

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMK-Link Electronics Corporation		05/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SMK Electronics Corporation, U.S.A.		
Street Address:	1055 Tierra del Ray		
City:	Chula Vista		
State/Country:	CALIFORNIA		
Postal Code:	91910		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4420528	SMK LINK	
Registration Number:	2823964	REMOTEPPOINT NAVIGATOR	
Registration Number:	3121745	GOSPEAK	
Registration Number:	1921794	REMOTEPPOINT	
Registration Number:	2523754	CLICK TRIGGER	
Registration Number:	2574837	CLICKTRIGGER	
CORRESPONDENCE DATA			
Fax Number:	7132288778		
<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:	7132288600		
Email:	docketing@oshaliang.com		
Correspondent Name:	Keelin Hargadon		
Address Line 1:	909 Fannin St., Suite 3500		
Address Line 4:	Houston, TEXAS 77010		
NAME OF SUBMITTER:	Keelin Hargadon		
SIGNATURE:	/Keelin Hargadon/		
DATE SIGNED:	10/03/2019		

OP \$165.00 4420528

Total Attachments: 6

source=Intellectual Property Assignment Agreement (SMK-L to SMK-A) signed May 31, 2019#page1.tif

source=Intellectual Property Assignment Agreement (SMK-L to SMK-A) signed May 31, 2019#page2.tif

source=Intellectual Property Assignment Agreement (SMK-L to SMK-A) signed May 31, 2019#page3.tif

source=Intellectual Property Assignment Agreement (SMK-L to SMK-A) signed May 31, 2019#page4.tif

source=Intellectual Property Assignment Agreement (SMK-L to SMK-A) signed May 31, 2019#page5.tif

source=Intellectual Property Assignment Agreement (SMK-L to SMK-A) signed May 31, 2019#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), effective as of May 31, 2019, is made by SMK-Link Electronics Corporation, a Delaware corporation (“**Seller**”), located at 1267 Flynn Road, Camarillo, CA 93012, in favor of SMK Electronics Corporation, U.S.A., a California corporation (“**Buyer**”), located at 1055 Tierra del Ray, Chula Vista, CA 91910, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, effective as of May 31, 2019 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, if any, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND ACCEPTED:

SMK Electronics Corporation, U.S.A.

By: *[Signature]*

Name: Paul Evans

Title: President

Address for Notices: 1055 Tierra del Ray,
Chula Vista, CA 91910

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF San Diego)

)
)
)

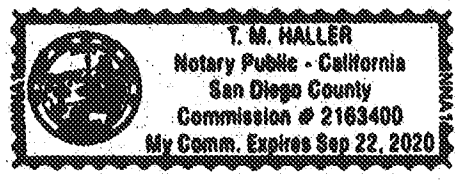
On the 31st day of May, 2019, before me personally appeared Paul Evans, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of SMK Electronics Corporation, U.S.A, a California corporation, and acknowledged the instrument to be the free act and deed of SMK Electronics Corporation, U.S.A. for the uses and purposes mentioned in the instrument.

[Signature], Notary Public

Notary Public

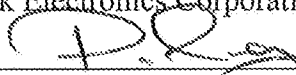
Printed Name: T.M. Haller

My Commission Expires: 09/22/2020



IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SMK-Link Electronics Corporation

By: 

Name: Paul Evans

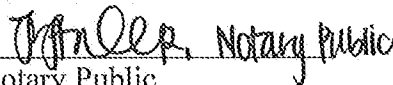
Title: President

Address for Notices: 1267 Flynn Road,
Camarillo, CA 93012

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF San Diego)
)

On the 31st day of May, 2019, before me personally appeared Paul Evans, 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 executed the same in his authorized capacity as the President of SMK-Link Electronics Corporation, a Delaware corporation, and acknowledged the instrument to be the free act and deed of SMK-Link Electronics Corporation for the uses and purposes mentioned in the instrument.

 Notary Public
Notary Public
Printed Name: T.M. Haller

My Commission Expires: 09/22/2020



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent	Jurisdiction	Patent No.
Trigger Operated Electronic Device	Japan	3534776
Trigger Operated Electronic Device	U.S.A.	6850221

SCHEDULE 2**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Jurisdiction	Registration No.	Registration Date
SMKLINK (Color Logo)	China	10547729	September 14, 2013
SMKLINK (Color Logo)	European Union	10653327	July 13, 2012
SMKLINK (Color Logo)	U.S.A.	4420528	October 22, 2013
REMOTEPPOINT NAVIGATOR	U.S.A.	2823964	March 16, 2004
GOSPEAK	U.S.A.	3121745	July 25, 2006
REMOTEPPOINT	U.S.A.	1921794	September 26, 1995
CLICK TRIGGER	U.S.A.	2523754	January 1, 2002
CLICKTRIGGER & Design	U.S.A.	2574837	June 4, 2002