

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652562

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/02/2020
<b>RESUBMIT DOCUMENT ID:</b>	900611147

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TESSCO Communications Inc.		06/08/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Voice Comm, LLC
<b>Street Address:</b>	80 Twinbridge Drive
<b>City:</b>	Pennsauken
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08110
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	3794026	VENTEV

## 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.*

**Email:** jessica.kraver@katten.com  
**Correspondent Name:** Jessica G. Kraver  
**Address Line 1:** 575 Madison Avenue  
**Address Line 2:** c/o Katten Muchin Rosenman LLP  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	394356-00017
<b>NAME OF SUBMITTER:</b>	Jessica G. Kraver
<b>SIGNATURE:</b>	/Jessica G. Kraver/
<b>DATE SIGNED:</b>	06/08/2021

## Total Attachments: 4

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This *Nunc Pro Tunc* Trademark Assignment (this “**Assignment**”), effective as of December 2, 2020, is made and entered into by and between Voice Comm, LLC, a Delaware limited liability company (“**Assignee**”), located at 80 Twinbridge Drive, Pennsauken, NJ 08110, and TESSCO Communications Incorporated, a Delaware corporation (“**Assignor**”), located at 11126 McCormick Road, Hunt Valley, MD 21031.

WHEREAS, Assignor is the record owner of the VENTEV mark registered with the United States Patent and Trademark Office as Registration No. 3,794,026 for various goods;

WHEREAS, Assignor, Tessco Technologies Incorporated, and Tessco Incorporated (collectively “**Sellers**”) on the one hand, and Assignee, on the other hand, have executed an Inventory Purchase Agreement dated as of October 28, 2020 and a Bill of Sale, Assignment and Assumption Agreement dated as of December 2, 2020, (collectively the “Purchase Agreements”);

WHEREAS, under the terms of the Purchase Agreements, Sellers conveyed, transferred, and assigned to Assignee, among other assets, certain Ventev Mobile Intellectual Property (as defined in the Purchase Agreements), including the VENTEV mark in connection with the goods identified on Exhibit A (the “**VC Goods**”);

WHEREAS, Assignor filed a Section 7 request to amend the Certificate of Registration for U.S. Trademark Registration No. 3,794,026 for VENTEV to separate the VC Goods, and Assignee will file a request to divide U.S. Trademark Registration U.S. Trademark Registration No. 3,794,026 for VENTEV covering only the VC Goods (the “**Trademark**”); and

WHEREAS, Assignor has agreed to execute and deliver this *Nunc Pro Tunc* Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, the parties agree as follows:

1. *Nunc Pro Tunc* Assignment. Subject to the terms and conditions of the Purchase Agreements, Assignor hereby irrevocably conveys, transfers, and assigns, *nunc pro tunc*, to Assignee the Trademark and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark, including, without limitation, 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, 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 Trademark to Assignee.

3. Terms of the Purchase Agreements. The Assignee and Assignor acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreements, to which reference is made for a further statement of the rights and obligations of Sellers and Assignee with respect to the Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreements 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 Purchase Agreements and the terms hereof, the terms of the Purchase Agreements shall govern.

4. Counterparts. This Assignment may be executed and delivered in 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 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 Assignment.

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

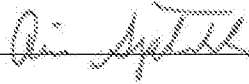
6. Governing Law; Venue. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the Laws of the State of Delaware, without giving effect to provisions thereof or of any other jurisdiction regarding conflict of laws. Each of the Parties irrevocably consents to the exclusive jurisdiction and venue of the Chancery Court of the State of Delaware or, if such court does not have jurisdiction, the United States District Court for the District of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this *Nunc Pro Tunc* Trademark Assignment to be executed by a duly authorized officer, as of the below date.

**ASSIGNOR:**

**TESSCO Communications Incorporated**

By:  \_\_\_\_\_

Name: Aric Spitulnik

Title: Chief Financial Officer

Date: June 8, 2021

**EXHIBIT A**

<b>Mark</b>	<b>Country</b>	<b>Goods/Services</b>
VENTEV	U.S.	HEADSETS FOR USE WITH MOBILE PHONES, PHONE CARRYING CASES AND PHONE HOLSTERS, BATTERIES FOR MOBILE PHONES, BATTERY CHARGERS FOR MOBILE PHONES, POWER ADAPTERS FOR MOBILE PHONES