

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forest Electronics Ltd.		01/31/2018	Limited Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Radial Engineering Ltd.		
Street Address:	1588 Kebet Way		
City:	Port Coquitlam, British Columbia		
State/Country:	UNITED STATES		
Postal Code:	V3C 5M5		
Entity Type:	Limited Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2999836	TONEBONE	
CORRESPONDENCE DATA			
Fax Number:	2067492006		
<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:	2064478925		
Email:	nancy.stephens@foster.com		
Correspondent Name:	Nancy V. Stephens		
Address Line 1:	1111 3rd Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	999-800 TONEBONE		
DOMESTIC REPRESENTATIVE			
Name:	Nancy V. Stephens		
Address Line 1:	1111 3RD AVE		
Address Line 2:	Suite 3000		
Address Line 4:	SEATTLE, WASHINGTON 98101		
NAME OF SUBMITTER:	NANCY V. STEPHENS		
SIGNATURE:	/Nancy V. Stephens/		

CH \$40.00 2999836

DATE SIGNED:	05/11/2018
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of January 31, 2018, between Forest Electronics Ltd., a company incorporated under the laws of British Columbia (the “Assignor”), and Radial Engineering Ltd., a company incorporated under the laws of Canada (“Assignee”). Assignor and Assignee may also be referred to herein as the “Parties” and each individually as a “Party.”

WHEREAS, Assignor is the owner of the trademark registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the foregoing (such rights collectively referred to herein as the “Trademarks”);

WHEREAS, Assignor desires to sell, assign and transfer to Assignee, and Assignee desires to purchase from Assignor, the Trademarks, upon and subject to the terms of this Assignment;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks, including without limitation the goodwill of the business connected with the use thereof and which is symbolized thereby, together with (a) all registrations, applications, renewals and extensions thereof, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringement, violation, or dilution thereof, (c) all rights to sue for past, present, and future infringement, violation, or dilution of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (d) all rights corresponding to any of the foregoing throughout the world, and (e) the right to assign the rights conveyed herein, in the case of all of the foregoing, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. Representations and Warranties. Assignor hereby represents and warrants that Assignor is now rightfully possessed of and entitled to, and now has good right, title and authority to sell, assign, transfer and set unto Assignee the Trademarks and goodwill hereinbefore described and that Assignor is registered as owner of the Trademarks.

3. Records. Assignor hereby requests each of the United States Patent and Trademark Office, the Canadian Intellectual Property Office, the European Union Intellectual Property Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

4. Entire Agreement; Amendment. This Assignment and the other documents and agreements contemplated hereby represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings among the parties with respect to the subject matter hereof. This Assignment can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Assignment signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Assignment shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Assignment shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

5. Governing law. This Assignment shall be governed by and construed in accordance with the laws of the province of British Columbia applicable to contracts made and performed in such province (without regard to any principles of conflicts of law that would have the effect of giving effect to the laws of another jurisdiction).

6. Headings. The insertion of headings in this Assignment are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Assignment.

7. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of this Assignment is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that this Assignment is consummated as originally contemplated by the Parties, to the greatest extent possible.

8. Further Assurances. From and after the date hereof and subject to applicable law, each of Assignor and Assignee shall, and shall cause their respective affiliates to, cooperate and use their respective commercially reasonable efforts to take all actions necessary, appropriate or advisable under applicable laws and regulations or otherwise to execute and deliver such further instruments, and take such other actions, as may be reasonably necessary to consummate this Assignment and carry out the purposes of this Assignment.

9. Counterparts. This Assignment may be executed in one or more counterparts and delivered as originals, scanned PDF copies, or digital photographs, by facsimile, email or other electronic means, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

signature page follows

IN WITNESS WHEREOF, the Parties have executed this Assignment and caused the same to be duly delivered on their behalf on the date first written above.

ASSIGNOR:

FOREST ELECTRONICS LTD.

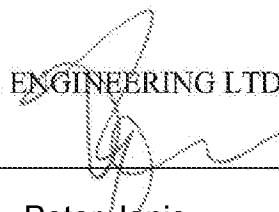
By:  _____

Name: Peter Janis

Title: Director

ASSIGNEE:

RADIAL ENGINEERING LTD.

By:  _____

Name: Peter Janis

Title: Director

Schedule A
Trademarks

Registered Trademarks

	Country	TM / AN / RN / Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
1.	US	TONEBONE RN: 2999836 SN: 76573103	Renewed September 27, 2015 Int'l Class: 09 First Use: October 25, 1999 Filed: January 30, 2004 Application Published: July 5, 2005 Registered: September 27, 2005 Last Renewal: September 27, 2015 Next Renewal due September 27, 2025	(Int'l Class: 09) electronic effect pedals for use with sound amplifiers and musical instruments; electronic sound effectors for musical instruments; electronic sound simulators for musical instruments	Forest Electronics LTD (CANADA CORP.) 1588 Kebet Way Port Coquitlam, BC, V3C5M5 Canada
2.	Canada	TONEBONE RN: TMA618132 AN: 1183465	Canada Registered Last Status Received: Registered August 31, 2004 Filed: July 17, 2003 Application Published: March 31, 2004 Registered: August 31, 2004 Expiration Date: August 31, 2019	(Translation) (Int'l Class: 9, 15) Products: (1) Electronic musical instruments and parts and fittings therefor Namely organs, pianos, sound amplifiers, speakers, headphones, adapters, pedals, electronic sound simulators and sound effectors (qui Produce sound effects) (Int'l Class: 09) Electrical and scientific apparatus (Int'l Class: 15) Musical instruments	FOREST ELECTRONICS LTD. 1588, Kebet Way Port Coquitlam, V3C5M5, Canada
3.	European Union (EUTM)	TONEBONE RN: 004998019 AN: 004998019	European Union Registered Last Status Received: Registered September 15, 2008 Filed: April 4, 2006 Registered: April 10, 2007 Expiration Date: April 4, 2026	(Int'l Class: 09) Apparatus for recording, transmission, reproduction, regulation, modulation, control, mixing, amplification of sound. (Int'l Class: 15) Musical instruments.	Forest Electronics Limited 1588 Kebet Way, V3C5M5, Port Coquitlam, British Columbia, Canada