

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN BARE CONDUCTOR, INC.		05/14/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	VIKABLE MANUFACTURING LLC		
Street Address:	1065 Nine Acres Lane		
City:	Mamaroneck		
State/Country:	NEW YORK		
Postal Code:	10543-4706		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1546126	ABC	
Registration Number:	3686995	ABC ABCI BUILDING WIRE	
Registration Number:	3686996	ABC AMERICAN BARE CONDUCTOR	
Registration Number:	3900136	ABC ABCI WIRE	
Registration Number:	4732354	E EZ-WIRE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	DUSAN CLARK, ESQ.		
Address Line 1:	SIDLEY AUSTIN LLP		
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	93248-30020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	05/15/2018		

CH \$140.00 1546126

Total Attachments: 10

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**TRADEMARK, COPYRIGHTS AND DOMAIN NAME ASSIGNMENT
AGREEMENT**

This **TRADEMARK, COPYRIGHTS AND DOMAIN NAME ASSIGNMENT AGREEMENT** (the "Agreement") is made and entered into as of May 14, 2018, by and between AMERICAN BARE CONDUCTOR, Inc., an Illinois corporation (the "Seller") and VIAKABLE MANUFACTURING LLC, a Delaware limited liability company (the "Buyer"). The Seller and the Buyer are collectively referred to as the "Parties". Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in that certain Asset Purchase Agreement by and among the Seller, the Buyer and the other parties named therein, dated as of May 14, 2018 (as may be amended, modified, restated and/or supplemented from time to time, the "Purchase Agreement").

RECITALS

A. WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to sell, assign, transfer, convey and deliver to the Buyer, and the Buyer has agreed to purchase, all of the properties, rights, interests and other tangible and intangible assets of the Seller owned, licensed, used or held for use by the Seller in connection with, relating to or necessary for the operation of the Business, including all of the Seller's right, title and interest in and to:

(a) the registered and unregistered trademarks, tradenames and logos and trademark applications listed on Annex A (collectively, the "Assigned Trademarks");

(b) the unregistered copyrights and copyright applications listed on Annex B (collectively, the "Assigned Copyrights"); and

(c) the domain names listed on Annex C (collectively, the "Domain Names").

B. WHEREAS, the Seller and the Buyer desire to enter into this Agreement in order to evidence and effectuate the assignment of the Assigned Trademarks, Copyrights, and Domain Names.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer hereby agree as follows:

AGREEMENTS

1. Assignment of Assigned Trademarks. On the terms and subject to the conditions of this Agreement, the Seller hereby sells, assigns, conveys, delivers and transfers to the Buyer all of the Seller's right, title and interest to the Assigned Trademarks and all issuances, extensions and renewals thereof, all goodwill of the Business associated therewith or symbolized thereby, and all other proprietary rights relating to any of the foregoing including without limitation all remedies against infringements thereof, rights to protection of interests therein, all past, present and future rights of priority, all income, royalties and payments receivable in respect

thereof, and all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of the foregoing, and the right to sue and recover for past, present and future infringements, misappropriations, dilutions, or other violations of the foregoing).

2. **Assignment of Assigned Copyrights.** The Seller hereby sells, assigns, conveys, delivers and transfers to the Buyer all of the Seller's right, title and interest in and to the Assigned Copyrights, the works of authorship in which the Assigned Copyrights subsist, and all other proprietary rights relating to any of the foregoing including without limitation all remedies against infringements thereof, rights to protection of interests therein, all past, present and future income, royalties and payments receivable in respect thereof, and all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of the foregoing, and the right to sue and recover for past, present and future infringements, or other violations of the foregoing).

3. **Assignment and Transfer of Domain Names and Associated Websites.**

(a) On the terms and subject to the conditions of this Agreement, the Seller hereby sells, assigns, conveys, delivers and transfers to the Buyer all of the Seller's right, title and interest in and to the Domain Names throughout the world, and all other proprietary rights relating to any of the foregoing including without limitation all remedies against infringements thereof, rights to protection of interests therein, all past, present and future income, royalties and payments receivable in respect thereof, and all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of the foregoing, and the right to sue and recover for past, present and future infringements, misappropriations, or other violations of the foregoing).

(b) **Transfer Procedures.** Upon execution of this Agreement, the Seller and the Buyer shall promptly institute a transfer of the Domain Names in accordance with the domain name procedures enacted by the appropriate domain name registrar. The Buyer shall have unrestricted use of the Domain Names. The Seller agrees to work with the Buyer to facilitate the transfer of ownership of the Domain Names to the Buyer's designated domain name registrars. The Seller and the Buyer shall work together to complete any registrar forms required by the appropriate domain name registrars. The Buyer agrees to provide any information required by the Seller to complete all transfer of registrar forms.

(c) After the transfer, the Buyer shall be solely responsible for all registration and maintenance fees and procedures for the Domain Names.

4. **Further Assurances.**

(a) The Seller agrees to execute, at any time and from time to time upon the request and expense of the Buyer, such additional documents as the Buyer reasonably requests to register and otherwise give full effect to the rights of the Seller under this Agreement in and to the Assigned Trademarks, Assigned Copyrights, Domain Names and Associated Websites, including, but not limited to, all documents necessary to record in the name of the Buyer the assignment of

the Assigned Trademarks with the United States Patent and Trademark Office, its successor offices, or similar foreign offices.

(b) Seller hereby 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.

5. **Governing Law and Dispute Resolution.** The Parties hereby incorporate by reference Sections 12.12 and 12.14 of the Purchase Agreement as if the same was fully set forth herein; provided, that for such purpose, any references to the “Agreement” shall be deemed to be references to this Agreement.

6. **Entire Agreement; Conflict with Asset Purchase Agreement.** This Agreement and the Purchase Agreement contain the entire agreement between the Parties concerning the matters referred to herein. In the event of any conflict between the terms of this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

7. **Amendments.** This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized Representative of each of the Parties hereto.

8. **Successors and Assigns.** This Agreement shall bind and shall inure to the benefit of the Parties and their respective successors, assigns and transferees.

9. **Execution of Counterparts.** This Agreement may be executed in one or more counterparts, including by electronic (e.g., PDF) transmission, each of which will be deemed to be an original copy of this Agreement and all of which will be deemed to constitute one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the Seller and the Buyer. Delivery of an executed counterpart of a signature page to this Agreement shall be as effective as delivery of a manually executed counterpart of this Agreement.


[Remainder intentionally left blank – signature page follows]



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

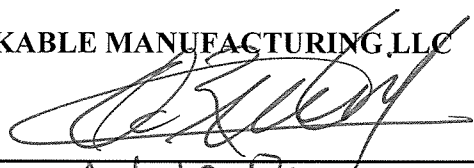
SELLER:

AMERICAN BARE CONDUCTOR, INC.

By: 
Name: Ricardo Kawamura
Title: CEO

BUYER:

VIAKABLE MANUFACTURING LLC

By: 
Name: Adolfo Riveron
Title: CEO



ANNEX A






to

TRADEMARK, COPYRIGHTS, AND DOMAIN NAME ASSIGNMENT AGREEMENT

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ASSIGNED TRADEMARKS

1. The corporate name "American Bare Conductor, Inc."
2. The trade names "ABC".
3. The following trademarks and logos:

<u>Mark</u>	<u>U.S. Reg. No.</u>	<u>Reg. Date</u>
	1,546,126	July 4, 1989
	3,686,995	Sept 22, 2009
	3,686,996	Sept 22, 2009
	3,900,136	Sept 22, 2009
	4,732,354	May 5, 2015

[Annex A to Trademark, Copyrights, and Domain Name Assignment Agreement]



ANNEX B

to

TRADEMARK, COPYRIGHTS, AND DOMAIN NAME ASSIGNMENT AGREEMENT

Handwritten signature or initials in black ink, located in the bottom right corner of the page.

ASSIGNED COPYRIGHTS

Seller claims common law copyrights in the contents of its website and marketing materials.

[Annex B to Trademark, Copyrights, and Domain Name Assignment Agreement]

TRADEMARK
REEL: 006379 FRAME: 0816

Handwritten signature and initials in the bottom right corner, appearing to be '02' and 'R'.

ANNEX C

to

TRADEMARK, COPYRIGHTS, AND DOMAIN NAME ASSIGNMENT AGREEMENT

Handwritten signature or initials in black ink, appearing to be '062' with a large 'X' below it.

DOMAIN NAMES

1. www.abcwire.com
2. www.abcwireworld.com

[Annex C to Trademark, Copyrights, and Domain Name Assignment Agreement]

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a series of loops and a final flourish.