

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Griffin Technology, Inc.		08/05/2016	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Griffin Medical LLC		
<b>Street Address:</b>	324 Starling Lane		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37064		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86691537	BEAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152482954		
<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>	615-742-7944		
<b>Email:</b>	trademarks@bassberry.com		
<b>Correspondent Name:</b>	Martha B. Allard		
<b>Address Line 1:</b>	150 3rd Ave. S.		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37201		
<b>ATTORNEY DOCKET NUMBER:</b>	120089-505		
<b>NAME OF SUBMITTER:</b>	Martha B. Allard		
<b>SIGNATURE:</b>	/Martha B. Allard/		
<b>DATE SIGNED:</b>	08/25/2016		
<b>Total Attachments: 7</b>			
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## ADDENDUM TO CONTRIBUTION AGREEMENT

This Addendum to the Contribution Agreement (this “Addendum”) dated August 5, 2016 (the “Effective Date”), is entered into among Griffin Technology, Inc., a Tennessee corporation (“Parent”), Paul P. Griffin, Jr., a resident of Tennessee (“Guarantor”), and Griffin Medical LLC, a Delaware limited liability company (“Subsidiary”).

WHEREAS, the parties to this Addendum are parties to a Contribution Agreement dated May 17, 2016 (the “Agreement”), pursuant to which Parent transferred to Subsidiary the Beam Assets (as defined in the Contribution Agreement).

WHEREAS, pursuant to Section 6.1 of the Agreement, the parties desire to supplement the Agreement to make clear that the assets described below in this Addendum were and are included in the Beam Assets transferred to Subsidiary pursuant to the Agreement.

WHEREAS, Parent owns all right, title and interest in and to the trademark and patent identified on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the “Assigned Property”).

WHEREAS, in connection with the Agreement, the parties desire to enter into this Addendum for the purposes of assigning all of Parent’s right, title and interest in the Assigned Property and all goodwill related to or symbolized by such Assigned Property from Parent to Subsidiary and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

- 1. Beam Assets.** Without limiting the definition of Beam Assets contained in the Agreement, the Beam Assets include but are not limited to all software, device communication technology and methods, and application and hardware integration technology and methods, that arise out of or relate to bar code scanning and the development of Beam and its predecessor bar code scanning products, and all related intellectual property and proprietary rights throughout the world. For clarity, all right, title, and interest in and to the foregoing are hereby assigned by Parent to Subsidiary.
- 2. Trademark and Patent Assignment.** Parent hereby transfers, conveys, assigns, sets over and delivers to Subsidiary, and Subsidiary hereby accepts, all rights, title, and interests in and to the Assigned Property, throughout the world, together with the goodwill of the business symbolized by the Assigned Property, including without limitation, any issuances, divisions, continuations, extensions and renewals of the Assigned Property, any and all causes of action and other rights assertable under the Assigned Property, the right to sue third parties for past, present and future infringement of or improper activities regarding the Assigned Property, the right to assume any licenses connected with the Assigned Property, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Subsidiary, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Parent had this Assignment not been made.

**3. Further Assurances.**

3.1. Assistance. Parent will take all action and execute all documents as Subsidiary may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Subsidiary. In addition, Parent will, at the request and sole cost and expense of Subsidiary, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Subsidiary may reasonably require:

3.1.1. to apply for, obtain, register, maintain and vest in the name of Subsidiary alone (unless Subsidiary otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

3.1.2. to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

3.1.3. to assist Subsidiary with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

3.2. Recordation. Parent authorizes the Commissioner for Trademarks and Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Assigned Property are or may be recorded, registered or pending, to record and register this Addendum upon request by Subsidiary.

**4. Miscellaneous.** The Agreement is supplemented by this Addendum, but the Agreement remains in full force and effect. This Addendum may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Addendum and all of which, when taken together, will be deemed to constitute one and the same addendum. The exchange of copies of this Addendum and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Addendum as to the parties and may be used in lieu of the original Addendum for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective  
Date.


**PARENT:**

GRIFFIN TECHNOLOGY, INC.

By:   
Name: Paul P. Griffin, Jr.  
Title: Chief Executive Officer

**SUBSIDIARY:**

GRIFFIN MEDICAL LLC

By:   
Name: Paul P. Griffin, Jr.  
Title: Manager

**GUARANTOR:**

  
PAUL P. GRIFFIN, JR.

*Signature Page to Addendum to Contribution Agreement*

ACKNOWLEDGMENT

STATE OF TENNESSEE )

)SS.

COUNTY OF DAVIDSON )

On the 5<sup>th</sup> day of August, 2016, before me personally appeared Paul Griffin, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same in his capacity as Chief Executive Officer of Griffin Technology, Inc.



My Commission Expires 8/20/19

Laura A. Black

Notary Public

Printed Name: Laura A. Black

ACKNOWLEDGMENT

STATE OF TENNESSEE )

)SS.

COUNTY OF DAVISON )

On the 5<sup>th</sup> day of August, 2016, before me personally appeared Paul Griffin, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same in his capacity as Manager of Griffin Medical LLC



Laura A. Black

Notary Public

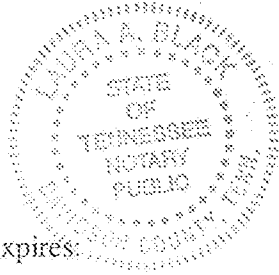
Printed Name:  
Laura A. Black

My Commission Expires:  
8/20/19

ACKNOWLEDGMENT

STATE OF TENNESSEE )  
 )SS.  
COUNTY OF DAVIDSON )

On the 5<sup>th</sup> day of August, 2016, before me personally appeared Paul Griffin, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same in his personal capacity.



Laura A. Slack

Notary Public

Printed Name:

Laura A. Slack

My Commission Expires: 8/20/19



**Exhibit A**

**Patent**

<b>Design Patent Title</b>	<b>Application #</b>	<b>Filing/Issue Date</b>	<b>Status</b>
Cell Phone Case	29/571,824	7/22/2016	Patent Application Filed

**Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Serial No./Filing Date</b>	<b>Status</b>
BEAM	United States	86691537 July 13, 2015	Suspended

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