

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GATESAIR, INC.		02/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WHEATSTONE CORPORATION		
Street Address:	600 INDUSTRIAL DRIVE		
City:	NEW BERN		
State/Country:	NORTH CAROLINA		
Postal Code:	28562		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2119698	AIRWAVE	
Registration Number:	2123514		
Registration Number:	3289001	NETWAVE	
Registration Number:	2231086	PR&E	
Registration Number:	3105099	RMXDIGITAL	
Registration Number:	1541065	STEREOMIXER	
CORRESPONDENCE DATA			
Fax Number:	9192779177		
<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:	919-277-9100		
Email:	trademarks@wardandsmith.com		
Correspondent Name:	Ward and Smith, P.A.		
Address Line 1:	5430 Wade Park Blvd., Wade II, Suite 400		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
NAME OF SUBMITTER:	Angela P. Doughty		
SIGNATURE:	/apd/		
DATE SIGNED:	02/17/2017		
Total Attachments: 4			

OP \$165.00 2119698

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("**Assignment**") is entered into effective as of the 16th day of February, 2017, by and among GATESAIR, INC., a Delaware corporation ("**GatesAir**"); IMAGINE COMMUNICATIONS CORP., a Delaware corporation ("**Imagine**" together with GatesAir collectively hereinafter shall be referred to as "**Assignor**"); and WHEATSTONE CORPORATION, a Connecticut corporation ("**Assignee**");

WITNESSETH:

WHEREAS, subject to and in accordance with the terms of the Agreement (defined below), GatesAir has conveyed and hereby conveys to Assignee its entire right, title, and interest in and to the registered trademarks listed on Exhibit A attached hereto and incorporated herein by this reference for the goods/services in connection with which they are used, and GatesAir and Imagine has conveyed and hereby conveys to Assignee their entire right, title, and interest in and to the common law trademarks listed in Exhibit B, attached hereto and incorporated herein by this reference for the goods/services in connection with which they are used (collectively "**Trademarks**");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "**Agreement**"), dated on or about even date herewith, such Agreement hereby acknowledged and incorporated herein by this reference, pursuant to which Assignee purchased from Assignor all of Assignor's right, title, and interest in and to the Trademarks.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Assignor does hereby assign and transfer to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title, and interest in and to said Trademarks, together with the goodwill associated therewith, along with the right to sue and recover for past misappropriations, infringements, dilutions, or any other violations of any proprietary or other right in and to the Trademarks.

This Assignment is in accordance with and is subject to the terms of the Agreement. Consequently, in the event of any ambiguity between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall supersede and control. Nothing in this Assignment shall be deemed to modify the rights, duties, and obligations of the parties under the Agreement.

[The rest of this page intentionally is left blank. A signature page follows.]

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

GATESAIR, INC.

By: [Signature]
Name: Richard Redmond
Title: Chief Products Officer

I, Erin Rosen, a Notary Public in and for Warren County in the State of Ohio, do hereby certify that Richard Redmond personally came before me this day and executed the foregoing document.

Date 2-13-17

[Signature]
Signature of Notary Public

(Official Seal)

ERIN G. ROSEN, Attorney At-Law
Notary Public - State of Ohio
Sec. 147.03 R.C.

My commission expires: My Commission has no expiration date

IMAGINE COMMUNICATIONS CORP.

By: [Signature]
Name: [Signature]
Title: [Signature]

I, Ann Seay, a Notary Public in and for Collin County in the State of Texas, do hereby certify that Charles Vogt personally came before me this day and executed the foregoing document.

Date Feb 14, 2017

[Signature]
Signature of Notary Public

(Official Seal)

My commission expires: Apr 5, 2021

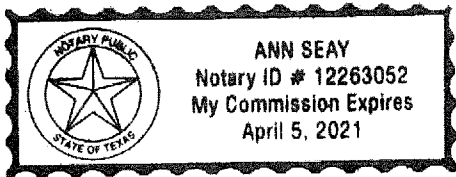


EXHIBIT A


Trademark	Registration Number (if applicable)	Registration Date (if applicable)
Airwave	2119698	December 9, 1997
Miscellaneous Design (Swirl Design for Audio Mixers) 	2123514	December 23, 1997
Netwave	3289001	September 4, 2007
PR&E	2231086	March 9, 1999
RMXDigital	3105099	June 13, 2006
Stereomixer	1541065	May 23, 1989

EXHIBIT B

Trademark	Registration Number (if applicable)	Registration Date (if applicable)
Envoy	N/A	N/A
Oasis	N/A	N/A
Pacific Research & Engineering	N/A Previously 3021813 [DEAD]	N/A Previously November 29, 2005
Quickline	N/A	N/A
Smoothline	N/A Previously 2765400 [DEAD]	N/A Previously September 16, 2003
Vista Vue	N/A	N/A
VistaMax	N/A	N/A
VMQuadra	N/A	N/A
VMReact	N/A	N/A
VMConnect	N/A	N/A