

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465490

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pointmaker Industries, LLC		12/15/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Williams Sound, LLC		
<b>Street Address:</b>	1209 Orange Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1981638	A LITTLE "ZAP"	
<b>Registration Number:</b>	4626598	POINTMAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159814750		
<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>			
<b>Phone:</b>	2159814720		
<b>Email:</b>	maddoxd@pepperlaw.com		
<b>Correspondent Name:</b>	James M. Hipolit Pepper Hamilton LLP		
<b>Address Line 1:</b>	899 Cassatt Road		
<b>Address Line 2:</b>	400 Berwyn Park		
<b>Address Line 4:</b>	Berwyn, PENNSYLVANIA 19312		
<b>ATTORNEY DOCKET NUMBER:</b>	145938.2		
<b>NAME OF SUBMITTER:</b>	James M. Hipolit		
<b>SIGNATURE:</b>	/James M. Hipolit/		
<b>DATE SIGNED:</b>	03/13/2018		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), is hereby entered into as of the 15th day of December, 2017 (the “**Effective Date**”), by and between Pointmaker Industries, LLC (“**Seller**”) and Williams Sound, LLC (“**Buyer**”), in connection with that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Seller, Buyer, Williams Sound Holdings II, LLC, Warren JP Brey and Wanda Brey, pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase from Seller, the Acquired Assets pursuant to the terms of the Purchase Agreement, and Buyer has agreed to assume and to pay, perform and discharge when due the Assumed Liabilities, pursuant to the terms of the Purchase Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

### RECITALS

WHEREAS, in connection with the Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark 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 is hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) all of Seller’s right, title, and interest in and to the trademark registrations set forth on Schedule 1 hereto, together with the goodwill associated therewith and associated with the use thereof and symbolized thereby and all issuances, extensions, and renewals thereof (the “**Trademarks**”);

(b) all of Seller’s right, title, and interest in and to the trade secrets contained in the items described on Schedule 2 (the “**Trade Secrets**”);

(c) all of Seller’s right, title, and interest in and to the unregistered copyrights set forth on Schedule 3 hereto (the “**Copyrights**”);

(d) all of Seller's right, title, and interest in and to the domain names set forth on Schedule 4 hereto and all registrations and renewals thereof (the "**Domain Names**");

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

(f) 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

(g) 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. Seller 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 Agreement upon request by Buyer. Seller 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 Buyer, or any Buyer or successor thereto.

## **ARTICLE 2 MISCELLANEOUS**

2.1 Relationship to Purchase Agreement. Nothing in this Agreement shall be deemed to (a) expand or limit the definition of the Acquired Assets, as set forth in the Purchase Agreement, (b) expand or limit the definition of the Excluded Assets, as set forth in the Purchase Agreement, or (c) impair or diminish any rights or obligations of any Party contemplated by the Purchase Agreement. In the event of a conflict or inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

2.2 Further Assurances. Each Party agrees that it will, at any time and from time to time after the delivery hereof, upon the reasonable request of any other Party and without additional consideration, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such further agreements, instruments and documents, and take or cause to be taken all such further actions, as may be reasonably required to effect the assignment set forth herein, including with respect to the Assigned IP.

2.3 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, and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

2.4 Amendments. This Agreement may not be changed, amended, modified, discharged or terminated in any manner other than by an agreement in writing signed by Buyer and Seller.

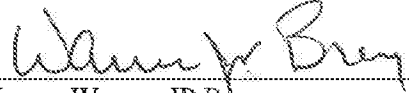
2.5 Additional Provisions. The provisions of Sections 7.2, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9 and 7.11 of the Purchase Agreement shall apply to this Agreement *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on the date first above written.

POINTMAKER INDUSTRIES, LLC,  
an Arizona limited liability company

By:



Name: Warren JP Bray

Title: Manager

*[Signature page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 006290 FRAME: 0813**

WILLIAMS SOUND, LLC

By:   
Name: Richard Lough  
Title: Chief Operating Officer

*[Signature page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 006290 FRAME: 0814**

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS**

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

Redacted

**SCHEDULE 3**

Redacted

Redacted

SCHEDULE 3

Redacted