

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TTE, Inc.		12/27/2013	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TTE Filters, LLC		
Street Address:	One Magnetics Parkway		
City:	Gowanda		
State/Country:	NEW YORK		
Postal Code:	14070		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1244261	TTE	
Registration Number:	2567442	FILTERMAN	
Registration Number:	2631239	FILTERMAN TAKES NO STATIC	
CORRESPONDENCE DATA			
Fax Number:	305-372-74		
<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:	305-372-7474		
Email:	aunderwood@careyrodriguez.com		
Correspondent Name:	Carey Rodriguez Milian Gonya, LLP		
Address Line 1:	1395 Brickell Ave		
Address Line 2:	Suite 700		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	Gowanda-002		
NAME OF SUBMITTER:	Adam Underwood		
SIGNATURE:	/Adam C. Underwood/		
DATE SIGNED:	05/18/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made and entered into this 27 day of December, 2013, by TTE, Inc., a California corporation ("Assignor"), in favor of TTE Filters, LLC, a New York limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee, among others (the "Asset Purchase Agreement").

WHEREAS, Assignor has acquired certain rights in the Internet domain names identified in Schedule A attached hereto (the "Domain Names");

WHEREAS, Assignee is desirous of having transferred to it the Domain Names and any other domain names used in connection with the Business, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignor is the owner of the trademark registrations set forth in Schedule B attached hereto (the "Trademarks");

WHEREAS, Assignee desires to acquire certain trademarks, service marks and other source identifying designations, including but not limited to the Trademarks, as successor to the business to which such marks pertain;

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor agreed to sell, and Buyer agreed to purchase, certain assets of Assignor, as described therein;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enter into this Intellectual Property Assignment to transfer to Assignee the Domain Names and Trademarks (the "Intellectual Property"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interests in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the recitals, and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, assigns, transfers and sets over to Assignee:

a. All right, title and interest in and to the Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title and interest in and to all other domain names used in connection with the Business, together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (the "Unscheduled Domain Names"); and

c. The right to sue and collect damages and/or profits for both past and present causes of action related to the Domain Names and/or Unscheduled Domain Names.

2. Assignment of Trademarks. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to the Trademarks together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefore, and the business to which such Trademarks pertains, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title and interest in and to all other trademarks, service marks or other source identifying designations used in connection with the Business, together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefore, and the business to which such trademarks pertain, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (the "Unscheduled Trademarks"); and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Trademarks and/or Unscheduled Trademarks.

3. Further Assurances. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action to register, evidence, perfect and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. With respect to the Domain Name and/or Unscheduled Domain Names and without limiting the foregoing, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar.

4. Successors and Assigns. All the terms, covenants and conditions in this Intellectual Property Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

5. No Inconsistent Acts. Assignor, for itself and its successors and assigns hereby covenants that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

6. Relationship to Asset Purchase Agreement. This Intellectual Property Assignment is made subject to, and with the benefit of, those representations, warranties, covenants, indemnities, terms, conditions and other provisions that are set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Intellectual Property Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will take precedence and prevail.

IN WITNESS WHEREOF, Assignor has executed this Intellectual Property Assignment, under seal, as of the day and year first above written.

EXECUTED, at _____, _____.

ASSIGNOR:

Witness:

TTE, Inc,
a California corporation

Diana Sodaro
Name:
DIANA SODARO

By: [Signature]
Name: STEPHEN J. SODARO
Title: PRESIDENT

ASSIGNEE:

Witness:

TTE, Filters, LLC,
a New York limited liability company

Name:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has executed this Intellectual Property Assignment, under seal, as of the day and year first above written.

EXECUTED, at _____, _____.

ASSIGNOR:

Witness:

TTE, Inc,
a California corporation

Name:

By: _____
Name: _____
Title: _____

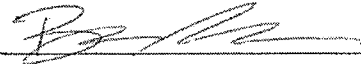
ASSIGNEE:

Witness:

TTE, Filters, LLC,
a New York limited liability company



Name:

By: 
Name: BRIAN MIVVER
Title: _____

**SCHEDULE A
TO
INTELLECTUAL PROPERTY ASSIGNMENT**

DOMAIN NAME

<u>Domain Name</u>	<u>Owner</u>	<u>Registrar</u>	<u>Expiration Date</u>
tte.com	TTE, Inc.	Network Solutions	7/28/2029
tteinc.us	TTE, Inc.	Network Solutions	5/18/2014
tteinc.com	TTE, Inc.	Network Solutions	1/30/2016
ttesales.com	TTE, Inc.	Network Solutions	1/12/2017
lowpass.com	TTE, Inc.	Network Solutions	1/12/2017
ttefilters.com	TTE, Inc.	Network Solutions	9/23/2014
ttefilters.org	TTE, Inc.	Network Solutions	11/1/2016
ttefilters.us	TTE, Inc.	Network Solutions	11/1/2016
filterman.com	TTE, Inc.	Network Solutions	9/24/2014

**SCHEDULE B
TO
INTELLECTUAL PROPERTY ASSIGNMENT**

TRADEMARK

United States Trademark Registration Owned by Assignor

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
TTE	1244261	July 5, 1983
Filterman	2567442	May 7, 2002
Filterman Takes No Static	2631239	October 8, 2002