# СН \$190.00

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM554578

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Special Product Company		12/06/2019	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	me: PPC Broadband, Inc.	
Street Address:	6176 E. Molloy Road	
City:	East Syracuse	
State/Country:	NEW YORK	
Postal Code: 13057		
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4760717	SPC
Registration Number:	4760718	UNLOCK YOUR DESIGN
Registration Number:	2210816	SPC
Registration Number:	2473730	COOLPRO
Registration Number:	2630112	SPC TELEQUIP COOL TELECOM ENCLOSURES
Registration Number:	2404882	THERMALPRO
Serial Number:	88514576	SPLICE & PLAY

### **CORRESPONDENCE DATA**

Fax Number:

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: 315-425-2700

Email: ip@barclaydamon.com **Correspondent Name:** Elizabeth A. Cominolli Address Line 1: 125 E. Jefferson Street

Address Line 4: Syracuse, NEW YORK 13202

ATTORNEY DOCKET NUMBER:	4503-3058639
NAME OF SUBMITTER:	Kaleigh P. Morrison
SIGNATURE:	/ KPM /

**TRADEMARK** REEL: 006824 FRAME: 0325

DATE SIGNED:	12/23/2019	
Total Attachments: 4		
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source=08 Trademark Assignment - executed#page4.tif		

TRADEMARK REEL: 006824 FRAME: 0326

### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Agreement</u>"), effective as of December <u>6</u>, 2019 (the "<u>Effective Date</u>"), is between PPC Broadband, Inc. a Delaware corporation ("<u>Buyer</u>"), and Special Product Company, a Delaware corporation ("<u>Seller</u>"). All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement (as defined herein).

WHEREAS, on the date hereof, Buyer and Seller entered into an Asset Purchase Agreement (the "<u>Purchase Agreement</u>") pursuant to which, among other things, Seller agreed to assign all of its right, title and interest in, and Buyer agreed to assume all of Seller's duties and obligations arising on or after the Effective Date under, the trademarks and service marks listed on Schedule A to this Agreement (the "<u>Marks</u>").

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, and subject to the terms and conditions of the Purchase Agreement:

- Assignment and Assumption. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller's right, title and interest in and to the Marks, together with the applications and/or registrations thereof and the goodwill of the business symbolized by the Marks, including all common law rights, and all claims for damages by reason of past infringement of the Marks, with the right to sue and collect therefor. Buyer accepts this assignment and assumes all of Seller's duties and obligations under the Marks and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Marks accruing on or after the Effective Date.
- 2. <u>Recordation and Further Actions</u>. Seller hereby authorizes the patent and trademark office or corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Buyer.
- 3. <u>Terms of the Purchase Agreement</u>. The terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The parties acknowledge that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

[Signature Page Follows]

TRADEMARK
REEL: 006824 FRAME: 0327

Seller and Buyer have executed this Agreement as of the day and year first above written.

		PPC BROADBAND, INC.
		By:
		SPECIAL PRODUCT COMPANY
		By: Name: W. Jerry Garrett, Jr. Title: President
I	ACKNO	OWLEDGEMENT
STATE OF KANSAS COUNTY OF JOHNSON	) ) SS )	
County aforesaid, personally appear the person of that name who signed a	red W. J and seale	9 before me, a Notary Public in and for the State and Jerry Garrett, Jr., to me known and known to me to be ed the foregoing instrument in his capacity as President wledged the same to be his free act and deed.
		Notary Public
(SEAL)		
MY COMMISSION EXPIRES:		
	<del></del>	

TRADEMARK ASSIGNMENT

Seller and Buyer have executed this Agreement as of the day and year first above written.

	PPC BROADBAND, INC.
	By: Name: Title:
	SPECIAL PRODUCT COMPANY
	By: w. Juny banch. fr Name: W. Jerry Garrett, Jr. Title: President
	ACKNOWLEDGEMENT
STATE OF KANSAS COUNTY OF JOHNSON	) ) SS )
County aforesaid, personally appeather the person of that name who sign	mber, 2019 before me, a Notary Public in and for the State and ared W. Jerry Garrett, Jr., to me known and known to me to be gned and sealed the foregoing instrument in his capacity as appany, and he acknowledged the same to be his free act and
JODY E RENZELMA Notary Public State of Kansas My Commission Expires <u>10</u>	
MY COMMISSION EXPIRES:	
10-21-22	

[Signature Page to Assignment of Trademark Agreement]

# SCHEDULE A MARKS

1. Trademark registration number 4760717, design plus word mark, consisting of the capital letters "SPC" slanted slightly to the right, all to the right of a circle having the drawing of a three dimensional box inside (active).



- 2. Trademark registration number 4760718, standard character mark, "UNLOCK YOUR DESIGN" (active).
- 3. Trademark registration number 2210816, typed drawing, consisting of the capital letters "SPC" (active, subject to security interest which will be released at Closing).
- 4. Trademark registration number 2473730, typed drawing, "COOLPRO" (active).
- 5. Trademark registration number 2630112, design plus word mark, "SPC TELEQUIP COOL TELECOM ENCLOSURES" (active).



- 6. Trademark registration number 2404882, typed drawing, "THERMALPRO" (active).
- 7. Trademark application number 75369291, typed drawing, "SPC" (abandoned).
- 8. Trademark registration number 2590707, words, letters or numbers in stylized form, "SPC TELEQUIP" (cancelled).



9. Trademark registration number 2210817, design plus word mark, "SPC" (cancelled).



10. US Trademark Application, Serial No. 88514576, SPLICE AND PLAY, filed July 15, 2019. Docket No. 52508-US.

TRADEMARK
RECORDED: 12/23/2019 REEL: 006824 FRAME: 0330