

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aegisound, LLC		01/01/2018	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Gentex Corporation		
Street Address:	324 Main Street		
City:	Simpson		
State/Country:	PENNSYLVANIA		
Postal Code:	18407		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3166004	AEGISOUND	
Registration Number:	3473021	ARGONAUT	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	063758-3037		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/JCE/		
DATE SIGNED:	09/03/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (“Agreement”) is entered into as of January 1, 2018 (the “Effective Date”), by and between Aegisound, LLC, a Virginia limited liability company (“Assignor”) and Gentex Corporation, a Delaware corporation (“Assignee”).

Introduction

- A. Assignor is the owner of all right, title, and interest in and to the Intellectual Property Assets (as defined below).
- B. Assignee desires to acquire all rights in and to the Intellectual Property Assets and Assignor desires to assign such rights to Assignee.

Terms

NOW, THEREFORE, in consideration of the terms of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, and intending to be legally bound, the parties agree as follows:

1. Sale and Purchase. Assignor hereby sells, transfers and assigns to Assignee, free and clear of all claims, liens, and encumbrances, any and all of Assignor’s right, title, and interest in and to the follow assets (collectively, the “Intellectual Property Assets”):

(a) Any and all intellectual property owned by the Assignor as of the Effective Date (collectively, the “Intellectual Property”), including any and all:

(i) trademarks, service marks, trade names, business names, trade dress, logos, and slogans, including the trademark registrations set forth on Schedule A (collectively, the “Trademarks”), together with the goodwill of the business associated therewith and the portions of the business to which the Trademarks pertain;

(ii) patents and inventions (whether patentable or unpatentable and whether or not reduced to practice), including the patent applications and patents set forth on Schedule B;

(iii) copyrights and copyrightable works, including the software set forth on Schedule C;

(iv) domain names, including aegisound.com, adaptivetechinc.com, aweighted.com, aweighted.net, aweighted.org, and earshapes.com;

(iv) design rights:

(v) registrations, applications, provisionals, continuations, continuations-in-part, divisionals, extensions, re-examination certificates, post-grant review certificates, inter partes review certificates, supplemental examination certificates, re-issues, renewals,

foreign counterparts and similar rights with respect to any of the foregoing in (i) through (iv); and

(vi) confidential information and trade secrets, including ideas, source code, object code, invention disclosure statements, operating systems, databases, research and development, processes, know-how, technology, tools, methods, product road maps, technical data, designs, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals.

(b) The books and records owned by the Assignor in whatever form relating to the Intellectual Property (including, without limitation, original registration and renewal certificates);

(c) any and all contracts relating to the Intellectual Property under which a third party has an ongoing obligation to Assignor, to the extent such contracts are assignable;

(d) All marketing materials, promotional materials, data, artwork and designs relating to the goods and services sold under the Trademarks in whatever form regardless of medium (e.g., audio, visual, and print); and

(e) All rights and claims (whether known or unknown, contingent or accrued) against third parties resulting from, arising out of, or otherwise with respect to any of the assets set forth in (a) through (d) above, including the right to sue for past, present, and future infringement .

2. Governing Law; Choice of Forum. This Agreement is governed by the laws of the Commonwealth of Pennsylvania without reference to its conflict of law principles. The parties hereby consent to the jurisdiction of the courts located in the Commonwealth of Pennsylvania, in any action arising out of or relating to this Agreement, and agree that any action arising out of or relating to this Agreement shall be maintained in the same jurisdiction.

3. Integrated Agreement; Amendments and Waivers. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof or thereof, and supersedes all prior correspondence, understandings and communications between the parties hereto with respect to its subject matter. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by Assignor and Assignee, or in the case of a waiver, by the party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and all such counterparts shall together constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means (including PDF) shall be as effective as delivery of a manually executed counterpart of this Agreement.

5. Headings. The headings of the Articles and Sections are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

6. Benefits and Burdens. This Agreement is binding upon and shall inure to the benefit of the parties to this Agreement, each of their parents, subsidiaries, affiliates, licensees, successors and assigns, and their respective transferees, agents, beneficiaries, directors, employees, executors, officers, representatives, servants, attorneys, shareholders and any other person or entity acting on their behalf or in active concert with them.

7. Further Assurances. Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer of the Intellectual Property, including one or more confirmatory assignment documents suitable for recordal in the each jurisdiction where there is an application or registration.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its authorized officers or representatives, as of the Effective Date.

AEGISOUND, LLC



(Signature)

Heather M. Acker

Name

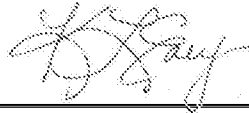
Director

Title

September 1, 2020

Date

GENTEX CORPORATION



(Signature)

Kathryn L. Eary

Name

Secretary

Title

September 1, 2020

Date

Schedule A

TRADEMARKS

Country	Mark	Registration No	Registration Date
USA	AEGISOUND	3166004	10/31/2006
USA	ARGONAUT	3473021	7/22/2008