TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642809

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900601141

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lynn Electronics, LLC		03/08/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Total Cable Solutions, Inc.
Street Address:	475 VICTORY DRIVE
City:	Springboro
State/Country:	OHIO
Postal Code:	45066
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5797412	TOTAL CABLE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 4049626588

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: 202-220-1447
Email: trademarks@troutman.com
Correspondent Name: David A. Wormser
Address Line 1: 2000 K Street, NW
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	146467.000003
NAME OF SUBMITTER:	David Wormser
SIGNATURE:	/David Wormser/
DATE SIGNED:	04/28/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") is dated as of March 8, 2021 (the "**Effective Date**") and is entered into by and between Lynn Electronics, LLC, a Delaware limited liability company ("**Buyer**"), and Total Cable Solutions, Inc., a California corporation ("**Seller**"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), by and among Buyer, Seller, Lynn Electronics Holdings, LLC, a Delaware limited liability company and direct parent of Buyer, Charles Hoskins, an individual and resident of the State of Ohio, and Paul Kirk, an individual and resident of the State of California, Seller has agreed, among other things, to sell, convey, assign, transfer and deliver all of Seller's right, title and interest in and to Intellectual Property to Buyer, and Buyer has agreed to purchase the Intellectual Property pursuant to and in accordance with the terms of and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, this Agreement is being executed and delivered pursuant to Sections 2.5(g) and 2.6(e) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the undersigned parties agree as follows:

1. Definitions.

   a. "**Copyrights**" means rights arising from or in respect to copyrights and copyrightable works and registrations, applications and renewals for registration thereof, mask works and registrations and applications for registration or renewals thereof, software, data, databases and documentation including copies and tangible embodiments (in whatever form or medium) thereof whether protected, created or arising under the laws of the United States or any other jurisdiction, in each case owned by Seller.

   b. "**Patents**" means rights arising from or in respect to patents and patent applications, including continuation, divisional, continuation-in-part, reissue or reexamination patent applications and patents issuing therefrom, patent disclosures and inventions, draft patent applications and foreign versions of the foregoing whether protected, created or arising under the laws of the United States or any other jurisdiction, including as set forth on Exhibit A, in each case owned by Seller.

   c. "**Trademarks**" means rights arising from or in respect to trademarks, service marks, trade names, logos, internet domain names and corporate names (whether registered or unregistered, including any applications for registration of the foregoing), trade dress rights and general intangibles of a like nature, industrial or product designs together with all of the goodwill associated therewith, and foreign versions of the foregoing whether protected, created or arising under the laws of the United States or any other jurisdiction, including as set forth on Exhibit B, in each case owned by Seller.

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d. "**Trade Secrets**" means rights arising from or in respect to trade secrets and other confidential information including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information whether defined, protected, created or arising under the laws of the United States or any other jurisdiction, which are subject to reasonable efforts under the circumstances to maintain their secrecy and which derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use, in each case owned by Seller.

2. Patents.

a. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest in and to the Patents, including, but not limited to, renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Buyer's sole name.

b. Seller shall cooperate with Buyer in any action Buyer reasonably requests that Seller take in order to effectuate, carry out, or fulfill the parties' intent and/or Seller's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Buyer's sole discretion, to consolidate, confirm, vest and/or record Buyer's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

3. Trademarks.

a. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest in and to the Trademarks, together with the goodwill of the businesses symbolized by the Trademarks, including, but not limited to, renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Buyer's sole name.

b. Seller shall cooperate with Buyer in any action Buyer reasonably requests that Seller take in order to effectuate, carry out, or fulfill the parties' intent and/or Seller's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Buyer's sole discretion, to consolidate, confirm, vest and/or record Buyer's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices or with domain name registrars.

4. Copyrights.

a. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest, in and to all Copyrights, including, but not limited

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to, renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Buyer's sole name.

b. Seller shall cooperate with Buyer in any action Buyer reasonably requests that Seller take in order to effectuate, carry out, or fulfill the parties' intent and/or Seller's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Buyer's sole discretion, to consolidate, confirm, vest and/or record Buyer's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

5. Trade Secrets.

a. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest in and to the Trade Secrets, including, but not limited to, the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Buyer's sole name.

b. Seller agrees that, if applicable, it will reasonably assist Buyer in acquiring and maintaining any available protections for, and confirming Buyer's title to, the Trade Secrets, at Buyer's sole expense.

6. Terms of Purchase Agreement. This Agreement is being executed pursuant to the Purchase Agreement and is subject to all of the terms and conditions of the Purchase Agreement. The scope, nature, and extent of the Intellectual Property are expressly set forth in the Purchase Agreement. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will 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 Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws provisions of any jurisdiction.

8. Counterparts. This Agreement may be executed (including by facsimile or email of a .pdf attachment) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. The parties hereto may deliver this Agreement by facsimile or email of a .pdf attachment, and each party hereto shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned parties have caused this Intellectual Property Assignment Agreement to be duly executed on and as of the Effective Date.

BUYER:

LYNN ELECTRONICS, LLC

By: Andrew Panzo
Name: Andrew Panzo
Title: Vice President and Treasurer

SELLER:

TOTAL CABLE SOLUTIONS, INC.

By: _____
Name: Charles Hoskins
Title: Chief Executive Officer

[*Signature Page to Intellectual Property Assignment Agreement*]

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IN WITNESS WHEREOF, the undersigned parties have caused this Intellectual Property Assignment Agreement to be duly executed on and as of the Effective Date.

BUYER:

LYNN ELECTRONICS, LLC

By: _____
Name: Andrew Panzo
Title: Vice President and Treasurer

SELLER:

TOTAL CABLE SOLUTIONS, INC.

By: DocuSigned by: 9990920FF9FA4D8... _____
Name: Charles Hoskins
Title: Chief Executive Officer

[*Signature Page to Intellectual Property Assignment Agreement*]

Exhibit A

Patents

Title	Patent No.	Issue Date
Enclosure with Removable Frame	10,274,690	April 30, 2019

Exhibit B

Trademarks

Registered Trademark

Mark	Registration No.	Registration Date
TOTAL CABLE SOLUTIONS	5,797,412	July 9, 2019

Unregistered Trademark