

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREENLEE TOOLS, INC.		08/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tempo Communications, Inc.		
Street Address:	1390 Aspen Way		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3630380	CRIMPALL	
CORRESPONDENCE DATA			
Fax Number:	9137775601		
<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:	913-777-5600		
Email:	trademarks@eriseip.com		
Correspondent Name:	Marshall S. Honeyman		
Address Line 1:	7015 College Blvd.		
Address Line 2:	Suite 700		
Address Line 4:	Overland Park, KANSAS 66211		
NAME OF SUBMITTER:	Marshall S. Honeyman		
SIGNATURE:	/Marshall S. Honeyman/		
DATE SIGNED:	09/06/2019		
Total Attachments: 3			
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ASSIGNMENT

This ASSIGNMENT (herein "Assignment"), is effective as of 8-29-2017 (the "Effective Date"), is by and between Tempo Communications, Inc., a Texas corporation ("Tempo Communications") and Greenlee Tools, Inc., a Delaware corporation ("Greenlee Tools").

WITNESSETH:

WHEREAS, Tempo Communications, on behalf of itself and its Affiliates, desires to sell, convey, transfer, assign and deliver to Greenlee Tools, free and clear of any Liens other than Permitted Liens, all of Tempo Communications' and its Affiliates' right, title and interest in, to and under United States patent application Serial No. 15/241,556, filed on August 19, 2016 (herein "the Patent Application") and United States Patent No. 6,766,581, issued July 27, 2004 (herein "the Patent"), and Greenlee Tools desires to acquire and accept all of Tempo Communications' and its Affiliates' entire right, title and interest in, to and under the Patent Application and the Patent.

WHEREAS, Greenlee Tools, on behalf of itself and its Affiliates, desires to sell, convey, transfer, assign and deliver to Tempo Communications, free and clear of any Liens other than Permitted Liens, all of Greenlee Tools' and its Affiliates' right, title and interest in, to and under United States Trademark Registration No. 3,630,380, registered June 2, 2009 (herein "the Trademark"), and Tempo Communications desires to acquire and accept all of Greenlee Tools' and its Affiliates' entire right, title and interest in, to and under the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Tempo Communications, on behalf of itself and its Affiliates, hereby irrevocably sells, conveys, transfers, assigns and delivers to Greenlee Tools, and Greenlee Tools does hereby acquire and accept, all of Tempo Communications' and its Affiliates' right, title and interest in, to and under the Patent Application and the Patent throughout the universe and all rights corresponding thereto, free and clear of all Liens other than Permitted Liens, together with all goodwill of the business associated therewith, and all income, royalties or payments now or hereafter due or payable in relation to the Patent Application and the Patent, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world.

2. Upon the reasonable request by Greenlee Tools, Tempo Communications shall, and shall cause its Affiliates to, execute all documents and take all actions as may be necessary to enable Greenlee Tools to perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Patent Application and the Patent, in each case, without further compensation but at the expense of Greenlee Tools.

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3. Tempo Communications, on behalf of itself and its Affiliates, hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Greenlee Tools as the owner of the entire right, title and interest in, to and under the Patent Application and the Patent.

4. Greenlee Tools hereby sells, assigns and transfers to Tempo Communications all of Greenlee Tools' worldwide right, title and interest in, to and under the Trademarks together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States for Tempo Communications' own use and enjoyment, and for the use and enjoyment of Tempo Communications' successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Greenlee Tools if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the effective date or thereafter, including, without limitation, any such payments resulting from past, present or future infringement or other unauthorized use of the Trademark, together with the right to sue for and collect the same.

5. Upon the reasonable request by Tempo Communications, Greenlee Tools shall, and shall cause its Affiliates to, execute all documents and take all actions as may be necessary to enable Tempo Communications to perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Trademark, in each case, without further compensation but at the expense of Tempo Communications.

6. Greenlee Tools, on behalf of itself and its Affiliates, hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Tempo Communications as the owner of the entire right, title and interest in, to and under the Trademark.

7. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

8. 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, 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.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS TEMPO COMMUNICATIONS:

TEMPO COMMUNICATIONS, INC.

By: 

Name: Jason E. Butchko

Title: President

AS GREENLEE TOOLS:

GREENLEE TOOLS, INC.

By: 

Name: Scott Stoddard

Title: Controller

[Signature Page to IP Assignment]