

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387518

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/03/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovative Technology Electronics Corp.		06/01/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Innovative Technology Electronics, LLC
Street Address:	Corporation Trust Center
Internal Address:	1209 Orange Street
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4537836	JUSTIN
Registration Number:	4672779	RECHARGE ANYTIME, ANYWHERE!
Registration Number:	4499387	NO OUTLET? NO WORRIES!
Registration Number:	4319136	DOCK & VIEW
Registration Number:	4172370	GOLDEN SOLUTIONS
Registration Number:	3901477	PARTY TO GO
Registration Number:	4012837	SAFE & SOUND
Registration Number:	3597754	DIGITIZE YOUR MEMORIES
Registration Number:	3592662	CLOCK-WISE
Registration Number:	3119797	YOU'VE GOT TO HAVE IT.
Registration Number:	3303682	TUNE TRAVELER
Registration Number:	3129955	IT.INNOVATIVE TECHNOLOGY
Registration Number:	3026656	IT.
Serial Number:	86835294	VICTROLA
Serial Number:	86835312	VICTROLA
Serial Number:	86821118	BRIGHT TUNES
Serial Number:	86821141	LIGHT UP YOUR LIFE WITH MUSIC

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86821180	DECORATE YOUR LIFE WITH MUSIC
Serial Number:	86821155	DECORATE WITH MUSIC
Serial Number:	86754790	STRING TUNES
Serial Number:	86705508	BRIGHT TUNES
Serial Number:	85774163	VICTROLA
Serial Number:	85827614	JUSTIN
Serial Number:	85804052	JUSTIN
Serial Number:	77524246	LOCK WISE
Serial Number:	77345258	DOCKZILLA
Serial Number:	85686091	COMFY TUNES
Serial Number:	77730995	PARTY ON THE GO
Serial Number:	85804088	JUSTIN CASE

CORRESPONDENCE DATA

Fax Number: 2126983599
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: 2126983500
Email: patents@dechert.com
Correspondent Name: DECHERT LLP
Address Line 1: 1095 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10036-6797

ATTORNEY DOCKET NUMBER:	245033-146204
NAME OF SUBMITTER:	Noah Shier
SIGNATURE:	/Noah Shier/
DATE SIGNED:	06/10/2016

Total Attachments: 7
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RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this "Assignment") is made as of June 3, 2016 (the "Effective Date"), by and between Innovative Technology Electronics Corp., a New York corporation ("Assignor"), and Innovative Technology Electronics, LLC, a Delaware limited liability company ("Assignee"). Each of Assignor and Assignee are referred to as a "Party" and together as the "Parties".

WHEREAS, concurrently herewith, Assignor, Assignee, and Corey Lieblein are entering into a certain Asset Purchase Agreement, dated as of the date hereof (the "APA"), pursuant to which Assignee is acquiring certain assets of Assignor, including without limitation the Assigned Trademark Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the APA.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the APA, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to (a) the trademark registrations and trademark applications listed on Schedule A hereto (provided that, with respect to the United States intent-to-use trademark applications listed on Schedule A hereto, the transfer of such applications, accompanies, pursuant to the APA, the transfer of Assignor's business to which the trademark pertains, and that business is ongoing and existing or the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; together with all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (a) – (g), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Trademark Rights").

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization,

whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, giving of testimony, execution of papers, and other assistance all to the extent reasonably necessary or desirable (a) for perfecting all right, title and interest herein conveyed; (b) for prosecuting any applications herein conveyed; and (c) for legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

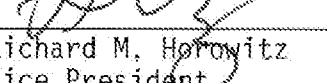
4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The undersigned Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

"ASSIGNEE":

**INNOVATIVE TECHNOLOGY
ELECTRONICS, LLC**

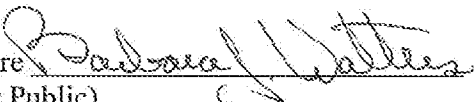
By: 
 Name: Richard M. Horowitz
 Title: Vice President
 Date: June 3, 2016

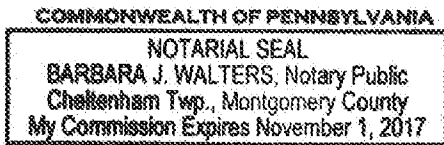
County of Montgomery)
) SS.
 State of Pennsylvania)

On this 3rd day of June, in the year 2016, before me, Barbara J. Walters Notary Public, personally appeared Richard M. Horowitz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
 (Notary Public)



[Signature Page to Trademark Assignment]

TRADEMARK
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"ASSIGNOR":

INNOVATIVE TECHNOLOGY
ELECTRONICS CORP.

By: CAL
Name: Corey Lieblein
Title: CEO
Date: June 1, 2016

County of DADE)
State of FLORIDA) SS.

On this 1 day of June, in the year 2016 before me,
Gina Ragiel, Notary Public, personally appeared Corey Lieblein
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument, and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument, the person or the
entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
_____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gina Ragiel (Seal)
(Notary Public)

GINA RAGIEL
No. 01RAB000873
Notary Public, State of New York
Qualified in Nassau County
My Commission Expires 08/23/20 A

[Signature Page to Trademark Assignment]


TRADEMARK
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SCHEDULE A


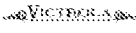

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks:

Name	Jurisdiction	Registration Number	Date of Registration
Just/n JUSTIN	US	4537836	5/27/2014
Recharge Anytime, Anywhere! RECHARGE ANYTIME, ANYWHERE!	US	4672779	1/13/2015
No Outlet? No Worries! NO OUTLET? NO WORRIES!	US	4499387	3/18/2014
Dock & View DOCK & VIEW	US	4319136	4/09/2013
Golden Solutions GOLDEN SOLUTIONS	US	4172370	7/10/2012
Party To Go PARTY TO GO	US	3901477	1/04/2011
Safe & Sound SAFE & SOUND	US	4012837	8/16/2011
<small>DIGITIZE YOUR MEMORIES</small> DIGITIZE YOUR MEMORIES	US	3597754	3/31/2009
Clock Wise CLOCK-WISE	US	3592662	3/17/2009
<small>you've got to have it</small> YOU'VE GOT TO HAVE IT.	US	3119797	7/25/2006

Tune Traveler TUNE TRAVELER	US	3303682	10/02/2007
 IT. INNOVATIVE TECHNOLOGY	US	3129955	8/15/2006
IT. IT.	US	3026656	12/13/2005

Trademark Applications:

Name	Jurisdiction	Application Number	Date of Application
VICTROLA	CANADA	1758514	12/08/2015
 VICTROLA	US	86835294	12/01/2015
 VICTROLA	US	86835312	12/01/2015
 BRIGHT TUNES	US	86821118	11/16/2015
Light Up Your Life With Music LIGHT UP YOUR LIFE WITH MUSIC	US	86821141	11/16/2015
Decorate Your Life With Music DECORATE YOUR LIFE WITH MUSIC	US	86821180	11/16/2015
Decorate With Music DECORATE WITH MUSIC	US	86821155	11/16/2015
String Tunes STRING TUNES	US	86754790	9/11/2015

Bright Tunes BRIGHT TUNES	US	86705508	7/27/2015
VICTROLA VICTROLA	US	85774163	11/07/2012
Justin JUSTIN	US	85827614	1/19/2013
<i>Justin</i> JUSTIN	US	85804052	12/17/2012
<i>Justin Case</i> JUSTIN CASE	US	85804088	12/17/2012
Lock Wise LOCK WISE	US	77524246	7/16/2008
DOCKZILLA DOCKZILLA	US	77345258	12/05/2007
Comfy Tunes COMFY TUNES	US	85686091	7/25/2012
Party On The Go PARTY ON THE GO	US	77730995	5/06/2009