

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RKR Designs, LLC		12/31/2015	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	DISHTRONIX, INC.		
Street Address:	PO BOX 1007		
City:	BELLEFONTAINE		
State/Country:	OHIO		
Postal Code:	43311		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1489055	TEN-TEC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2165791700		
Email:	lthompson@pearne.com		
Correspondent Name:	Pearne & Gordon LLP		
Address Line 1:	1801 East 9th Street		
Address Line 2:	Suite 1200		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	UNA L. LAURICIA		
SIGNATURE:	/Una L. Lauricia/		
DATE SIGNED:	03/06/2019		
Total Attachments: 3			
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Schedule 1.1

LIST OF PURCHASED ASSETS

1. All of Seller's office furniture and office equipment relating to TEN TEC.
2. All of Seller's equipment at TEN TEC.
3. All of Seller's finished inventory at TEN TEC.
4. All of Seller's raw materials and work in process at TEN TEC.
5. All of Seller's goodwill.
6. All of Seller's trade names and other intangible assets pertaining to TEN TEC.
7. 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 pertaining to TEN TEC.
8. 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.
9. All of Seller's telephone numbers, websites and web domain(s) names pertaining to TEN TEC.
10. All of Seller's TEN TEC trademarks and copyrights pertaining to TEN TEC, if any.
11. All of Seller's trademarks and copyrights (if any), all of which are identified below.
12. All of Seller's intellectual property including patents, trade secrets, software, firmware, algorithms, schematics, drawings, etc at and pertaining to TEN TEC.

EXHIBIT A

BILL OF SALE

This Bill of Sale is executed by **RKR DESIGNS, LLC**, a Colorado limited liability company ("Seller"), in favor of **DISHTRONIX, INC.** an Ohio Corporation, ("Buyer").

WHEREAS, Buyer and Seller are parties to an Asset Purchase Agreement of even date herewith (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of the Purchased Assets identified on Schedule 1.1 attached hereto and incorporated herein by reference (the "Purchased Assets").

2. The Purchased Assets are being sold and purchased subject to the representations, warranties and covenants set forth in the Purchase Agreement.

3. Buyer shall take title to the Purchased Assets immediately upon the execution and delivery of this Bill of Sale, and delivery of the Purchased Assets shall occur at the Seller's Premises in accordance with the terms of the Purchase Agreement.

4. The Purchase Agreement is incorporated herein by reference, and this Bill of Sale is executed and delivered by Seller subject to all of the terms, covenants and conditions set forth in the Purchase Agreement. Capitalized terms not defined herein shall have the meanings assigned to them in the Purchase Agreement.

5. This Bill of Sale shall be governed in all respects by and construed in accordance with the laws of the State of Delaware. This Bill of Sale shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the date first set forth above.

SELLER:

RKR DESIGNS, LLC

By: Richard H Gall
Its: President + major owner

Effective Date: December 31, 2015

EXHIBIT B

ASSIGNMENT OF INTANGIBLES

This Assignment of Intangibles (this "Assignment") effective as of January 1, 2016 (the "Effective Date"), is by and between **RKR DESIGNS, LLC**, a Colorado limited liability company ("Assignor"), and **DISHTRONIX, INC.**, an Ohio corporation ("Assignee").

For value received and pursuant to that certain Asset Purchase Agreement, dated January 1, 2016, 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:

RKR DESIGNS, LLC.

By: Richard H Gall
Its: President and majority owner

Effective Date: December 31, 2015