

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM657668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATEL, Inc.		10/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Data Device Corporation		
Street Address:	105 Wilbur Pl		
City:	Bohemia		
State/Country:	NEW YORK		
Postal Code:	11716		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90101623	D	
Serial Number:	90101606	DATEL	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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>			
Phone:	216-696-3898		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	Patrick F. Clunk c/o-Tucker Ellis LLP		
Address Line 1:	950 Main Avenue		
Address Line 2:	Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
ATTORNEY DOCKET NUMBER:	018028-000020 & 21		
NAME OF SUBMITTER:	Patrick F. Clunk		
SIGNATURE:	/Patrick F. Clunk/		
DATE SIGNED:	07/02/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) is entered into and is effective as of October 1, 2020 (the “**Effective Date**”), by and between DATEL, Inc., a Delaware corporation having a place of business at 120 Forbes Boulevard, Suite 125, Mansfield, MA 02048 (the “**Assignor**”), and Data Device Corporation, a Delaware corporation having its principal place of business at 105 Wilbur Pl Bohemia, NY 11716 (the “**Assignee**”).

The Assignor hereby transfers and assigns to Assignee, effective as of the Effective Date, all worldwide right, title, and interest in and to the trademarks, trade names, service marks, applications and registrations described in Appendix A, which is attached hereto and is incorporated by reference herein, and the goodwill of the business associated therewith (collectively, the “**Marks**”).

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee, as of the Effective Date, all of its right, title, and interest in and to the Marks, free and clear of all liens and encumbrances, except for only permitted liens and encumbrances agreed upon by the parties and contemplated in the Asset Purchase Agreement being concurrently executed herewith, together with all of the goodwill of the business associated with and symbolized by such Marks, the applications and registrations therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office or in any foreign jurisdiction.

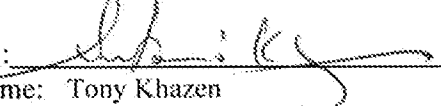
After the Effective Date, at the request of the Assignee and at the Assignee’s expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee’s title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns and inures to the benefit of the Assignee and its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Trademark Assignment as of the Effective Date.

DATEL, INC.

By: 
Name: Tony Khazen
Title: President

DATA DEVICE CORPORATION

By: _____
Name: Rodrigo Rubiano
Title: President

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Trademark Assignment as of the Effective Date.


DATEL, INC.

By: _____

Name:

Title:

DATA DEVICE CORPORATION

By:  _____

Name: Rodrigo Rubiano

Title: President

[Signature page to Trademark Assignment]

APPENDIX A TO TRADEMARK ASSIGNMENT

Mark	Country	Reg. Date	Reg. No.	Status	Deadline
D LOGO	United States	11/22/1988	1513352	See Footnote 1	
DATEL	United States	1/14/1986	1,377,905	See Footnote 2	
DATEL	Canada	8/30/1996	TMA462,014	Active	8/30/2026
DATEL	Singapore	10/31/1986	T86/04966J	Active	10/31/2023
D LOGO	Canada	6/13/1993	413865	Active	6/25/2023
D LOGO	Japan	12/25/1992	2486971	Active	12/24/2022
DATEL	International Protocol (Madrid)	5/12/1992	R387708	Active	5/12/2022
D LOGO	China	4/20/1992	591705	Active	4/19/2022
DATEL	China	4/20/1992	591706	Active	4/19/2022
DATEL	France	2/12/1982	1195363	Active	2/12/2022
D LOGO	Hong Kong	10/26/1992	199204318	Active	12/28/2021
D LOGO	Israel	12/5/1990	78356	Active	12/5/2021
DATEL	Israel	5/31/1991	64829	Active	11/7/2021
DATEL	Russian Federation	10/7/1991	99470	Active	2/19/2021
D LOGO	France	12/10/1990	1632162	Active	12/31/2020
D LOGO	Germany	4/14/1992	2012666	Active	12/31/2020
D LOGO	Italy	8/7/2003	1400478	Active	12/20/2020
D LOGO	Benelux	7/12/1990	493784	Active	12/7/2020
D LOGO	Switzerland	12/5/1990	386835	Active	12/5/2020
D LOGO	Greece	9/21/1990	100748	Expired	
DATEL	Greece	9/21/1990	100747	Expired	
D LOGO	Norway	3/3/1988	131792	Expired	
D LOGO	Finland	5/20/1988	101702	Expired	
D LOGO	Singapore	12/22/1990	T90/08647H	Expired	
D LOGO	United Kingdom	12/19/1990	1451320	Expired	
DATEL	Japan	11/13/1987	1311125	Expired	
D LOGO	India	10/27/1986	462246B	Expired	
DATEL	India	10/27/1986	462247	Expired	

Footnote 1: U.S. Registration Serial No. 1513352 was abandoned for failure to file the so-called Declaration of Use and Application for Renewal under Sections 8 and 9 of the Trademark Act by the May 22, 2019 deadline. Seller has filed a

trademark application for the same D Logo (stylized mark) with the U.S. PTO on August 8, 2020 and been assigned Serial No. 90101623, but has not yet received an Office Action.

Footnote 2: U.S. Registration Serial No. 1,377,905 was abandoned on March 20, 2020 for failure to file the so-called Declaration of Use and Application for Renewal under Sections 8 and 9 of the Trademark Act by the deadline. Seller has filed a trademark application for the same DATEL mark with the U.S. PTO on August 8, 2020 and been assigned Serial No. 90101606, but has not yet received an Office Action