CH \$165.00 42538[,]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM641286

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE CABLE CONNECTION		09/30/2016	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	NATIONWIDE TCC ACQUISITION, LLC	
Street Address:	2801 Arrowhead Drive	
City:	Carson City	
State/Country:	NEVADA	
Postal Code:	89706	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark		
Registration Number:	4253841	PULL-LOCK		
Registration Number:	2833934	ADJUST-A-JAW		
Registration Number:	3033961	ADJUST-A-BODY		
Registration Number:	3731369	INVISIWARE		
Registration Number:	3731370	ULTRA-TEC		
Registration Number:	4253840	PUSH-LOCK		

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: 303-473-2710

Email: docket@hollandhart.com

Correspondent Name: Scott S. Havlick of Holland & Hart LLP

Address Line 1: P.O. Box 8749

Address Line 2: Trademark docketing

Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:	Scott S. Havlick
SIGNATURE:	/Scott Havlick/
DATE SIGNED:	04/22/2021

Total Attachments: 5 source=TCC Assignment of Trademarks#page1.tif source=TCC Assignment of Trademarks#page2.tif source=TCC Assignment of Trademarks#page3.tif

source=TCC Assignment of Trademarks#page4.tif source=TCC Assignment of Trademarks#page5.tif

ASSIGNMENT OF TRADEMARKS AND PATENTS

ASSIGNMENT OF TRADEMARKS AND PATENTS ("Assignment") dated September 30, 2016, by and from THE CABLE CONNECTION, a Nevada corporation (the "Assignor"), in favor of NATIONWIDE TCC ACQUISITION, LLC, a Delaware limited liability company (the "Assignee").

BACKGROUND

- A. Assignor is the sole owner of the registered trademarks identified on <u>Schedule</u> "A" attached hereto and incorporated herein by reference (the "Trademarks").
- B. Assignor is the sole owner of U.S. Patent Application No. 14/671,909, filed March 27, 2015 with the United States Patent and Trademark Office, entitled "CABLE ANCHOR ASSEMBLY" (the "Patent Application").
- C. Assignor, Assignor's shareholders, and Assignee have entered into an Asset Purchase Agreement dated September 30, 2016 (the "Purchase Agreement"), pursuant to which Assignee, among other things, has agreed to purchase substantially all of the assets owned or used by Assignor in connection with its business. Capitalized terms used, but not otherwise defined herein, shall have the meaning assigned in the Purchase Agreement.
- D. In partial consideration of the assumption by the Assignee of the Assumed Liabilities (as defined in the Purchase Agreement), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Trademarks and the Patent Application in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, Assignor, intending to be legally bound, hereby agrees as follows:

AGREEMENT

- 1. <u>Incorporation of Background</u>. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Assignment as if set forth in their entirety in this Section 1.
- 2. <u>Assignment</u>. Assignor hereby sells, conveys, assigns, transfers and delivers over unto Assignee all of the right, title and interest of Assignor in, to and under (a) the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and (b) the Patent Application and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof in the United States and throughout the world (collectively, the "Rights").
- 3. <u>Further Actions</u>. From time to time after the date hereof, and without further consideration (subject to reimbursement of Assignor for reasonable out-of-pocket expenses incurred in connection with Assignor's compliance with clause (a) of this Section 3), Assignor

1

shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as Assignee, or its counsel, may reasonably request in order to permit Assignee to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringement thereof.

- 4. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, and with counterpart signature pages, including facsimile counterpart signature pages and counterpart signature pages in "portable document format" (.pdf), all of which together shall for all purposes constitute one Assignment notwithstanding that all parties have not signed the same counterpart.
- 5. <u>Successors and Assigns</u>. This Assignment, and all of the terms, covenants and provisions hereof, shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and their successors and assigns.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

THE CABLE CONNECTION

Name: Michael Kechely

Title: President

ACCEPTED BY ASSIGNEE:

NATIONWIDE TCC ACQUISITION, LLC

By: NWI TCC Holdco, LLC, its Sole Member By: Argosy NWI Holdings, LLC, its Sole Member

By____

Name: Kirk B. Griswold

Title: President & Chief Executive Officer

Signature Page to Assignment of Trademarks and Patents

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

THE CABLE CONNECTION

Name: Michael Kechely Title: President

ACCEPTED BY ASSIGNEE:

NATIONWIDE TCC ACQUISITION, LLC By: NWI TCC Holdco, LLC, its Sole Member By: Argosy NWI Holdings, LLC, its Sole Member

Title: President & Chief Executive Officer

Schedule "A"

Trademark	Jurisdiction	Serial Number	Application Date	Registration Number	Registration Date
ULTRA-TEC	U.S.A.	77752607	June 4, 2009	3731370	December 29, 2009
PUSH-LOCK	U.S.A.	85603483	April 20, 2012	4253840	December 4, 2012
PULL-LOCK	U,S.A.	85603486	April 20, 2012	4253841	December 4, 2012
INVISIWARE	U.S.A.	77752602	June 4, 2009	3731369	December 29, 2009
ADJUST-A- JAW	U.S.A.	76491005	February 19, 2003	2833934	April 20, 2004
ADJUST-A- BODY	U.S.A.	76619322	November 4, 2004	3033961	December 27, 2005
ULTRA-TEC ¹	Canada	1494744	September 3, 2010	858,178	August 20, 2013
ULTRA-TEC ²	СТМ	009361924	September 8, 2010	009361924	February 21, 2011
ULTRA-TEC ³	Mexico	1,117,522	September 6, 2010	1181192	September 27, 2010

SL1 1429665v3 032623.00078

RECORDED: 04/22/2021

 ¹ Currently registered in the name of Ultra-Tec Corporation. Assignment to Assignor in process.
² Currently registered in the name of Ultra-Tec Corporation. Assignment to Assignor in process.
³ Currently registered in the name of Ultra-Tec Corporation. Assignment to Assignor in process.