

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534311

<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>
3M Company		02/05/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TSI Incorporated		
<b>Street Address:</b>	500 Cardigan Road		
<b>City:</b>	Shoreview		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55126		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2202623	QUESTSUITE	
<b>Registration Number:</b>	2846559	NOISEPRO	
<b>Registration Number:</b>	2811795	SOUNDPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123713207		
<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>	6123713501		
<b>Email:</b>	hargensm@ballardspahr.com		
<b>Correspondent Name:</b>	Marilyn Hargens		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Marilyn Hargens		
<b>SIGNATURE:</b>	/mh/		
<b>DATE SIGNED:</b>	07/30/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of February 5, 2018, is entered into by and between 3M Company, a Delaware corporation (“Seller”), and TSI Incorporated, a Minnesota corporation (“Buyer” and, together with Seller, the “Parties”).

### RECITALS

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of January 19, 2018 (the “APA”), pursuant to which Seller has agreed to sell and transfer, and cause the Selling Subsidiaries to sell and transfer, to Buyer, and Buyer has agreed to purchase and assume from Seller and the Selling Subsidiaries, the Transferred Assets and the Assumed Liabilities; no

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the APA;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, pursuant to the APA, Buyer has agreed to purchase and accept and Seller has agreed to sell, transfer, convey and assign to Buyer all of Seller’s right, title and interest in and to the Trademarks identified in Appendix A hereto (the “Trademarks”).

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

**1. Assignment.** Seller does hereby sell, assign and transfer unto Buyer all of Seller’s right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including without limitation the right to sue and collect any damage awards in connection with the infringement thereof, proceeds, or royalties with respect thereto, all said rights to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term for the Trademarks as fully and entirely as the same would have been held by Seller had this assignment and sale not been made.

**2. Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THE APA, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, TITLE OR ENFORCEABILITY OF ANY TRANSFERRED INTELLECTUAL PROPERTY.

**3. General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA. This Agreement, Appendix A hereto and the APA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other

provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the APA, the provisions of the APA shall control. This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

**4. Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than those of the State of Delaware. Each of the Parties consents to submit itself to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in Wilmington, Delaware in any Legal Proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement.

**5. Counterparts.** This Agreement may be executed in facsimile and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

*[Signature Pages Follow]*

Executed this 5<sup>th</sup> day of February, 2018

**3M COMPANY**

By:  \_\_\_\_\_

Name: Bernard Cicut

Title: Vice President and General Manager

**TSI INCORPORATED**

By: \_\_\_\_\_

Name:

Title:

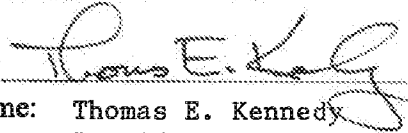
[Signature Page to the Trademark Assignment Agreement]

Executed this \_\_\_ day of \_\_\_\_\_, 2018

**3M COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**TSI INCORPORATED**

By:  \_\_\_\_\_  
Name: Thomas E. Kennedy  
Title: President

{Signature Page to the Trademark Assignment Agreement}

**APPENDIX A**

<b>Trademark Name</b>	<b>3M Case No.</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Legal Owner</b>
QUESTSUITE	<del>38539</del>	United States	75/279232	1997-04-22	2202623	1998-11-10	3M Company
NOISEPRO	<del>38542</del>	United States	78/155066	2002-08-16	2846559	2004-05-25	3M Company
SOUNDPRO	<del>38543</del>	United States	78/155068	2002-08-16	2811795	2004-02-03	3M Company