

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583574

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
James Loudspeaker LLC		01/10/2020	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dana Innovations		
<b>Street Address:</b>	991 Calle Amanecer		
<b>City:</b>	San Clemente		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92673		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2711675	JAMES LOUDSPEAKERS	
<b>Registration Number:</b>	5254884	SMALL APERTURE	
<b>Registration Number:</b>	5934007	NAPA SOUND LABS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>			
<b>Phone:</b>	3105513450		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Jonathan A. Hyman		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	JONATHAN A. HYMAN		
<b>SIGNATURE:</b>	/jhh/		
<b>DATE SIGNED:</b>	06/29/2020		
<b>Total Attachments: 5</b>			
source=TRADEMARK ASSIGNMENT James Loudspeaker LLC 01.10.20#page1.tif			
source=TRADEMARK ASSIGNMENT James Loudspeaker LLC 01.10.20#page2.tif			
source=TRADEMARK ASSIGNMENT James Loudspeaker LLC 01.10.20#page3.tif			

OP \$90.00 2711675

source=TRADEMARK ASSIGNMENT James Loudspeaker LLC 01.10.20#page4.tif

source=TRADEMARK ASSIGNMENT James Loudspeaker LLC 01.10.20#page5.tif

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made as of January 10, 2020 by and between James Loudspeaker LLC, an Arizona limited liability company ("Assignor"), and Dana Innovations, a California corporation ("Assignee"), with reference to that certain Asset Purchase Agreement, by and among Assignor, Assignee and the other parties thereto, dated as of September 5, 2019, as amended by Amendment No. 1 to Asset Purchase Agreement, dated January 10, 2020, made by and among Assignor, Assignee and the other parties thereto (collectively, the "Purchase Agreement"). Capitalized terms used but not described herein shall have the meaning ascribed to them in the Purchase Agreement.

WHEREAS, Assignor owns the trademarks (the "Marks") and U.S. trademark applications and registrations (collectively "Registrations") identified in Schedule A attached hereto;

WHEREAS, Assignor desires to assign to Assignee all the right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby, and the Registrations, and Assignee desires to accept such assignment; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks, including the goodwill and the Registrations, to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest throughout the world in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the Registrations, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and the Registrations, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Assignee and Assignor agree that this Assignment is subject to the terms and conditions of the Purchase Agreement, that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Purchase Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms

of the Purchase Agreement, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Purchase Agreement, the Purchase Agreement shall control.

4. Assignor will, upon request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest title to the Patents in Assignee, its successors, assigns and legal representatives or nominees; and to enforce such rights in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and reasonably accessible to Assignor and, at the sole cost of Assignee, will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits which may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

6. This Assignment may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The parties hereto agree that the delivery of this Assignment by facsimile or e-mailed .pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

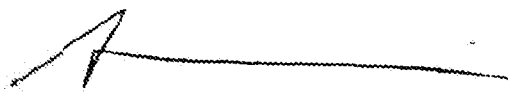
7. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment, as of the day and year first above written.

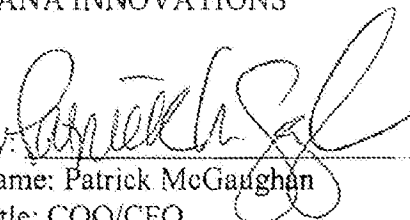
**ASSIGNOR:**

JAMES LOUDSPEAKER LLC

By:   
Name: Mark Schafle  
Title: Administrative Member

**ASSIGNEE:**

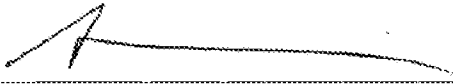
DANA INNOVATIONS

By:   
Name: Patrick McGaughan  
Title: COO/CFO

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment, as of the day and year first above written.

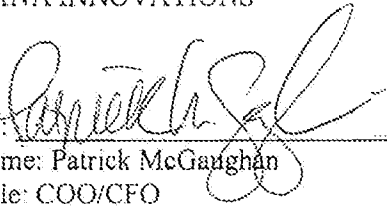
**ASSIGNOR:**

JAMES LOUDSPEAKER LLC

By:   
Name: Mark Schafle  
Title: Administrative Member

**ASSIGNEE:**

DANA INNOVATIONS

By:   
Name: Patrick McGaughan  
Title: COO/CFO

*Signature Page to Trademark Assignment*

**SCHEDULE A**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Reg. No./Serial No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>
US	James Loudspeaker	Registered	2,711,675	12/6/1999	4/29/2003
US	Small Aperture	Registered	5,254,884	11/17/2016	8/1/2017
China	James Loudspeaker	Pending	33,961,245	10/15/2018	
US	Sontech	Pending	88,418,788	5/7/2019	
US	Napa Sound Labs	Registered	88,325,182	3/4/2019	

Schedule A