

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAD Audio, LLC		10/13/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Jam Industries USA, LLC		
Street Address:	310 West Newberry Road		
City:	Bloomfield		
State/Country:	CONNECTICUT		
Postal Code:	06002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2233989	ASTATIC	
Registration Number:	2238896	ASTATIC	
Registration Number:	3998722	CAD AUDIO	
Registration Number:	5107705	ACOUSTI-SHIELD	
Serial Number:	86803149	SESSIONS	
CORRESPONDENCE DATA			
Fax Number:	6462257137		
<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:	2127917200		
Email:	ceb@hartbaxley.com, jtm@hartbaxley.com		
Correspondent Name:	Joseph T. Murray		
Address Line 1:	90 John Street - Suite 403		
Address Line 4:	New York, NEW YORK 10038-3242		
NAME OF SUBMITTER:	Joseph T. Murray		
SIGNATURE:	/JosephTMurray/		
DATE SIGNED:	10/25/2017		
Total Attachments: 7			
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IP Assignment Agreement

This IP Assignment Agreement (this "Agreement") is entered into as of the 13th day of October, 2017, by and between **CAD Audio LLC**, having its offices at 6573 Cochran Rd. Bldg. I, Solon, Ohio 44139 ("**Assignor**") and **Jam Industries USA, LLC**, having its notice address at 310 West Newberry Road, Bloomfield, CT 06002 ("**Assignee**").

WHEREAS, Assignor is the owner of all right, title and interest in and to the **Assigned IP**, as defined in the Distribution Agreement executed by the parties on this same day as: all patents, trademarks, copyrights, designs, trade names, domain names, know-how and all other intellectual property, registered or unregistered, worldwide, owned or held by CAD Audio LLC or its predecessors in title (which may be referred to as either CAD, CAD Audio, FBC Investment Group, Omnitronics, or Astatic), including the patents listed in Schedule 1(a)(1)(A) and the trademarks listed in Schedule 1(a)(1)(B), as well as any and all intellectual property that may be created or developed by CAD Audio LLC during the course of the Distribution Agreement in connection with the Products as defined in the Distribution Agreement;

WHEREAS, Assignee wishes to acquire the Assigned IP and all right, title, and interest in and to the Assigned IP, and Assignor wishes to assign the Assigned IP and all right, title and interest in and to the Assigned IP to the Assignee;

NOW THEREFORE, for good and valuable consideration and the sum of One Dollar (USD \$1.00), the receipt and sufficiency of which is hereby acknowledged, the receipt and sufficiency of which is acknowledged by Assignor:

1. Assignor hereby assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the **Assigned IP**, together with the goodwill therewith, including all causes of action for and the right to sue in respect of all present and past infringements of the Assigned IP, and the right to all remedies including damages, an accounting of profits, or other proceeds in respect of such infringements.
2. Assignor further confirms that this Agreement includes an assignment of, and does hereby assign to Assignee, all right, title and interest in and to the patents listed in

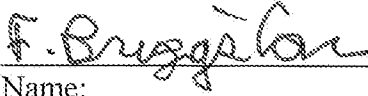
Schedule 1(a)(1)(A) and all trademarks listed in Schedule 1(a)(1)(B) attached hereto, in association with all of the goods and services in respect of which these marks may have been used, together with the goodwill therewith, including all causes of action for and the right to sue in respect of all present and past infringements of the patents and trademarks, and the right to all remedies in respect of such infringements.

3. The parties hereby appoint the firm of Bereskin & Parr LLP to attend to the recordal of the assignment against the Assigned IP in the applicable jurisdictions. All related costs shall be equally shared by the parties.
4. Assignor agrees to execute and deliver any document, and to take such actions, as may be reasonably requested by Assignee, its successors or assigns, to give effect to this Agreement and to vest, perfect, confirm, record or otherwise reflect or give effect to Assignee's rights as set forth herein, including but not limited to executing confirmatory assignments of future intellectual property as contemplated under the definition of Assigned IP and updating the records of the government IP office as may be required in order to record the present assignment in favor of Assignee.
5. The recitals form part of this agreement. The terms and provisions of this Agreement shall extend to, enure to the benefit of, and shall be binding upon the parties, their directors, and any successors, assigns, subsidiaries, affiliates, licensees, or related companies owned or otherwise controlled by the parties.
6. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of New York, without regard to conflicts of laws principles.
7. If a provision of this Agreement is prohibited or invalidated under applicable law, the remainder of the Agreement shall remain unaffected.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representatives as of the day and year first above written.

CAD Audio LLC

Jam Industries USA, LLC



Name:

Title:

Name: Martin Szpiro

Title: President

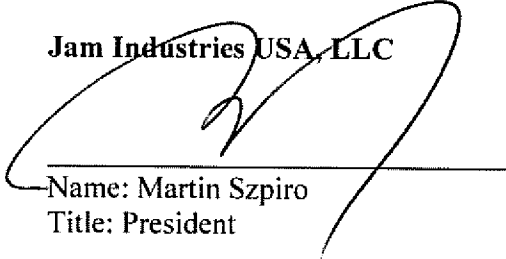
IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representatives as of the day and year first above written.

CAD Audio LLC

Name:

Title:

Jam Industries USA, LLC



Name: Martin Szpiro

Title: President




Schedule 1(a)(1)(A)


Assigned IP – Patents and Patent Applications

Patent No.	Country	Status	Description	Assignee/Owner of Record
8,483,412 B2	USA	Registered 09-JUL-2013	Variable Pattern Hanging Microphone with Remote Polar Control	CAD AUDIO, LLC
8,644,529 B2	USA	Registered 04-FEB-2014	Fully Differential Low-Noise Capacitor Microphone Circuit	CAD AUDIO, LLC
8,767,980 B2	USA	Registered 01-JUL-2014	Omnidirectional Button-Style Microphone	CAD AUDIO, LLC

Schedule 1(a)(1)(B)

Assigned IP - Trademarks and Trademark Applications of CAD

Trademark	Country	Status	Goods and Services	Owner of Record
ASTATIC	USA	Renewed (Registered) App 75421125 App 21-JAN-1998 Reg 2233989 Reg 23-MAR-1999	INT. CL. 9 MICROPHONES AND MICROPHONE ACCESSORIES; NAMELY, STANDS, CORDS AND WIND SCREENS	CAD AUDIO, LLC
	USA	Renewed (Registered) App 75454966 App 23-MAR-1998 Reg 2238896 Reg 13-APR-1999	INT. CL. 9 MICROPHONES AND MICROPHONE ACCESSORIES; NAMELY, STANDS, CORDS AND WIND SCREENS	CAD AUDIO, LLC
	USA	Renewed (Registered) App 75421126 App 21-JAN-1998 Reg 2238631 Reg 13-APR-1999	INT. CL. 9 MICROPHONES AND MICROPHONE ACCESSORIES; NAMELY, STANDS, CORDS AND WIND SCREENS	FBC INVESTMENT GROUP, LLC DBA OMNITRONICS, LLC (being a previous name for CAD AUDIO, LLC)
EQUITEK	USA	Renewed (Registered) App 75421145 App 21-JAN-1998 Reg 2247472 Reg 25-MAY-1999	INT. CL. 9 MICROPHONES AND MICROPHONE ACCESSORIES; NAMELY, STANDS, CORDS AND WIND SCREENS	FBC INVESTMENT GROUP, LLC DBA OMNITRONICS, LLC (being a previous name for CAD AUDIO, LLC)
	USA	Registered App 77792487 App 29-JUL-2009 Reg 3998722 Reg 19-JUL-2011	INT. CL. 9 MICROPHONES; MICROPHONE ACCESSORIES, NAMELY, STANDS, MOUNTS, CABLES, CORDS, WINDSCREENS, AND FILTERS; HEADPHONES	CAD AUDIO, LLC
	European Union	Registered App 8464117 App 31-JUL-2009 Reg 8464117 Reg 24-MAY-2010	INT. CL. 9 MICROPHONES; MICROPHONE ACCESSORIES, NAMELY, STANDS, MOUNTS, CABLES, CORDS, WINDSCREENS, AND FILTERS; HEADPHONES;	FBC Investment Group (being a previous name for CAD AUDIO, LLC)

Trademark	Country	Status	Goods and Services	Owner of Record
			SPEAKERS; AUDIO SPEAKERS; AUDIO SPEAKER ENCLOSURES; LOUD SPEAKERS; AUDIO MIXERS; DIGITAL VISION MIXERS; MICROPHONE MIXERS; SOUND MIXERS; VIDEO MIXERS; AMPLIFIERS; AUDIO AMPLIFIERS; DIGITAL AMPLIFIERS; DISTRIBUTION AMPLIFIERS; SOUND AMPLIFIERS; SIGNAL PROCESSING EQUIPMENT; DIGITAL SIGNAL PROCESSING EQUIPMENT; PARTS AND FITTINGS FOR ALL OF THE AFORESAID GOODS.	
Acousti-shield	USA	Registered App 86808104 App 03-NOV-2015 Reg 5107705 Reg 27-DEC-2016	INT. CL. 9 ACOUSTIC SEPARATION UNITS, NAMELY, STAND-MOUNTED ACOUSTIC ENCLOSURES FOR MUSICAL SOUND RECORDING	CAD AUDIO, LLC
Sessions	USA	Pending App 86803149 App 29-OCT-2015	INT. CL. 9 HEADPHONES	CAD AUDIO, LLC
CAD PROFESSIONAL MICROPHONES	Brazil	Registration No. 829431780	MICROPHONES; MICROPHONE ACCESSORIES, NAMELY, STANDS, MOUNTS, CABLES, CORDS, WINDSCREENS AND FILTERS; HEADPHONES; AND ALL OTHER GOODS IN THE CLASS.	FBC INVESTMENT GROUP, LLC DBA OMNITRONICS, LLC (being a previous name for CAD AUDIO, LLC)