

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453386

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.		11/27/2017	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: 7			
Property Type	Number	Word Mark	
Registration Number:	1902452	ALERTMASTER	
Registration Number:	4471759	ALTO	
Serial Number:	87307708	CHAT	
Registration Number:	3335179	DCP	
Registration Number:	2443350	JV-35	
Registration Number:	2510430	NOISESENSOR	
Registration Number:	4601874	SEMPRE	
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		
SIGNATURE:	/Michael J. Bradford/		

OP \$190.00 1902452

DATE SIGNED:	12/06/2017
Total Attachments: 3 source=7298900-topto-20171206-TM_Agreement_Assignment#page1.tif source=7298900-topto-20171206-TM_Agreement_Assignment#page2.tif source=7298900-topto-20171206-TM_Agreement_Assignment#page3.tif	

TRADEMARK 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 November 27, 2017 (the "Effective Date").

WHEREAS, Seller is the owner of certain trademarks identified in Exhibit A (the "Trademarks");

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 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. 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.

3. 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.

4. 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."

5. 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.

6. 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.

7. 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.

8. 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.

9. 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

By: _____

Name: Mary Huser

Title: SVP, General Counsel & Corporate Secretary

Date:

CLARITY PRODUCTS LLC

By: _____

Name: BRIAN MATHEW

Title: GRAPHIC DESIGNER

Date: 12/4/17

Exhibit A

Trademarks

Trademark	Country	Registration No.
ALERTMASTER	USA	1902452
ALERTMASTER	Canada	TMA 806376
ALTO	USA	4471759
CHAT	USA	87307708 (Application No.)
DCP	USA	3335179
JV-35	USA	2443350
NOISECENSOR	USA	2510430
SEMPRE	USA	4601874