

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Probe, Inc.		11/25/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Power Probe Group, Inc.		
Street Address:	760 CHALLENGER STREET		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4409823	SMART TIP ADVANTAGE	
Registration Number:	4370242	THE ULTIMATE CIRCUIT TESTER	
Registration Number:	3084166	POWER PROBE	
Registration Number:	4822359	HOT SHOT	
Registration Number:	4325415	THE HOOK	
CORRESPONDENCE DATA			
Fax Number:	7043321197		
<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:	7049452903		
Email:	tm@slk-law.com		
Correspondent Name:	KATHRYN A. GROMLOVITS		
Address Line 1:	101 SOUTH TRYON STREET		
Address Line 2:	SUITE 2200		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280		
ATTORNEY DOCKET NUMBER:	248316		
NAME OF SUBMITTER:	KATHRYN A. GROMLOVITS		
SIGNATURE:	/kag/		
DATE SIGNED:	12/17/2020		

CH \$140.00 4409823

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

November 25, 2020

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of the date first set forth above, is made by Power Probe, Inc., a California corporation ("Seller"), in favor of Power Probe Group, Inc., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, by and among Buyer, Seller and Jeff Whisenand, an individual and Key Shareholder to Seller, Power Probe TeK, LLC, a Delaware limited liability company, and PP Group, LLC, a California limited liability company, of even date herewith (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request,

Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

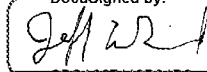
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page(s) Follow]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

POWER PROBE, INC.,
a California corporation

DocuSigned by:
By: 
Name: Jeff Whisenand
Title: Chief Executive Officer

BUYER:

POWER PROBE GROUP, INC.,
a Delaware corporation

By: _____
Name: Jackie Ip
Title: President

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

POWER PROBE, INC.,
a California corporation

By: _____
Name: Jeff Whisenand
Title: Chief Executive Officer

BUYER:

POWER PROBE GROUP, INC.,
a Delaware corporation

By:  _____
Name: Jackie Ip
Title: President

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

(See attached.)

**SCHEDULE 1.01-A
PURCHASED INTELLECTUAL PROPERTY**

Country	Mark	Status	Registration No.	Registration Date	Application No.	Priority	Filing Date
US	SMART TIP ADVANTAGE	Registered	4409823	10/1/2013	85/710,623	N/A	8/22/2012
US	THE ULTIMATE CIRCUIT TESTER	Registered	4370242	7/16/2013	85/716,669	N/A	8/29/2012
US	POWER PROBE	Registered	3084166	4/25/2006	76/615,213	N/A	10/12/2004
US	HOT SHOT	Registered	4822359	9/29/2015	85/516,815	N/A	1/14/2012
US	THE HOOK	Registered	4325415	4/23/2013	85/516,816	N/A	1/14/2012
EM	THE HOOK	Registered	011036837	12/7/2012	011036837	US4325415	7/12/2012
EM	HOT SHOT	Registered	011036522	1/9/2014	011036522	US4822359	7/12/2012
EM	POWER PROBE	Registered	010275352	1/23/2013	010275352	N/A	9/19/2011
EM	POWER PROBE	Expired	008752636	7/27/2010	008752636	N/A	11/26/2009

TRADEMARK

REEL: 007137 FRAME: 0981

RECORDED: 12/17/2020