

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Technical Solutions, Inc.		06/26/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	XIP, LLC		
Street Address:	PO Box 121728		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76121		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3647472	MICRIN	
CORRESPONDENCE DATA			
Fax Number:	8178789771		
<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:	8178783571		
Email:	leslie.darby@khh.com		
Correspondent Name:	Leslie M. Darby c/o Kelly Hart & Hallman		
Address Line 1:	201 Main Street		
Address Line 2:	Suite 2500		
Address Line 4:	Fort Worth, TEXAS 76102		
NAME OF SUBMITTER:	Leslie M Darby		
SIGNATURE:	/leslie m. darby/		
DATE SIGNED:	06/27/2019		
Total Attachments: 6			
source=MICRIN Trademark Assignment#page1.tif			
source=MICRIN Trademark Assignment#page2.tif			
source=MICRIN Trademark Assignment#page3.tif			
source=MICRIN Trademark Assignment#page4.tif			

CH \$40.00 3647472

source=MICRIN Trademark Assignment#page5.tif

source=MICRIN Trademark Assignment#page6.tif

ASSIGNMENT

This ASSIGNMENT ("**Assignment**"), dated as of June 26, 2019, is made by Pacific Technical Solutions, Inc. ("**PTS**"), a Washington company, having an address of 2601 Resource Drive, Suite 200, Plano, Texas 75074, in favor of XIP, LLC ("**XIP**"), a Texas limited liability company, having an address of PO Box 121728, Fort Worth, Texas 76121, pursuant to that certain Agreement for Transfer of Certain Business Assets of Pacific Technical Solutions, Inc. dated November 28, 2018, of which PTS and XIP are parties.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

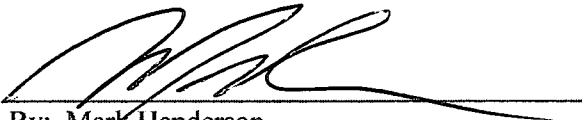
1. **Assignment.** PTS hereby irrevocably conveys, transfers, and assigns to XIP, and XIP hereby accepts, all right, title, and interest PTS has in and to the following: the trademark and trademark registration described on Schedule 1 hereto and all renewals thereof (collectively, the "**Assigned Trademark**"), and to the extent that PTS has any goodwill related to the Assigned Trademark, together with any goodwill of the business that is connected with the use of, and symbolized by, the Assigned Trademark, including the micrin.com internet domain name, the United States Radio Frequency Corporation d/b/a/ Micrin Systems (Micrin) UL certifications rights
2. **Recordation and Further Actions.** PTS hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by XIP. Following the date hereof, upon XIP's reasonable request, PTS shall take such steps and actions, and provide such cooperation and assistance to XIP and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to XIP, or any XIP or successor thereto, with any assignment fees or transfer fees, if any, at XIP's sole cost and expense.
3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, 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.
4. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. **Governing Law & Venue.** This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and the parties agree venue shall be in the District Court, Collin County, Texas.
6. **No Warranties.** XIP acknowledges and understands that no warranties as to the future performance of the Assigned Trademark have been or are being made by PTS, nor has PTS made any promises, warranties, or guaranties of any kind regarding the Assigned Trademark. The Assigned Trademark is transferred and assigned to XIP in its "as is", "where is" and in its present condition with all faults, and XIP accepts the Assigned Trademark in its current condition. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR

PURPOSE AND/OR OF MERCHANTABILITY, ARE BEING GIVEN AS TO THE CONDITION OF THE ASSIGNED TRADEMARK. XIP ACKNOWLEDGES THAT IT IS ACCEPTING THE ASSIGNED TRADEMARK IN ITS PRESENT CONDITION WHEREVER LOCATED, THAT PTS HAS NOT CONDUCTED ANY INVESTIGATION OF THE CONDITION OF THE ASSIGNED TRADEMARK, THAT PTS HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE ASSIGNED TRADEMARK AND THAT XIP HAS RELIED AND IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF THE ASSIGNED TRADEMARK IN ITS DETERMINATION TO ACQUIRE THE SAME

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the date first written above.

XIP, LLC

PACIFIC TECHNICAL SOLUTIONS, INC.



By: Mark Henderson
Its: President



By: Mark Zamalloa
Its: President

[See following pages for notary blocks]

STATE OF TEXAS)
)
COUNTY OF COLLIN)

On the 26th day of June, 2019, before me personally appeared **Mark Zamalloa**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the **President of Pacific Technical Solutions, Inc.**, and acknowledged the instrument to be the free act and deed of **Pacific Technical Solutions, Inc.** for the uses and purposes mentioned in the instrument.

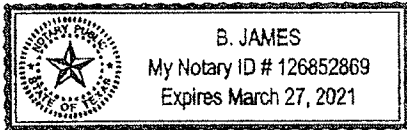
B. James

Notary Public

Printed Name: B. James

My Commission Expires:

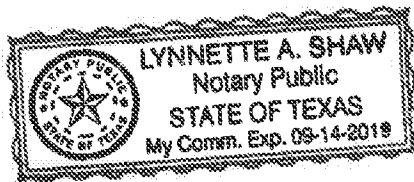
March 27th, 20 21



STATE OF TEXAS)

COUNTY OF Wise)

On the 27 day of June, 2019, before me personally appeared Mark Henderson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of XIP, LLC, and acknowledged the instrument to be the free act and deed of XIP, LLC for the uses and purposes mentioned in the instrument.



Lynnette A. Shaw #12867985-7
Notary Public
Printed Name: Lynnette A. Shaw
My Commission Expires: 9/14, 2019

Schedule 1
Assigned Trademark

Trademark

MICRIN

Trademark Registration

MICRIN

Word Mark	MICRIN
Goods and Services	IC 009. US 021 023 026 036 038. G & S: Amplifier for wireless communications; Broadband wireless equipment, namely, telecommunications base station equipment for cellular and fixed networking and communications applications; Circuit breakers; Electrical controllers; Electrical distribution systems, namely, power distribution panels; Electrical power distribution units; Mounting racks for telecommunications hardware; Power supplies; Rectifiers; Telecommunications cables. FIRST USE: 19831030. FIRST USE IN COMMERCE: 19831030
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77634542
Filing Date	December 16, 2008
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	April 14, 2009
Registration Number	3647472
Registration Date	June 30, 2009
Owner	(REGISTRANT) United IP, LLC LIMITED LIABILITY COMPANY TEXAS PO Box 7640 Dallas TEXAS 75209 (LAST LISTED OWNER) PACIFIC TECHNICAL SOLUTIONS, INC. CORPORATION WASHINGTON 2601 RESOURCE DRIVE SUITE 200 PLANO TEXAS 75074
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	David W. Carstens
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR).

TRADEMARK
REEL: 006680 FRAME: 0680

**Live/Dead
Indicator**

LIVE