

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM453157

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AliphCom (assignment for the benefit of creditors), LLC		08/21/2017	CALIFORNIA <i>LLC</i>
RECEIVING PARTY DATA			
Name:	JAWB Acquisition LLC		
Street Address:	601 W. 26th St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001 <i>LLC</i>		
Entity Type:	NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4000280	JAWBONE	
Registration Number:	4195569	JAWBONE	
Registration Number:	4358320	JAWBONE	
Registration Number:	4426801	JAWBONE	
CORRESPONDENCE DATA			
Fax Number:	7737965634		
<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:	7737965634		
Email:	tmonagan@norvellip.com, officeactions@norvellip.com		
Correspondent Name:	Tom Monagan		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	13678-003		
NAME OF SUBMITTER:	Tom Monagan		
SIGNATURE:	/Tom Monagan/		
DATE SIGNED:	12/04/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of August 21, 2017 (the "Effective Date"), by and between:

(A) AliphCom (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of AliphCom dba Jawbone ("Assignor"); and

(B) JAWB Acquisition LLC ("Assignee").

Assignor and Assignee shall be jointly referred to as the "Parties" and each shall be referred to individually as a "Party".

WHEREAS, Assignor holds certain right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Assigned Marks");

WHEREAS, Assignor and Assignee are parties to that certain Technology Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee all of Assignor's right, title and other interests in and to certain of the assets of Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to the consummation of the transaction made pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Assigned Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business associated therewith, the same to be held and enjoyed by Assignee, or its successors or permitted assigns, including, without limitation, rights to sue or otherwise claim for past, present or future infringement or unauthorized use or disclosure thereof.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Marks.

3. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, to record Assignee as the owner of any and all rights in the Assigned Marks.

4. As further set forth in the Purchase Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to the conflict of laws rules thereof.

6. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Trademark Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

AliphCom (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of AliphCom dba Jawbone

By: _____

Name: _____

Title: _____

ASSIGNEE:

JAWB Acquisition LLC

By:  _____

Name: Daniel Setton _____

Title: Manager _____

EXHIBIT A

These are the “Purchased Trademarks” in the United States listed in Exhibit C of the Purchase Agreement:

Trademark	Territory	Appl. No.	Reg. No.
BE FIERCE. DETAILS SELECT	U.S. Federal	85146224	4069536
BIG JAMBOX	U.S. Federal	85409518	4215279
ERA	U.S. Federal	85957143	5000887
JAMBOX	U.S. Federal	85128357	4147311
JAWBONE ERA	U.S. Federal	85976837	4200122
JAWBONE ICON	U.S. Federal	85364225	4230932
JAWBONE THOUGHTS	U.S. Federal	85042005	4289408
LIVEAUDIO	U.S. Federal	85398452	4155987
MINI JAMBOX	U.S. Federal	85956962	4606646
MYTALK	U.S. Federal	85455514	4263355
NOISEASSASSIN	U.S. Federal	77977808	3694140
SMARTSPEAKER	U.S. Federal	85691877	4255603
SMARTSPEAKER	U.S. Federal	85691881	4255604
THE NERD	U.S. Federal	85154145	4176348
THE SMARTSPEAKER	U.S. Federal	85691858	4255602
(Design only)	U.S. Federal	85703599	4531629
(Design only)	U.S. Federal	85695152	4852863
(Design only)	U.S. Federal	85695159	4805598
(Design only)	U.S. Federal	85695168	4906326
(Design only)	U.S. Federal	85695176	4753452
(Design only)	U.S. Federal	85695182	4749776
(Design only)	U.S. Federal	85695191	4749777
(Design only)	U.S. Federal	77912073	3936394
(Design only)	U.S. Federal	85669268	4578274
JAWBONE	U.S. Federal	78340835	3046856

(i) The following trademarks, but each only to the extent of the Goods and Services set forth below.

Mark	Country	Orig. Reg. No.	Class(es)	Goods & Services as to which Registration is Partially Assigned
JAWBONE	U.S.	4426801 <i>(new reg. no. to be issued for assigned and divided G&S)</i>	IC 009. US 021 023 026 036 038.	Portable and handheld digital electronic devices for recording, organizing, transmitting, manipulating, reviewing, and receiving audio files; personal electronic devices for recording, organizing, transmitting, manipulating, reviewing, and receiving audio files; computer software used for recording, organizing, transmitting, receiving, and reviewing audio files; ear phones; headsets for use with cellular phones, mobile phones, telephones or computers; wireless communication devices for voice transmission; operating system program for headsets; Audio speakers; MP3 players.
JAWBONE	U.S.	4195569 <i>(new reg. no. to be issued for assigned and divided G&S)</i>	IC 009. US 021 023 026 036 038. IC 035. US 100 101 102.	Ear phones; headsets for use with cellular phones, mobile phones, telephones or computers; audio speakers; wireless communication devices for voice transmission; portable and handheld digital electronic devices for recording, organizing, transmitting, manipulating, reviewing, and receiving audio files; operating system program for headsets; personal electronic devices for recording, organizing, transmitting, manipulating, reviewing, and receiving audio files; carrying cases for telephone accessories; downloadable computer software for recording, organizing, transmitting, receiving, manipulating, reviewing and transcribing audio content for use with communications equipment, devices and accessories. Retail store services for telecommunication products.
JAWBONE	U.S.	4000280 <i>(new reg. no. to be issued for assigned and divided G&S)</i>		

			IC 035. US 100 101 102.	Retail store services for telecommunications products.
JAWBONE	U.S.	4358320 <i>(new reg. no. to be issued for assigned and divided G&S)</i>	IC 009. US 021 023 026 036 038.	earbuds; stereo headsets for mobile phones and cellular phones; carrying cases for telephone accessories, earstems; earloops, headsets for use with computers; computer operating software for telephone wireless headsets; Communication devices, namely, ear phones, wireless cellular phone headsets, transmitters of electronic signals, telecommunications transmitters, transmitters for audio and video signals for transmission over telecommunications networks, namely, cable, twisted pair cables, and wireless networks, telephone receivers, audio receivers, video receivers; audio speakers and parts thereof for use with cellular and telephone communication systems; wearable audio display, namely, ear phones and wireless cellular phone headsets containing an audio display.
			IC 014. US 002 027 028 050.	Earclips.