

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652965

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AIWA Corporation		06/07/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AIWA HOLDINGS, LLC		
<b>Street Address:</b>	5455 Wilshire Blvd.		
<b>Internal Address:</b>	Suite1410		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90036		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4685532	AIWA	
<b>Registration Number:</b>	5521299	AIWA	
<b>Registration Number:</b>	5521300	AIWA	
<b>Serial Number:</b>	90001760	AIWA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3103107989		
<b>Email:</b>	jeff@finniplaw.com		
<b>Correspondent Name:</b>	Jeffrey Finn		
<b>Address Line 1:</b>	11400 W Olympic Boulevard		
<b>Address Line 2:</b>	9th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>ATTORNEY DOCKET NUMBER:</b>	AIWA0101A		
<b>NAME OF SUBMITTER:</b>	Jeffrey Finn		
<b>SIGNATURE:</b>	/jeffrey finn/		
<b>DATE SIGNED:</b>	06/09/2021		

OP \$115.00 4685532

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "*Assignment*") is made and entered into as of this 7th day of June, 2021 (the "*Effective Date*"), by the undersigned, not in his individual capacity but solely in his capacity as the court appointed receiver concerning **AIWA CORPORATION**, a Delaware corporation ("*Assignor*"), in favor of **AIWA HOLDINGS, LLC**, a California limited liability company ("*Buyer*"). Buyer and Assignor are referred to collectively herein as the "*Parties*."

### RECITALS

**WHEREAS**, the Parties entered into that certain Asset Purchase Agreement dated as June 7, 2021 (the "*Purchase Agreement*") pursuant to which Assignor sold, transferred and conveyed all right, title and interest in and to the Acquired Assets on the terms and conditions as set forth in the Purchase Agreement. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to sell, assign and transfer all of right, title and interest in and to all of the Acquired Assets to Buyer, including, without limitation, all Marks and Intellectual Property Rights in connection therewith, free and clear of any Security Interests pursuant to the terms and conditions of the Purchase Agreement.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the foregoing and of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, agreeing to be legally bound, agree as follows:

1. Pursuant to the Purchase Agreement, Assignor hereby perpetually, irrevocably and unconditionally conveys, transfers, assigns, delivers and contributes to Assignee and its successors and assigns the entire worldwide right, title and interest of whatever kind to the Marks, including, without limitation, those Marks as set forth on **Schedule 1** attached hereto, including, without limitation, (a) all filings and registrations associated with the Marks as set forth on **Schedule 1**, (b) all common law rights, along with the goodwill of the business symbolized by the Marks, (c) all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings, (d) inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items, (e) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features, and (f) all rights in, arising out of, or associated with the Marks in any jurisdiction, including without limitation: rights in, arising out of, or associated with trademarks, and further including, without limitation, all rights granted under the Lanham Act.

2. Without limiting the generality of the foregoing, Assignor further hereby perpetually, irrevocably and unconditionally conveys, transfers, assigns, delivers and contributes to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the rights set forth above included in the Marks, including, without limitation, all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Closing Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to

enforce all rights of attribution and integrity and other moral rights of any author associated with the Marks and other Acquired Assets, and all rights of personality, privacy and publicity associated with the Marks and other Acquired Assets, that Assignor may have in the Assigned Assets, including, without limitation, in the Marks.

3. Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office as well as any other registry or filing office of any country or agency so as to establish Assignee as the owner of record of the Marks, and in connection therewith, Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country registry, agency or filing office empowered to issue trademarks, to record this Assignment Agreement, and to issue or transfer the said trademark record(s) to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of this Assignment.

4. Assignor hereby appoints Assignee and its successors and assigns as Assignor's attorney-in-fact with full power of substitution (without imposing any obligations on Assignee), to perform all acts which Assignee deems appropriate to perpetually, irrevocably and unconditionally convey, transfer, assign, deliver and contribute to Assignee and its successors and assigns all rights in and to the Marks as set forth herein, including, without limitation, the power to execute, file, record and deliver all documents, instruments, certificates, agreements, transfer documents, transfer powers and/or other third party consents required to transfer the Marks. The power of attorney granted herein is coupled with an interest and is irrevocable.

5. Assignor further hereby revokes all previous powers of attorney related to the Marks and hereby appoints Assignee with full power of substitution and revocation vested in Assignee to prepare and execute on Assignor's behalf, any documents, instruments, certificates or agreements necessary or required by the United States Patent and Trademark Office as well as any other agency, registry or filing office of any country in connection with and to demonstrate Assignor's consent to use, register and/or attempt to register the Marks, including, without limitation, the trademarks as set forth on **Schedule 1** and all rights conveyed hereby in connection therewith, by Assignee and its successors and assigns.

6. Assignor further agrees, at the reasonable request of Assignee, to promptly (a) execute and have executed any and all other documents, instruments, certificates or agreements of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and conditions and intent of this Assignment, and (b) fully cooperate with Assignee as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office as well as any other agency, registry or filing office of any country so as to establish Assignee as the owner of record of the Marks and that Assignee's ownership of the Marks is duly made of record.

7. This Assignment shall be binding upon Assignor and inure to the benefit of Assignee and its successors and assigns.

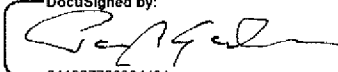
8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall represent one and the same instrument. For purposes hereof, electronic (email) and facsimile signature pages shall be deemed originals.

9. This Assignment is entered into and subject to the terms and conditions of the Purchase Agreement. This Agreement shall not be deemed to supersede or modify any of the provisions of the Purchase Agreement, and the representations and warranties contained in the Purchase Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein. In the event of any conflict between this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWING]**

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the date first hereinabove written.

**ASSIGNOR:**

DocuSigned by:  
  
211237728084431

**PASCAL GARBANI**, not in his individual capacity but solely in his capacity as the court appointed receiver over specific assets of **AIWA CORPORATION**, a Delaware corporation

**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT**

**SCHEDULE 1**  
**List of Marks**

**UNITED STATES**

Mark	Class(es)	Filing Date Serial #	Date Issued Registration #	Status § 8 Due § 15 Due Renewal Due
<b>aiwa</b>	9	Jan. 23, 2017 87/977,686	Jul. 17, 2018 5,521,299	Registered § 8 Due & § 15 Due Jul. 17, 2024
AIWA	9	Jan. 11, 2017 87/977,687	Jul. 17, 2018 5,521,300	Registered § 8 Due & § 15 Due Jul. 17, 2024
AIWA	9	Aug. 22, 2013 86/044,675	Feb. 10, 2015 4,685,532	Registered Renewal Due Feb. 10, 2025
AIWA	7, 11	Jun. 15, 2020 90/001,760		Suspended

**Foreign Jurisdictions**

Country	Mark	Class	Filing Date Serial #	Date Issued Registration #	Status Renewal Due

EUTM	AIWA	37	18-Jun-2020 018256222	1-Feb- 2021 018256222	Registered Next Renewal Due 18-Jun-2030
EUTM	AIWA	9	30-Oct-2015 014755037	01-Mar 2016 14755037	Registered Next Renewal Due 30-Oct-2025
Poland	AIWA	9	17-May-2018 Z.486037		Published
United Kingdom	AIWA	37	18-Jun-2020 UK00003502011	18-Jun-20 UK0000350201 1	Registered Next Renewal Due 18-Jun-2030
United Kingdom	AIWA	9	11-Jul-2017 00003242803	11-Jul-2017 00003242803	Registered Next Renewal Due 11-Jul-2027
United Kingdom (Brexit)	AIWA	9	30-Oct-2015 UK00914755037	01-Mar 2016 UK0091475503 7	Registered Next Renewal Due 30-Oct-2025
France	AIWA	9	18-Aug-2017 4383190	08-Dec-2017 4383190	Registered First Renewal Due 18-Aug-2027
Spain	AIWA	9	17-Aug-2017 M3679799	15-Feb-2018 M3679799	Registered First Renewal Due 17-Aug-2027
Czech Republic	AIWA	9	06-Mar-2018 546288	14-Nov-2018 369586	Registered First Renewal Due 06-Mar-2028



Czech Republic	AIWA	9	31-Jan-2018 545497		Pending
Sweden	AIWA	9	04-Jan-2018 2018-00063	31-Aug-2020 551576	Registered First Renewal Due 31-Aug-2030
WIPO <u>Granted</u> <u>Designated</u> <u>Countries:</u> Armenia, Benelux, Croatia, Hungary, Lichtenstein, Lithuania, Latvia, Moldova, Monaco, Norway, Portugal, Romania, Serbia, Slovenia, Slovakia	AIWA	9	18-Aug-2016 1320682	18-Aug-2016 1320682	Registered First Renewal Due 18-Aug-2026