schedule A, and all related applications, trademarks, domain names and patents thereon,

in any and all countries, and to vest title thereto in JAM INDUSTRIES USA LLC., its successors, assigns and legal representatives or nominees.

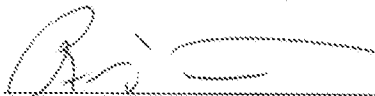
If a provision of this Confirmatory Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Confirmatory Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Confirmatory Assignment.

RHYTHM TECH INC. hereby acknowledges that any willful false statement made in this assignment/declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

The Parties confirm their express wish that this Confirmatory Assignment be drawn up in the English language. *Les parties confirment leur volonté expresse que cette cession soit rédigée en langue anglaise.*

SIGNED AT 12:37 PM, this 9 day of 12, 2015.

Witness


RHYTHM TECH INC.

Name: Richard Taninbaum
Title: President

SIGNED AT _____, this ___ day of _____, 2015.

Witness

JAM INDUSTRIES USA LLC.

Name: Martin Szpiro
Title: Authorized Signatory

**SCHEDULE A
PATENTS**

Country	Title	Filing Date	Application No.	Registration No. Registration Date
United States	High Hat Tambourine Assembly	January 20, 2011	61/434710	--
United States	High Hat Tambourine Assembly	January 20, 2012	13/354,955	8,330,031 Dec. 11, 2012
United States	Percussion Accessories for Drumsticks	Sept. 24, 2009	61/245,499	--
PCT	Improved Tambourine	March 12, 2007	PCT/US2007/063810	--
United States	Tambourine Display Protective Case	March 22, 2007	11/689,922	7,665,604 Feb. 23, 2010
United States	Percussion Accessories for Drumsticks	Sept. 23, 2010	12/889,105	8,058,541 Nov. 15, 2011
PCT	Tambourine Display/Protective Case	March 22, 2007	PCT/US2007/064682	--
Europe	Tambourine	Aug. 11, 2006	000574439	000574439-0001 Nov. 8, 2006
United States	Percussion Accessories for Drumsticks	Jan. 14, 2010	61/295,020	--
United States	Tambourine Display/Protective Case	March 22, 2006	60/784,632	--
United States	Tambourine	March 10, 2006	60/781,466	--
United States	Tambourine Case	Feb. 13, 2006	29/253,790	D585,639 Feb. 3, 2009
United States	Tambourine	Feb. 13, 2006	29/253,791	D543,579 May 29, 2007
United States	Tambourine	March 12, 2007	11/585,042	7,714,219 May 11, 2010

TRADEMARKS

Country	Mark	Filing Date	Application No.	Registration No. Registration Date
China	RHYTHM TECH	Nov. 23, 2005	5018717	5018717 Sept. 21, 2009
United States	METALWORKS	Feb. 13, 2007	77106373	3328637 Nov. 6, 2007
United States	STICKBALL	July 9, 2009	77777654	3836096 Aug. 17, 2010
United States	STICK JINGL·ER	Jan. 6, 2010	77906171	3875915 Nov. 16, 2010
United States	RHYTHM TECH & DESIGN	Sept. 10, 1984	73498738	1373705 Dec. 3, 1985
United States	RHYTHM VILLAGE	Sept. 27, 1996	75064201	2220703 Jan. 26, 1999
United States	HAT TRICK	Oct. 9, 2013	86086893	4533467 May 20, 2014
United States	HAT TRICK & DESIGN	May 19, 1992	74277033	1800086 Oct. 19, 1993
United States	INDEXTENSION	Feb. 10, 1992	74244584	1793217 Sept. 14, 1993
United States	ACTIVE	Feb. 20, 1991	74140832	1792168 Sept. 7, 1993
United States	ECLIPSE	Fe. 01, 2001	78046038	2525271 Jan. 01, 2002

DOMAIN NAMES

www.rhythmttech.com

www.rhythmvillage.com

