

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501356

<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>
Nightingale Smart Solutions, Inc.		12/10/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cambridge Sound Management, Inc.		
<b>Street Address:</b>	404 Wyman Street, Suite 200		
<b>City:</b>	Waltham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02451		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5196920	NIGHTINGALE	
<b>Serial Number:</b>	86939206	SLEEP BLANKET	
<b>Registration Number:</b>	5449435	SOUND BLANKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9783410136		
<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>	(978) 341-0036		
<b>Email:</b>	trademarks@hbsr.com		
<b>Correspondent Name:</b>	Keith J. Wood		
<b>Address Line 1:</b>	Hamilton, Brook, Smith & Reynolds, P.C.		
<b>Address Line 2:</b>	530 Virginia Road, P.O. Box 9133		
<b>Address Line 4:</b>	Concord, MASSACHUSETTS 01742-9133		
<b>NAME OF SUBMITTER:</b>	Keith J. Wood		
<b>SIGNATURE:</b>	/Keith J. Wood/		
<b>DATE SIGNED:</b>	12/10/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of December 4, 2018, by and between Nightingale Smart Solutions, Inc., a Delaware corporation, having an address at c/o Cambridge Sound Management, Inc., 404 Wyman Street, Suite 200, Waltham, MA 02451 ("Assignor") and Cambridge Sound Management, Inc., a Delaware corporation, having an address at 404 Wyman Street, Suite 200, Waltham, MA 02451 ("Assignee").

WHEREAS, Assignor has sold, and Assignee has purchased, certain Assets of the Business of Assignor, including, the trademarks and trademark registrations and applications set forth on Schedule 1 attached hereto ("Assigned Marks"); and

WHEREAS, Assignor owns all right, title and interest in and to the Assigned Marks and all goodwill associated therewith;

WHEREAS, Assignee is the successor to that portion of the Business to which the Assigned Marks pertain and such Business is ongoing and existing; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned Marks and all goodwill associated with the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Assigned Marks, in the United States and all countries throughout the world, together with the goodwill of the business associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, including all rights of priority, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

[Remainder of page left blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed this 16 day of December, 2018.

ASSIGNOR:

NIGHTINGALE SMART SOLUTIONS, INC.

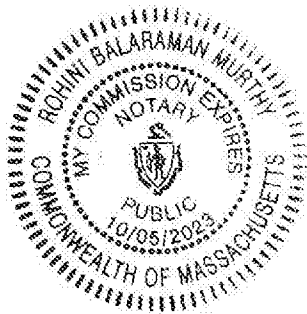
By: [Signature]  
Name: Meghan Ellis  
Title: CEO

STATE OF MA )

COUNTY OF SUFFOLK )

personally before me came Meghan Ellis On this 10<sup>th</sup> day of Dec 2018, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)



Notary Public

[Signature]  
ROHINI BALARAMAN MURTHY  
COMMISSION EXPIRES: 10/05/2023

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed this 16 day of December, 2018.

ASSIGNEE:

CAMBRIDGE SOUND MANAGEMENT, INC.

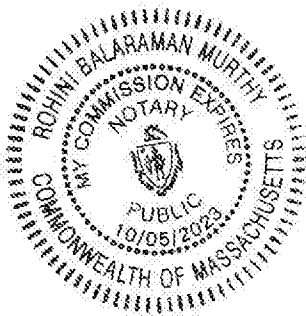
By: \_\_\_\_\_  
Name: Christopher Calisi  
Title: CEO

STATE OF MA )

COUNTY OF SUFFOLK )

On this 10<sup>th</sup> day of Dec 2018, personally before me came Christopher Calisi known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)



Notary Public

R Murthy  
ROHINI BALARAMAN MURTHY  
COMMISSION EXPIRES: 10/05/2023

[Signature Page to Trademark Assignment]

**SCHEDULE 1**

<u>Country</u>	<u>Case Type</u>	<u>Serial No. or Trademark Number</u>	<u>Filing Date</u>	<u>Status</u>	<u>Trademark</u>
U.S.	U.S. Trademark	U.S. Trademark No. 5,196,920	March 14, 2016	Registered	NIGHTINGALE
Canada	Canadian Trademark Application	CA Trademark App. No. 1,835,666	March 14, 2016	Allowed	NIGHTINGALE
Madrid Protocol	Madrid Registration	A0066638	April 27, 2017	Registered	NIGHTINGALE
Australia	AU Trademark (Madrid)	1354756	April 27, 2017	Registered	NIGHTINGALE
China	CN Trademark Application (Madrid)	A0066638	April 27, 2017	Abandoned	NIGHTINGALE
Europe	EU Trademark Registration (Madrid)	1354756	April 27, 2017	Registered	NIGHTINGALE
India	IN Trademark Application (Madrid)	A0066638	April 27, 2017	Abandoned	NIGHTINGALE
Japan	JP Trademark Application (Madrid)	A0066638	April 27, 2017	Abandoned	NIGHTINGALE
U.S.	U.S. Trademark Application	US Trademark App. No. 86/939,206	March 14, 2016	Abandoned	SLEEP BLANKET
U.S.	U.S. Trademark	U.S. Trademark No. 5,449,435	December 13, 2016	Registered	SOUND BLANKET