

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambridge Sound Management, Inc.		01/11/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nightingale Smart Solutions, Inc.		
Street Address:	c/o Cambridge Sound Management, Inc.		
Internal Address:	404 Wyman Street, Suite 200		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86939204	NIGHTINGALE	
Serial Number:	86939206	SLEEP BLANKET	
Serial Number:	87266425	SOUND BLANKET	
CORRESPONDENCE DATA			
Fax Number:	9783410036		
<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:	(978) 341-0036		
Email:	trademarks@hbsr.com		
Correspondent Name:	Keith J. Wood		
Address Line 1:	Hamilton, Brook, Smith & Reynolds, P.C.		
Address Line 2:	530 Virginia Road, P.O. Box 9133		
Address Line 4:	Concord, MASSACHUSETTS 01742-9133		
NAME OF SUBMITTER:	Keith J. Wood		
SIGNATURE:	/Keith J. Wood/		
DATE SIGNED:	01/19/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of December 30, 2016, by and between Cambridge Sound Management, Inc. ("Assignor") and Nightingale Smart Solutions, Inc., having an address at c/o Cambridge Sound Management, Inc., 404 Wyman Street, Suite 200, Waltham, MA 02451 ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Contribution Agreement and Bill of Sale dated as of December 30, 2016 (the "Contribution Agreement") pursuant to which Assignor has sold, and Assignee has purchased, certain Assets of the Business, including, the trademark applications set forth on Schedule 1 attached hereto ("Assigned Marks"); and

WHEREAS, Assignor owns all right, title and interest in and to the Assigned Marks and all goodwill associated therewith;

WHEREAS, Assignee is the successor to that portion of the Business to which the Assigned Marks pertain and such Business is ongoing and existing; and

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned Marks and all goodwill associated with the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the Assigned Marks, in the United States and all countries throughout the world, together with the goodwill of the business associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, including all rights of priority, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
3. This Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and

Assignee with respect to the Assigned Marks. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Contribution Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Contribution Agreement and is subject to the terms and conditions set forth in the Contribution Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify or otherwise modify any provision of the Contribution Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Contribution Agreement, the terms and provisions of the Contribution Agreement shall govern.

[Remainder of page left blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed this 11 day of January, 2017.

ASSIGNOR:

CAMBRIDGE SOUND MANAGEMENT, INC.

By: [Signature]
Name: Meghan Ellis
Title: Secretary

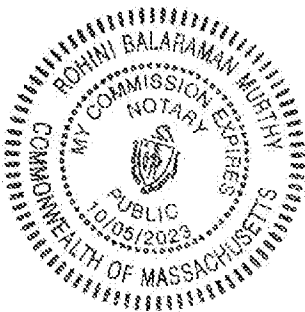
STATE OF MA)

COUNTY OF Middlesex) ss:)

On this 11th day of January 2017, personally before me came Meghan Ellis known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

[Signature]
Notary Public



[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed this 11 day of January, 2017.

ASSIGNEE:

NIGHTINGALE SMART SOLUTIONS, INC.

By: [Signature]
Name: Meghan Ellis
Title: Secretary

STATE OF MA)

COUNTY OF Middlesex)

ss:

On this 11th day of January 2017, personally before me came Meghan Ellis known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

[Signature]
Notary Public



[Signature Page to Trademark Assignment]

SCHEDULE 1

<u>Country</u>	<u>Case Type</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Trademark</u>
U.S.	U.S. Trademark Application	U.S. Trademark App. No. 86/939,204	March 14, 2016	Allowed	NIGHTINGALE
U.S.	U.S. Trademark Application	US Trademark App. No. 86/939,206	March 14, 2016	Allowed	SLEEP BLANKET
U.S.	U.S. Trademark Application	US Trademark App. No. 87/266,425	December 13, 2016	Pending	SOUND BLANKET