

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392329

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	05/23/2016		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ingram Micro, Inc.		05/23/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVAD LLC		
<b>Street Address:</b>	14000 North Hayden Road, Suite 100		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85260		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86597274	HOUSE OF WARRANTIES	
<b>Registration Number:</b>	3565918	AVAD	
<b>Registration Number:</b>	3562528	AVAD	
<b>Registration Number:</b>	3532478	AVAD	
<b>Registration Number:</b>	3555301	AVAD	
<b>Registration Number:</b>	3555300	AVAD	
<b>Registration Number:</b>	3593076	AVAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>			
<b>Phone:</b>	949-760-0404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Andrew H. Simpson		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	IMICRO4.004T		
<b>NAME OF SUBMITTER:</b>	Andrew H. Simpson		

OP \$190.00 86597274

<b>SIGNATURE:</b>	/Andrew H. Simpson/
<b>DATE SIGNED:</b>	07/22/2016
<b>Total Attachments: 6</b> source=imicro4#page1.tif source=imicro4#page2.tif source=imicro4#page3.tif source=imicro4#page4.tif source=imicro4#page5.tif source=imicro4#page6.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 23<sup>rd</sup> day of May, 2016, by and between Ingram Micro Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 3351 Michelson Drive, Irvine, California 92612 ("Assignor") and AVAD LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 14000 North Hayden Road, Suite 100, Scottsdale, Arizona 85260 ("Assignee").

WHEREAS, Assignor, Assignee, Kingswood AVAD LLC ("U.S. Buyer"), Kingswood AVAD Canada Ltd. ("Canadian Buyer"), Ingram Micro Inc. ("Canadian Seller") and AVAD Canada Ltd ("AVAD Canada") have entered into an Equity Purchase Agreement, dated as of April 26, 2016 (the "Purchase Agreement"), pursuant to which (i) the Assignor has agreed to sell to the U.S. Buyer, and U.S. Buyer has agreed to purchase from Assignor, all of the issued and outstanding equity interest in Assignee, and (ii) Canadian Seller has agreed to sell to Canadian Buyer, and Canadian Buyer has agreed to purchase from Canadian Seller, all of the issued and outstanding equity interest in AVAD Canada;

WHEREAS, Assignor now wishes to assign the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks") to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the equity interests of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks

for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

Trademark Assignment

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**TRADEMARK**  
**REEL: 005837 FRAME: 0496**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Ingram Micro Inc.

Name: PAUL O. GAY  
Signature: [Handwritten Signature]  
Title: VP & PRES. N.A.

NOTARIZATION

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

(Seal)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

ASSIGNEE: AVAD, LLC

Name: TIM AMENT  
Signature: [Handwritten Signature]  
Title: MANAGER

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

(Seal)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

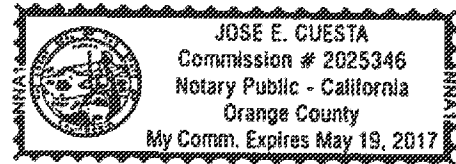
State of California  
County of Orange

On May 24, 2016 before me, Jose E. Cuesta, Notary Public, personally appeared Paul Damien Bay 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 executed the same in his authorized capacity, and that by his 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



-----OPTIONAL-----

Description of Attached Document

Title or Type of Document: Trademark Assignment – AVAD LLC

TRADEMARK

REEL: 005837 FRAME: 0498


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

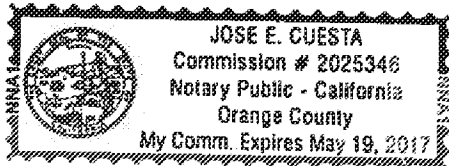
State of California  
County of Orange

On **May 23, 2016** before me, **Jose E. Cuesta, Notary Public**, personally appeared **Tim Ament** 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 executed the same in his authorized capacity, and that by his 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





-----OPTIONAL-----

**Description of Attached Document**

Title or Type of Document: Trademark Assignment - AVAD LLC

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. &amp; Date</i>	<i>Registration No. &amp; Date</i>
HOUSE OF WARRANTIES & Design	U.S.	86/597274 14-Apr-2015	
	U.S.	78/710227 09-Sep-2005	3565918 20-Jan-2009
	U.S.	78/710224 09-Sep-2005	3562528 13-Jan-2009
	U.S.	78/710217 09-Sep-2005	3532478 11-Nov-2008
AVAD	U.S.	78/709936 09-Sep-2005	3555301 30-Dec-2008
AVAD	U.S.	78/709931 09-Sep-2005	3555300 30-Dec-2008
AVAD	U.S.	78/709926 09-Sep-2005	3593076 17-Mar-2009