

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687195

<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 Holdings, LLC		10/27/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aiwa Corporation		
<b>Street Address:</b>	965 West Chicago Avenue		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60642		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5521299	AIWA	
<b>Registration Number:</b>	5521300	AIWA	
<b>Registration Number:</b>	4685532	AIWA	
<b>Serial Number:</b>	90001760	AIWA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123368001		
<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>	2123368000		
<b>Email:</b>	ptodocket@arelaw.com		
<b>Correspondent Name:</b>	Douglas A. Miro, Esq.		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 2:</b>	21st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Douglas A. Miro, Esq.		
<b>SIGNATURE:</b>	/Douglas A. Miro, Esq./		
<b>DATE SIGNED:</b>	11/10/2021		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this 27<sup>th</sup> day of October, 2021 (the "Effective Date"), by **AIWA HOLDINGS, LLC**, a California limited liability company ("Assignor"), in favor of **AIWA CORPORATION**, a Delaware corporation ("Assignee"). Assignee and Assignor are referred to collectively herein as the "Parties."

### RECITALS

**WHEREAS**, on June 7, 2021, Assignor received an executed assignment of right, title and interest in and to all trademarks relating to the Aiwa brand and the business operations of the Assignee (collectively, the "Marks") and all associated intellectual property rights (the "Intellectual Property Rights") in connection with the proposed sale of the Assignors operating assets in the context of Texas state-court receivership case (the "Texas Case").

**WHEREAS**, on June 22, 2021 (the "Petition Date"), the Assignee filed a voluntary petition for bankruptcy protection in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court").

**WHEREAS**, on July 28, 2021, the Bankruptcy Court entered a memorandum opinion, determining that the proposed sale in the Texas Case and the assignment of the Marks and Intellectual Property Rights had not yet been effectuated as of the Petition Date and belong to the Assignee's bankruptcy estate.

**WHEREAS** Assignor now wishes to convey, assign and transfer all of right, title and interest in and to the Marks and Intellectual Property Rights, to the Assignee subject to any and all existing liens, claims, encumbrances, and/or interests, to the extent existing on, or prior to, June 7, 2021 (collectively, "Interests").

### 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. 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, if any, 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 date of this Assignment 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 all rights of personality, privacy and publicity associated with the Marks, that Assignor may have 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), solely 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, but without expense to Assignor, 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. Notwithstanding anything contained herein to the contrary, Assignor is not waiving, and shall not be deemed to have waived, any claim (as defined in the United States Bankruptcy Code) or Interests with respect to the Marks, the Intellectual Property Rights, the Assignee, the Assignee's bankruptcy case, the Texas Case, or otherwise.

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

9. 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.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

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

ASSIGNOR:

BY: \_\_\_\_\_  
ITS: *President*

**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>		Jan. 23, 2017 87/977,686	Jul. 17, 2018 5,521,299	Registered §8 & §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
AWA	7, 11	June 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-2020 UK00003502011	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	1-March- 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	AWA	9	06-Mar-2018 546288	14-Nov-2018 369586	Registered First Renewal Due 06-Mar-2028

Czech Republic	AWA	9	31-Jan-2018 545497		Pending
Sweden	AIWA	9	04-Jan-2018 2018-00063	3 1-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