ETAS ID: TM551434

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ESCO TECHNOLOGIES LLC		11/22/2019	Limited Liability Company: OHIO

#### **RECEIVING PARTY DATA**

Name:	Stellar Private Cable Systems, Inc.
Street Address:	7322 Yankee Road
City:	Liberty Township
State/Country:	ОНЮ
Postal Code:	45044
Entity Type:	Corporation: OHIO

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3533645	CARECONNECT

# CORRESPONDENCE DATA

Fax Number: 3125778994

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.

Phone: 3129025200

deborah.wing@katten.com Email:

Deborah Wing c/o Katten Muchin Rosenman **Correspondent Name:** 

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	391683-6/ESCO assignment	
NAME OF SUBMITTER:	Deborah A. Wing	
SIGNATURE:	/Deborah A. Wing/	
DATE SIGNED:	12/02/2019	

## **Total Attachments: 4**

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> **TRADEMARK** REEL: 006806 FRAME: 0235

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### ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("**Assignment**") is entered into as of November 22, 2019, by and between **ESCO TECHNOLOGIES LLC**, an Ohio limited liability company ("**Assignor**") and Stellar Private Cable Systems, Inc., an Ohio corporation ("**Assignee**").

#### **RECITALS**

WHEREAS, Assignor owns the following state and federally registered trademarks, together with the goodwill of the business symbolized thereby (the "Marks"):

Trademark Reg. No.	<u>Mark</u>	Registration Date
3,533,645 (USPTO)	Careconnect	November 18, 2008
1,766,966 (State of Ohio)	Careconnect	March 21, 2008

and

WHEREAS, Assignor has agreed to sell, convey, transfer, assign, and deliver the Marks to Assignee, and Assignee has agreed to accept the same on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

- 1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the registration thereof, and all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Marks in Assignee's own name.
- 2. This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee and his successors and assigns, and shall be binding upon Assignor and its successors and assigns.
- 3. The Assignor hereby covenants that it has full right to convey its entire interest herein assigned.
- 4. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and 141678747

(Signature Page to Assignment of Trademarks)

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**EXECUTION COPY** 

delivery, and will take such other actions, as Assignee may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee the Marks or to enable Assignee to exercise, protect, perfect and enjoy all rights and benefits of the Assignor with respect thereto. The expense incurred by Assignor in providing such cooperation shall be paid up front by the Assignee, except as otherwise agreed between the Parties.

- 5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 6. The Assignor hereby requests that the appropriate trade mark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.
- 7. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signatures on next page]

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## **EXECUTION VERSION**

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

ASSIGNOR:

ESCO TECHNOLOGIES LLC

Name:

Frederički C./Setzer, Jr

Title:

Chairman

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# ASSIGNEE:

STELLAR PRIVATE CABLE SYSTEMS, INC.

Name: Steve Jarmel

Title: President

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**RECORDED: 12/02/2019**