

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638555

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900590224
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jam Industries USA, LLC		12/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CAD Audio, LLC
Street Address:	6573 Cochran Rd Building 1
City:	Solon
State/Country:	OHIO
Postal Code:	44139
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2233989	ASTATIC
Registration Number:	2238896	ASTATIC
Registration Number:	2238631	CAD
Registration Number:	2247472	EQUITEK
Registration Number:	3998722	CAD AUDIO
Registration Number:	5107705	ACOUSTI-SHIELD
Registration Number:	5784444	SESSIONS

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: 2165231500
 Email: bfriesen@mggmlpa.com
 Correspondent Name: Mansour Gavin LPA
 Address Line 1: 1001 Lakeside Ave., Suite 1400
 Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 4989-0013

NAME OF SUBMITTER:	Brendon P. Friesen
SIGNATURE:	/Brendon P. Friesen/
DATE SIGNED:	04/12/2021
Total Attachments: 8 source=IP Assignment to CAD Audio_Fully Executed (2021-01-05) 4815-7657-5446 v.2#page1.tif source=IP Assignment to CAD Audio_Fully Executed (2021-01-05) 4815-7657-5446 v.2#page2.tif source=IP Assignment to CAD Audio_Fully Executed (2021-01-05) 4815-7657-5446 v.2#page3.tif source=IP Assignment to CAD Audio_Fully Executed (2021-01-05) 4815-7657-5446 v.2#page4.tif source=IP Assignment to CAD Audio_Fully Executed (2021-01-05) 4815-7657-5446 v.2#page5.tif source=IP Assignment to CAD Audio_Fully Executed (2021-01-05) 4815-7657-5446 v.2#page6.tif source=IP Assignment to CAD Audio_Fully Executed (2021-01-05) 4815-7657-5446 v.2#page7.tif source=IP Assignment to CAD Audio_Fully Executed (2021-01-05) 4815-7657-5446 v.2#page8.tif	

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "Agreement") is entered into as of this 28th day of December, 2020, by and between **CAD Audio, LLC**, having its offices at 6573 Cochran Rd. Bldg. I, Solon, Ohio 44139 ("**Assignee**") and **Jam Industries USA, LLC**, having its notice address at 310 West Newberry Road, Bloomfield, CT 06002 ("**Assignor**") (Assignee and Assignor are collectively referred to herein as the "Parties").

WHEREAS, on October 13, 2017, the Parties entered into that certain Distribution Agreement, the terms of which are incorporated herein by this reference;

WHEREAS, in connection with the Distribution Agreement, the Parties entered into that certain IP Assignment Agreement (the "2017 IP Assignment Agreement") wherein Assignor acquired all rights, title and interest in and to the Assigned IP, as defined in the Distribution Agreement, namely all patents, trademarks, copyrights, designs, trade names, domain names, know-how and all other intellectual property, registered or unregistered, worldwide, owned or held by CAD Audio LLC or its predecessors in title (which may be referred to either as CAD Audio LLC, FBC Investment Group, Omnitronics, or Astatic) including, but not limited to, the patents listed in Schedule 1(a)(1)(A) and the trademarks listed in Schedule 1(a)(1)(B), as well as any and all intellectual property that may be created or developed by CAD Audio LLC during the course of the Distribution Agreement in connection with the Products, as defined in the Distribution Agreement; and

WHEREAS, Assignee wishes to re-acquire from Assignor, and Assignor wishes to assign to Assignee, all rights, title and interest in and to Assigned IP on the terms set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration and the sum of One Dollar (USD \$1.00), the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

1. Assignment of the Assigned IP. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Assigned IP including, without limitation, the Assigned IP identified in Schedules 1(a)(1)(A) and 1(a)(1)(B), attached hereto, together with any goodwill symbolized by or associated exclusively with such Assigned IP. Assignor's rights include, but are not limited to the following:

a. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

b. 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

c. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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. Further Actions. Following the date hereof, upon Assignee's request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 IP to Assignee, or any assignee or successor thereto. Assignee further agrees to take over any pending applications or proceedings commenced by Assignor in relation to any of the Assigned IP at its own expense.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants that (i) it has the power and authority to enter into this Agreement; (ii) that the assignment of the Assigned IP to Assignee is made free and clear of any and all liens and claims of third-parties to any rights, title and interest in and to the Assigned IP and has not otherwise assigned any of the Assigned IP to any other party; and (iii) that it has no knowledge of any claims of ongoing infringement arising out of, or relating to, the Assigned IP.

4. Representation and Warranties of Assignee. Assignee hereby represents and warrants that (i) it has the power and authority to enter into this Agreement; and (ii) it has no knowledge of any claims of ongoing infringement arising out of, or relating to, the Assigned IP.

5. Indemnification. Subject to the terms and conditions of the 2017 IP Assignment, Distribution Agreement including the representations and warranties therein, and any other terms and conditions previously agreed to by the parties, the parties agree as follows:

- a. Assignor shall indemnify, defend and hold harmless Assignee from and against any and all claims, demands, damages, causes of action, costs and expenses (including reasonable attorney fees) arising out of, or relating to, any use or ownership of the Assigned IP from the date of the 2017 IP Assignment Agreement up and to the date of this Agreement.
- b. Assignee shall indemnify, defend and hold harmless Assignor from and against any and all claims, demands, damages, causes of action, costs and expenses (including reasonable attorney fees) arising out of, or relating to, any use or ownership of the Assigned IP prior to the 2017 IP Assignment Agreement and after the date of this Agreement.

6. Entire Agreement. This Agreement, together with the Distribution Agreement and the 2017 IP Assignment Agreement, represents the entire agreement relating to the assignment of the Assigned IP from Assignor to Assignee. In the event there is a conflict between the terms of this Agreement, the Distribution Agreement and the 2017 IP Assignment Agreement, the terms of this Agreement shall control. The recitals set forth above are incorporated herein by this reference as if fully rewritten herein.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement 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.

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

9. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without regard to conflict of laws principles. If any term or condition of this Agreement is prohibited or invalidated under applicable law, the remainder of the Agreement shall remain unaffected.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

Jam Industries USA, LLC

By: 
Name: Martin Szpiro
Title: CEO

ASSIGNEE:

CAD Audio, LLC


By: F. Briggs Carr
Its: President

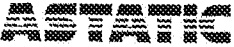


Schedule 1(a)(I)(A)



Patents

Patent No.	Country	Status	Description	Assignee/Owner
8,483,412 B2	USA	Registered 09- JUL-2013	Variable Pattern Hanging Microphone with Remote Polar Control	Jam Industries USA, LLC
8,644,529 B2	USA	Registered 04- FEB-2014	Fully Differential Low-Noise Capacitor Microphone Circuit	Jam Industries USA, LLC
8,767,980 B2	USA	Registered 01- JUL-2014	Omnidirectional Button-Style Microphone	Jam Industries USA, LLC


Schedule 1(a)(1)(B)

Trademarks

Trademark	Country	Status	Goods and Services	Owner
ASTATIC	USA	Renewed (Registered) App 75421125 App Jan 21, 1998 Reg 2233989 Reg Mar 23, 1999	INT. CL. 9 Microphones and microphone accessories; namely, stands, cords and wind screens.	Jam Industries USA, LLC
ASTATIC DESIGN 	USA	Renewed (Registered) App 75454966 App Jan 21, 1998 Reg 2238896 Reg Apr 13, 1999	INT. CL. 9 Microphones and microphone accessories; namely, stands, cords and wind screens.	Jam Industries USA, LLC
CAD Design 	USA	Renewed (Registered) App 75421126 App Jan 21, 1998 Reg 2238631 Reg Apr 13, 1999	INT. CL. 9 Microphones and microphone accessories; namely, stands, cords and wind screens.	Jam Industries USA, LLC
EQUITEK	USA	Renewed (Registered) App 75421145 App Jan 21, 1998 Reg 2247472 Reg May 25, 1999	INT. CL. 9 Microphones and microphone accessories; namely, stands, cords and wind screens.	Jam Industries USA, LLC
CAD AUDIO Design 	USA	Renewed (Registered) App 77792487 App Jul 29, 2009 Reg 3998722 Reg Jul 19, 2011	INT. CL. 9 Microphones; microphone accessories, namely, stands, mounts, cables, cords, windscreens, and filters; headphones.	Jam Industries USA, LLC
CAD AUDIO DESIGN 	European Community	Renewed (Registered) App 8464117 App Jul 31, 2009 Reg 8464117 Reg May 24 2010	INT. CL. 9 Microphones; microphone accessories, namely, stands, mounts, cables, cords, windscreens, and filters; headphones; speakers; audio speakers; audio speaker enclosures; loud speakers; audio mixers; digital vision mixers; microphone mixers; sound	Jam Industries USA, LLC

			mixers; video mixers; amplifiers; audio amplifiers; digital amplifiers; distribution amplifiers; sound amplifiers; signal processing equipment; digital signal processing equipment; parts and fittings for all of the aforesaid goods.	
ACOUSTI-SHIELD	USA	Renewed (Registered) App 86808104 App Nov 3, 2015 Reg 5107705 Reg Dec 26, 2016	INT. CL. 9 Acoustic separation units, namely, stand-mounted acoustic enclosures for musical sound recording.	Jam Industries USA, LLC
SESSIONS	USA	Renewed (Registered) App 86803149 App Oct 29, 2015 Reg 5784444 Reg Jun 25, 2019	INT. CL. 9 Headphones.	Jam Industries USA, LLC
CAD PROFESSIONAL MICROPHONES 	Brazil	Renewed (Registered) App 829431780 App Oct 18, 2007 Reg 829431780 Reg Feb 2, 2012	INT. CL. 9 Audio products or transducers and their accessories [including in the class], including microphones and their accessories [included in the class].	Jam Industries USA, LLC
ASTATIC	Canada	Renewed (Registered) App 1872091 App Dec 8, 2017 Reg 1073349 Reg Feb 24, 2020	INT. CL. 9 Microphones and microphone accessories, namely, stands, cords and wind screens	Jam Industries USA, LLC
CAD & DESIGN 	Canada	Renewed (Registered) App 1872090 App Dec 8, 2017 Reg 1073350 Reg Feb 24, 2020	INT. CL. 9 Microphones and microphone accessories, namely, stands, cords and wind screens	Jam Industries USA, LLC
CAD AUDIO & DESIGN	Canada	Renewed (Registered) App 1872089 App Dec 8, 2017	INT. CL. 9 Microphones; Microphone accessories, namely, stands, mounts,	Jam Industries USA, LLC

		Reg 1073355 Reg Feb 24, 2020	cables, cords, windscreens, and filters; headphones	
ASTATIC	China	Pending App 50557053 App Oct 20, 2020	INT. CL. 9 Digital signal processors for audio speakers; Digital signal processors; Equalisers [audio apparatus]; Audio- and video-receivers; Microphone stands; Windshield for microphones; Digital voice signal processors; Sound reproduction apparatus; Materials for electricity mains [wires, cables]; Mixing consoles; Loud speakers; Wireless speakers; Loudspeakers with built in amplifiers; Audio mixers; Sound mixers with integrated amplifiers; Electrical amplifiers for use with musical instruments; Digital amplifiers for use with musical instruments; Sound transmitting apparatus; Amplifiers; Distribution amplifiers; Electric and electronic effects units for musical instruments; Signal processors for audio speakers; Audio amplifiers; Digital amplifiers and images; Headphones; Audio speakers; Audio speaker enclosures	Jam Industries USA, LLC
CAD & DESIGN 	China	Pending App 50570181 App Oct 20, 2020	INT. CL. 9 Digital signal processors for audio speakers; Digital signal processors; Equalisers [audio apparatus]; Audio- and video-receivers; Microphone stands;	Jam Industries USA, LLC

			<p>Windshield for microphones; Digital voice signal processors; Sound reproduction apparatus; Materials for electricity mains [wires, cables]; Mixing consoles; Loud speakers; Wireless speakers; Loudspeakers with built in amplifiers; Audio mixers; Sound mixers with integrated amplifiers; Electrical amplifiers for use with musical instruments; Digital amplifiers for use with musical instruments; Sound transmitting apparatus; Amplifiers; Distribution amplifiers; Electric and electronic effects units for musical instruments; Signal processors for audio speakers; Audio amplifiers; Digital amplifiers and images; Headphones; Audio speakers; Audio speaker enclosures</p>	
<p>CAD AUDIO & DESIGN</p> 	China	<p>Pending App 46259121 App May 13, 2020</p>	<p>INT. CL. 9 Microphone stands; Windshield for microphones; Audio mixing consoles; Audio amplifiers; Microphones; Audio speakers; Audio speaker enclosures</p>	<p>Jam Industries USA, LLC</p>