

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plantronics, Inc.		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Clarity Products LLC		
Street Address:	6131 Preservation Drive		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37416		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87308398	CLARITY CHAT	
Registration Number:	2954964	CLARITY	
Registration Number:	4206604	CLARITY PAL	
Registration Number:	3901169	CLARITYLOGIC	
Registration Number:	3772198	CLARITYLIFE	
Registration Number:	2993388	CLARITY PROFESSIONAL	
Registration Number:	1581278	CLARITY	
Serial Number:	87307716	CLARITY	
CORRESPONDENCE DATA			
Fax Number:	8655234478		
<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:	865-546-4305		
Email:	mbradford@luedeka.com		
Correspondent Name:	Michael J. Bradford		
Address Line 1:	P. O. Box 1871		
Address Line 4:	Knoxville, TENNESSEE 37901		
ATTORNEY DOCKET NUMBER:	72989.00		
NAME OF SUBMITTER:	Michael J. Bradford		

OP \$215.00 87308398

SIGNATURE:	/Michael J. Bradford/
DATE SIGNED:	07/17/2017
Total Attachments: 5 source=7298900-topto-20170630-TM_Agreement#page1.tif source=7298900-topto-20170630-TM_Agreement#page2.tif source=7298900-topto-20170630-TM_Agreement#page3.tif source=7298900-topto-20170630-TM_Agreement#page4.tif source=7298900-topto-20170630-TM_Agreement#page5.tif	

TRADEMARK AND DOMAIN NAME AGREEMENT

This agreement (the "Agreement") is by and between Plantronics, Inc., a Delaware corporation ("Seller") having offices at 345 Encinal St., Santa Cruz, CA 95060, and Clarity Products LLC, a Tennessee limited liability company ("Purchaser") having offices at 6131 Preservation Drive, Chattanooga, Tennessee 37416, and effective as of June 30, 2017 (the "Effective Date").

WHEREAS, Seller is the owner of certain trademarks identified in Exhibit A (the "Trademarks") and of certain domain names identified in Exhibit A (the "Domain Names" and together with the Trademarks, the "Transferred Marks");

WHEREAS, in accordance with that certain Asset Purchase Agreement, dated as of June 14, 2017 (the "APA"), between Seller and Purchaser, Seller desires to transfer all of Seller's rights, title and interest in and to the Trademarks and Domain Names to Purchaser;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. Seller hereby assigns, grants and transfers to Purchaser, all of Seller's right, title, and interest in and to the Trademarks, including all common law rights to the extent transferable by Seller, and any trademark registrations and applications, along with the goodwill symbolized by use of the Trademarks (the "Assignment").

2. Domain Names. As of Effective Date, Seller transfers to Purchaser Seller's entire right, title and interest to the Domain Names.

3. Warranty Disclaimer. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

4. Limitation of Liability. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, or delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, to the addresses included in the preamble to this Agreement, attention "CEO."

6. Modification and Waiver. The failure of Seller to enforce its rights or to require performance by the other Seller of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

7. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of

Delaware without regard to the conflicts of law provisions thereof. Any dispute arising out of or relating to this Agreement shall exclusively and finally be settled by binding arbitration in accordance with Section 14.6 of the APA which section is incorporated herein by reference.

8. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

9. Entire Agreement. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

10. Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

Each of Seller and Purchaser represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

PLANTRONICS, INC.

CLARITY PRODUCTS LLC

By: Mary Huser
Name: MARY HUSER
Title: SVP, GENERAL COUNSEL & CORPORATE SECRETARY
Date: JUNE 30 2017

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Trademarks

Trademark	Country	Application / Registration No.
CLARITY CHAT	USA	87308398
CLARITY	USA	2954964
ClarityLife	Canada	1803362
Clarity	European Tradem. & Design Office (EM)	014468953
Clarity	India	1264157
Clarity	Mexico	1264157
Clarity	World Intellectual Property Org. (WIPO)	1264157
Clarity	Egypt	1264157
Clarity	Philippines	1264157
Clarity	Russian Federation	1264157
Clarity	Turkey	1264157
Clarity	Japan	5801094
CLARITY PAL	USA	4206604
CLARITYLOGIC	European Tradem. & Design Office (EM)	8376535
CLARITYPULSE	European Tradem. & Design Office (EM)	8376675
CLARITYSENSE	European Tradem. & Design Office (EM)	8376791
CLARITYLOGIC	Canada	TMA803166
CLARITYLOGIC	USA	3901169
ClarityLife	USA	3772198
DCP Digital Clarity Power & Design	Canada	TMA729460
Clarity Professional	Taiwan	1309194
Clarity	Taiwan	01298830
Clarity Professional	Canada	TMA702379
clarity professional stylized	Canada	TMA702378
Clarity Professional	Australia	846540
Clarity Professional	Switzerland	846540
Clarity Professional	European Tradem. & Design Office (EM)	846540
Clarity Professional	Singapore	846540
Clarity Professional	World Intellectual Property Org. (WIPO)	846540
Clarity	Italy	1097006
Clarity	Germany	30450939
Clarity	United Kingdom	2372001
Clarity	Ireland	230390
Clarity	China	4236730
Clarity	Benelux Tradem. & Designs Office (BX)	0760360
Clarity	Australia	1016528
Clarity (Stylized and colors)	New Zealand	717097

Trademark	Country	Application / Registration No.
limited to black and green)		
Clarity	France	04 3 308 890
Clarity	Canada	TMA649327
Clarity Professional	USA	2993388
Clarity	USA	1581278
Clarity	Brazil	816163073
Clarity	USA	87307716
Walker	Unregistered – Common Law Rights Only	

<u>Domain Names</u>	
clarity.asia clarity.co clarity.co.it clarity.co.ro clarity.com.es clarity.com.tw clarity.eu clarity.jp clarity.pw clarity.tel clarityamplifiedphones.com clarityaudiology.biz clarityaudiology.com clarityaudiology.net clarityaudiology.us claritybrandproducts.com claritycellular.biz claritycellular.net claritycellular.org claritycellular.us claritychat.com clarityensembletelephone.com clarityforaudiologists.biz clarityforaudiologists.com clarityforaudiologists.net clarityhearables.com clarityhearinghealth.biz clarityhearinghealth.com clarityhearinghealth.net claritylife.biz claritylife.net claritylife.us claritylifemobile.biz claritylifemobile.com claritylifemobile.net claritylifemobile.org claritylifemobile.us claritylifephone.com	claritylifeservice.com claritylifeservices.com claritylogic.com claritymobile.biz claritymobile.net claritymobile.org claritymobile.us claritymobile-email.biz claritymobile-email.net claritymobile-email.org claritymobile-email.us claritypal.com claritypower.com clarityproducts.biz clarityproducts.co clarityproducts.co.it clarityproducts.com clarityproducts.com.es clarityproducts.com.fr clarityproducts.com.tw clarityproducts.es clarityproducts.eu clarityproducts.fr clarityproducts.it clarityproducts.net clarityspecialphones.com claritytelcom.com claritytv.biz claritytv.info claritytv.tv claritytvheadset.com claritytvlistener.com claritywireless.biz claritywireless.org claritywireless.us clarityphones.com digitalclaritypower.com handset.com