

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499369

<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>
TEN-TEC, INC.		05/09/2014	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RF CONCEPTS, LLC		
<b>Street Address:</b>	634 South Sunset Street		
<b>City:</b>	Longmont		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80501		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1489055	TEN-TEC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165796073		
<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>	216-579-1700		
<b>Email:</b>	kjindra@pearne.com		
<b>Correspondent Name:</b>	Pearne & Gordon LLP		
<b>Address Line 1:</b>	1801 East 9th Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-3108		
<b>NAME OF SUBMITTER:</b>	Una L. Lauricia		
<b>SIGNATURE:</b>	/Una L. Lauricia/		
<b>DATE SIGNED:</b>	11/26/2018		
<b>Total Attachments: 4</b>			
source=Assignment-TEN-TEC-to-RF-CONCEPTS#page1.tif			
source=Assignment-TEN-TEC-to-RF-CONCEPTS#page2.tif			
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CH \$40.00 1489055

Schedule 1.1

## LIST OF PURCHASED ASSETS

1. All of Seller's cash on hand as of the Closing Date, including all proceeds from the sale of Seller's tool and die assets and/or its metal fabrication and paint shop assets (if such assets are sold prior to the Closing Date); provided, however, that Seller will retain certain cash reserves to pay (i) its estimated payroll and payroll taxes, (ii) certain trade payables which are not assumed by Buyer pursuant to this Agreement, and (iii) professional fees and expenses incurred in connection with this Agreement, not to exceed \$10,000 in the aggregate. The amount of Seller's cash reserves will be determined by Seller and agreed to by Buyer, but will not exceed approximately \$111,000. Buyer will receive all excess cash on hand.
2. If the Seller's metal fabrication and paint shop assets are not sold prior to the Closing Date, then such assets will be included among the Purchased Assets at no additional cost to Buyer.
3. All of Seller's office furniture and office equipment.
4. All of the equipment items described as follows: Capital Equipment has been inspected and accepted by Buyer and the listing is attached to this Schedule and marked as Addendum 1.1 (4).
5. All of Seller's finished inventory, including the following: Finished Goods Inventory has been inspected and accepted by Buyer and the listing is attached to this Schedule and marked as Addendum 1.1 (5).
6. All of Seller's raw materials and work in process, as more particularly described as follows: Raw Material and Work in Process Inventory has been inspected and accepted by Buyer and the listing is attached to this Schedule and marked as Addendum 1.1 (6).
7. All of Seller's goodwill.
8. All of Seller's trade names including, without limitation, all rights associated with the trade name "Ten-Tec."
9. All of Seller's customer lists (including past, present and prospective customers solicited in the last twelve (12) months), product lists, pricing lists, brochures, catalogues, promotional materials, customer credit files, and other customer data.
10. All of Seller's machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files records and data (including all correspondence with any Governmental Body), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices) in connection with any of the Purchased Assets.

11. All of Seller's telephone numbers, websites and web domain(s), all of which are more particularly described below:

Phone # / Website / Domain Address	Provider / Hosted By	Other
(800) 833-7373		Radio Sales
(800) 231-8842		Enclosure Sales
(865) 453-7172		Tool & Die
(865) 428-0364		Service
(865) 453-7172		Main Line
(865) 428-4483		Fax Line
www.tentec.com		

12. All of Seller's trademarks and copyrights (if any), all of which are identified below:

Description of Trademark / Copyright	Registration Number	Other
Ten-Tec	USPTO Serial No. 73158963 USPTO Reg. No. 1489055	

13. All of Seller's accounts receivable for any and all goods which have been sold, ordered or otherwise invoiced prior to the Closing Date.
14. Accounts Receivable in the approximate amount of \$111,000 has been reviewed and accepted by Buyer and the listing is attached is attached to this Schedule and marked as Addendum 1.1 (14).

TEN-TEC, INC.

By: Jack Brundage  
Its: CEO

TENANT:

RF CONCEPTS, LLC  
By: [Signature]  
Its: [Signature]

## ASSIGNMENT OF INTANGIBLES

This Assignment of Intangibles (this "Assignment") effective as of May 9, 2014 (the "Effective Date"), is by and between **TEN-TEC, INC.**, a Tennessee corporation ("Assignor"), and **RF CONCEPTS, LLC**, a Delaware limited liability company ("Assignee").

For value received and pursuant to that certain Asset Purchase Agreement, dated May           , 2014, between and among the Assignor and Assignee (the "Purchase Agreement") and other good and valuable consideration, Assignor by this Assignment does hereby sell, assign, transfer, release, and deliver all of Assignor's right, title and interest in the Purchased Assets that are intangible assets, including but not limited to the following:

- 1) All telephone numbers used at or in connection with the Seller's business;
- 2) All websites and web domains used or associated with the Seller's business;
- 3) All trademarks and copyrights owned by Seller; and
- 4) All other intangibles that are described in the Purchase Agreement.

This Assignment is executed pursuant to the Purchase Agreement, which contains representations, warranties, rights and limitations with respect to the obligations assigned and assumed hereunder and which are incorporated herein by this reference.

All capitalized terms in this instrument shall have the meanings set forth in the Purchase Agreement, unless separately defined herein.

This Assignment 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 Assignment 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 Assignment.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their authorized representatives on the date first above written.

ASSIGNOR:

TEN-TEC, INC.

By: *John Burchfield*  
Its: CEO

Effective Date: 5/9/14

TRADEMARK