

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454196

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boeckeler Instruments, Inc.		12/31/2014	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	Pointmaker Industries, LLC
Street Address:	4650 S. Butterfield Drive
City:	Tucson
State/Country:	ARIZONA
Postal Code:	85714
Entity Type:	Limited Liability Company: ARIZONA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1981638	A LITTLE "ZAP"
Registration Number:	4626598	POINTMAKER

CORRESPONDENCE DATA

Fax Number: 5207905736

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.

Phone: 5207905433

Email: aduty@fmlaw.law

Correspondent Name: Farhang & Medcoff, PLLC

Address Line 1: 4801 E. Broadway Blvd., Ste. 311

Address Line 4: Tucson, ARIZONA 85711

NAME OF SUBMITTER:	Warren JP Brey
SIGNATURE:	/Warren JP Brey/
DATE SIGNED:	12/12/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

by and between

BOECKELER INSTRUMENTS, INC.

and

POINTMAKER INDUSTRIES, LLC

dated as of

December 31, 2014

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), dated as of December 31, 2014, is entered into by and between **BOECKELER INSTRUMENTS, INC.**, an Arizona corporation ("Boeckeler") and **POINTMAKER INDUSTRIES, LLC**, an Arizona corporation ("Pointmaker"). Capitalized terms used herein and not otherwise defined shall have the the meaning assigned to them in the Separation Agreement (as defined herein).

RECITALS

WHEREAS, Pointmaker and Boeckeler have entered into that certain Separation and Distribution Agreement, dated as of December 31, 2014 (the "Separation Agreement"), pursuant to which Boeckeler has agreed to assign to Pointmaker, and Pointmaker has agreed to assume from Boeckeler, the Pointmaker Assets and Pointmaker Liabilities (as such terms are defined in the Separation Agreement), all as more fully described therein (the "Separation");

WHEREAS, pursuant to the Separation Agreement, Boeckeler will distribute to holders of shares of Boeckeler Common Stock all of the outstanding member interests of Pointmaker owned directly or indirectly by Boeckeler (the "Distribution");

WHEREAS, the Separation and the Distribution together constitute the "Spin-Off";

WHEREAS, in connection with the Spin-Off, Boeckeler has agreed to convey, transfer and assign to Pointmaker, certain intellectual property of Boeckeler, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein and in any other document executed in connection with this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE 1 ASSIGNMENT

1.1 Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Boeckeler hereby irrevocably conveys, transfers and assigns to Pointmaker, and Pointmaker hereby accepts, all of Boeckeler's right, title and interest in and to the following (the "Assigned IP"):

(a) all of Boeckeler's right, title and interest in and to the trademark registrations set forth in Schedule I hereto, together with the goodwill connected with the use thereof and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) all of Boeckeler's right, title and interest in and to the protected trade secrets contained in the items described on Schedule 2 (the "Trade Secrets");

(c) all of Boeckeler's right, title and interest in and to the copyright registrations set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Boeckeler accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

1.2 Recordation and Further Actions. Boeckeler authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Pointmaker. Boeckeler further authorizes the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Pointmaker. Boeckeler shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Pointmaker, or any Pointmaker or successor thereto.

ARTICLE 2 MISCELLANEOUS

2.1 Counterparts; Entire Agreement. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. This Agreement, together with the Separation Agreement and other Ancillary Agreements, and the exhibits, schedules and appendices hereto and thereto contain the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the parties other than those set forth or referred to herein or therein.

2.2 Governing Law. This Agreement, except as expressly provided herein, shall be governed by and construed and interpreted in accordance with the laws of the State of Arizona, irrespective of the choice of laws principles of the State of Arizona as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

2.3 Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other parties hereto. No assignment shall relieve the assigning party of any of its obligations hereunder.

2.4 Third Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any Person except the parties any rights or remedies hereunder. There are no third party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

2.5 Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Boeckeler, to: Boeckeler Instruments, Inc.
4650 South Butterfield Drive
Tucson, AZ 85714
Attn: President

If to Pointmaker, to: Pointmaker Industries, LLC
4650 South Butterfield Drive
Tucson, AZ 85714
Attn: Manager

In either case, with
courtesy copy to: Farhang & Medcoff, PLLC
4801 East Broadway Blvd., Ste. 145
Tucson, AZ 85711
Attn: Elizabeth Parsons, Esq.

Either party may, by notice to the other party, change the address to which such notices are to be given.

2.6 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

2.7 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

2.8 Survival of Covenants. The covenants, representations and warranties contained in this Agreement, and liability for the breach of any obligations contained herein, shall survive each of the Separation and the Distribution.

2.9 Waivers of Default. Waiver by any party of any default by the other party of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default, nor shall it prejudice the rights of the other party.

2.10 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

2.11 Amendments. This Agreement may be amended only by the written agreement of Boeckeler and Pointmaker. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, supplement or modification.

2.12 Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the schedules, exhibits and appendices hereto and thereto) and not to any particular provision of this Agreement. Article, Section, Exhibit, Schedule and Appendix references are to the Articles, Sections, Exhibits, Schedules and Appendices to this Agreement unless otherwise specified. The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive.

2.13 Confidentiality. Each of Boeckeler and Pointmaker shall hold in strict confidence all information concerning the other party obtained by it prior to December 31, 2014, or furnished to it by such other party pursuant to this Agreement pursuant to and in accordance with the terms of Section 6.1 of the Separation Agreement.

2.14 Dispute Resolution. Resolution of any and all disputes between the parties arising under this Agreement shall be resolved in accordance with the procedure set forth in Article 9 of the Separation Agreement.

2.15 Legal Counsel. Boeckeler has utilized the services of Farhang & Medcoff, PLLC as legal counsel to Boeckeler and Pointmaker in connection with the Spin-Off, the preparation of this Agreement and the other Pointmaker Agreements and the transactions contemplated hereby and thereby. Farhang & Medcoff, PLLC has not been engaged to protect or represent the independent interests of either Boeckeler or Pointmaker with respect to the preparation of this Agreement, any other Agreement or the transactions contemplated hereby or thereby. Boeckeler and Pointmaker have carefully considered the foregoing and hereby approve the representation by Farhang & Medcoff, PLLC of Boeckeler and Pointmaker; and agree that such legal fees shall be borne by Boeckeler.

Further, Boeckeler and Pointmaker each acknowledges that: (a) actual or potential conflicts of interest exist between Boeckeler and Pointmaker, that their interests will not be represented by independent legal counsel unless Boeckeler and Pointmaker engages separate counsel on its own behalf, and that they have been afforded the opportunity to engage and seek the advice of its own legal counsel before entering into this Agreement; and (b) in the event of any disputes between Pointmaker and Boeckeler, Farhang & Medcoff, PLLC will not represent Boeckeler or Pointmaker.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Boeckeler has caused this Intellectual Property Assignment Agreement to be effective as of the date first set forth above.

BOECKELER INSTRUMENTS, INC.,
an Arizona corporation

By: Warren JP Brey
Warren JP Brey, President/Director

By: Wanda L. Brey
Wanda L. Brey, Vice-President/Director

AGREED TO AND ACCEPTED:

POINTMAKER INDUSTRIES, LLC,
an Arizona limited liability company

By: Warren JP Brey
Warren JP Brey, Manager

By: Wanda L. Brey
Wanda L. Brey, Manager

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS

U.S. Service Mark Registration No. 1,721,584
For the mark "VIA-" in class 9, registered October 6, 1992
Serial No. 74-212,166, Filed October 15, 1991

U.S. Service Mark Registration No. 1,981,638
For the mark "a little Zap" Lizard Logo in class 9, registered June 18, 1996
Serial No. 74-563,387, Filed August 12, 1994

U.S. Service Mark Registration No. 4,626,598
For the mark "Pointmaker" with Circle Logo in class 9, registered October 28, 2014
Serial No. 76-715,956, Filed March 5, 2014

SCHEDULE 2
ASSIGNED TRADE SECRETS

1. Assembly Instructions. A proprietary step-by-step set of instructions for assembling certain equipment used in the Pointmaker business. The Assembly Instructions are a confidential, protected trade secret with limited authorized distribution.

SCHEDULE 3
ASSIGNED COPYRIGHTS

1. "Pointmaker Video Illustrator" also known as "Video Marker" that permits annotation on background videos from a variety of sources, including:
 - CPN-4800
 - CPN-5800
 - CPN-5000
 - CPN-5600
 - CPN-6000
 - PVI-4600
 - PVI-65
 - PVI-S70
 - PCApp

2. "VIA-" which allows for marking and measuring distance for use with a video camera and monitor, including:
 - VIA-150
 - VIA-170
 - VIA-30
 - VIA-110 (Material hardness measurement)
 - JV-2000
 - JV-6000
 - JV-1000
 - VIA-S200
 - VIA-20
 - VIA-10

3. "Synch," which is a USB pass-through device that handles calibration adjustments for various video layouts for Cisco/Avizia codecs

4. "WIL-001," which is a video switcher custom for Cisco/Avizia

5. Certain Discontinued VIA- annotation products, including:
 - PVI-83
 - PVI-44
 - PVI-46
 - PVI-64
 - PVI-X90