

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM452740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARTISON LLC		08/03/2017	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	SAVANT SYSTEMS, LLC		
Street Address:	45 Perseverance Way		
City:	Hyannis		
State/Country:	MASSACHUSETTS		
Postal Code:	02601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87255915	THE MOUSE THAT ROARS	
Registration Number:	4066725	MUSICLITES	
Registration Number:	3432688	DUALMONO	
Registration Number:	3863711	ARTISON	
Registration Number:	4060414	MUSICLITES	
Registration Number:	4198781	TOTAL INVOLVEMENT EXPERIENCE	
Registration Number:	3202769	CHRISTIE DESIGNS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	MPEARSON@C-M.COM		
Correspondent Name:	CESARI AND MCKENNA, LLP		
Address Line 1:	88 BLACK FALCON AVE, SUITE 271		
Address Line 4:	BOSTON, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	/Duane H. Dreger/		
SIGNATURE:	/Duane H. Dreger/		
DATE SIGNED:	11/30/2017		

OP \$190.00 87255915

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Agreement**"), effective as of August 3, 2017 (the "**Effective Date**"), is by and between Artison LLC, a Nevada limited liability company ("**Seller**"), and Savant Systems, LLC, a Delaware limited liability company ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement of even date by and among Buyer, Seller and Cary L. Christie (the "**Purchase Agreement**"). All capitalized terms used but not otherwise defined herein shall have the meaning given to each such term in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Purchased Assets and to enter into certain other arrangements;

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, all of Seller's respective right, title and interest in and to all Intellectual Property Assets included in the Purchased Assets, and has agreed to execute and deliver this Agreement; and

WHEREAS, the parties acknowledge that this Agreement may be recorded with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

1.1 Assignment. Seller hereby assigns, sells, conveys, delivers and transfers to Buyer all of Seller's respective right, title and interest in and to any and all Intellectual Property Assets included in the Purchased Assets including, but not limited to, the Intellectual Property Registrations set forth on Schedule A, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby, and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Buyer's own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of Buyer's successors and assigns (collectively, the "**Assigned IP**").

1.2 Further Assurances. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other federal, state and local governmental officials to record and register this IP Assignment upon request by Buyer.

1.3 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and

indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

2. MISCELLANEOUS.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

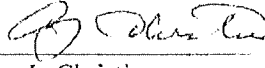
2.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors and personal representatives.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS IN EACH CASE LOCATED IN THE CITY OF BOSTON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH IN THE PURCHASE AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

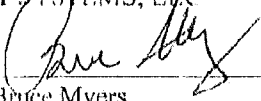
2.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

ARTISON LLC

By: 
Name: Cary L. Christie
Title: Manager


SAVANT SYSTEMS, LLC

By: 
Name: Bruce Myers
Title: EVP of Growth Initiatives

Schedule A

Intellectual Property Registrations

1. U.S. Trademarks

Mark	Serial Number	Registration Number
THE MOUSE THAT ROARS	87255915	
BACKPACK	86781227	4964459
MUSICLITES	85300900	4066725
DUALMONO	78591875	3432688
ARTISON	77955613	3863711
MUSICLITES	77695460	4060414
TOTAL INVOLVEMENT EXPERIENCE	77615963	4198781
CHRISTIE DESIGNS	78593766	3202769
		

2. U.S. Patents

Patent Title	Application Number	Patent Number
Dual Mono Center Channel	10/371,045	6,918,461
Compact, High Powered, Audio/Video Receiver	62/410,306	