

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lamvin, Inc.		10/25/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sound Seal, Inc.		
Street Address:	50 H.P. Almgren Drive		
City:	Agawam		
State/Country:	MASSACHUSETTS		
Postal Code:	01001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5071949	HUSH TONE PANEL	
Registration Number:	5076846	LISTEN TO THE QUIET	
Registration Number:	5080793	SOUND SUCKER PANEL	
Registration Number:	5080798	SONIC PANEL	
Registration Number:	5080797	SOFT TONE PANEL	
Registration Number:	5353641	ECO-SONIC	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	susan.murphy@bclplaw.com		
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	1088177.21		
NAME OF SUBMITTER:	Lucinda A. Althausser		
SIGNATURE:	/Lucinda A. Althausser/		
DATE SIGNED:	11/13/2019		

CH \$165.00 5071949

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is made effective October 25, 2019 (the “Effective Date”), by and between Lamvin, Inc., a California corporation (“Assignor”) and Sound Seal, Inc., a Delaware corporation, whose address is 50 H.P. Almgren Drive, Agawam, MA 01001 (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 25, 2019 (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties agreed that Assignor would transfer, or cause to be transferred, to Assignee the trademarks and applications and registrations therefor set forth on Schedule A attached hereto (collectively, the “Purchased Trademarks”) and to the registered domain names set forth on Schedule B attached hereto (the “Purchased Domain Names”); and

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.
2. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee purchases, acquires and accepts, all of its right, title, and interest in, to and under the Purchased Trademarks and the Purchased Domain Names, together with all goodwill associated therewith and all income, royalties, damages and payments earned or accrued as of the Closing or thereafter with respect thereto (including damages and payments for past, present or future infringements or misappropriations thereof and the right to sue and recover for past, present or future infringements or misappropriations thereof), free and clear of all Liens (other than Permitted Liens). Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment, including, but not limited to, providing all transfer approvals and otherwise completing any online procedures set forth by the registrar for the Purchased Domain Names that are necessary to transfer the Purchased Domain Names.
3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate.
4. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is subject to and with the benefit of the respective representations, warranties,

covenants, terms, conditions and other provisions of the Asset Purchase Agreement. The Parties acknowledge that this Assignment and the Asset Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Asset Purchase Agreement.

5. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without reference to its conflict of laws rules.

6. This Agreement may be executed in multiple counterparts (including via telecopied or electronically transmitted (including .pdf) signature pages), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signatures on following page]

Assignor:

LAMVIN, INC.

DocuSigned by:

By: Robin Gray
Name: Robin Gray
Title: CEO

Assignee:

SOUND SEAL, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]


Assignor:

LAMVIN, INC.

By: _____
Name: _____
Title: _____

Assignee:

SOUND SEAL, INC.

By:  _____
Name: Joe Lupone
Title: CEO

[Signature Page to Trademark Assignment Agreement]

Schedule A

Purchased Trademarks

HUSH TONE PANEL. U.S. Registration No. 5071949

LISTEN TO THE QUIET. U.S. Registration No. 5076846

SOUND SUCKER PANEL U.S. Registration No. 5080793

SONIC PANEL. U.S. Registration No. 5080798

SOFT TONE PANEL. U.S. Registration No. 5080797

ECO-SONIC. U.S. Registration No. 5353641

LAMVIN – common law trademark

Schedule B

Purchased Domain Names

lamvin.com