

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695781

|                                   |  |                       |                       |
|-----------------------------------|--|-----------------------|-----------------------|
| <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>    |
| MAXXSONICS USA, INC.              |  | 11/12/2021            | Corporation: ILLINOIS |
| <b>RECEIVING PARTY DATA</b>       |  |                       |                       |
| <b>Name:</b>                      | MAXXSONICS, LLC                                    |                       |                       |
| <b>Street Address:</b>            | 900 N. MICHIGAN AVENUE #1100                       |                       |                       |
| <b>City:</b>                      | CHICAGO  |                       |                       |
| <b>State/Country:</b>             | ILLINOIS   |                       |                       |
| <b>Postal Code:</b>               | 60611  |                       |                       |
| <b>Entity Type:</b>               | Limited Liability Company: DELAWARE                |                       |                       |
| <b>PROPERTY NUMBERS Total: 24</b> |  |                       |                       |
| <b>Property Type</b>              | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>       | 2792058  | MAXXSONICS            |                       |
| <b>Registration Number:</b>       | 1233430  | HIFONICS              |                       |
| <b>Registration Number:</b>       | 2391500  | CRUNCH                |                       |
| <b>Registration Number:</b>       | 2391501  | HIFONICS              |                       |
| <b>Registration Number:</b>       | 2058189  | STREET MACHINE        |                       |
| <b>Registration Number:</b>       | 2277393  | SUPER SPORT           |                       |
| <b>Registration Number:</b>       | 1889703  | THE MEAN MACHINE      |                       |
| <b>Registration Number:</b>       | 3100598  | ULTRA D-CLASS         |                       |
| <b>Registration Number:</b>       | 3112098  | BRUTUS                |                       |
| <b>Registration Number:</b>       | 3202106  | GOLIATH               |                       |
| <b>Registration Number:</b>       | 2793944  | M                     |                       |
| <b>Registration Number:</b>       | 3318379  | POWERED BY MAXXSONICS |                       |
| <b>Registration Number:</b>       | 3335325  | POWER FROM THE GODS   |                       |
| <b>Registration Number:</b>       | 3824915  | ZEUS                  |                       |
| <b>Registration Number:</b>       | 3809649  | AUTOTEK               |                       |
| <b>Registration Number:</b>       | 4593309  | MAXXLINK              |                       |
| <b>Registration Number:</b>       | 4237646  | SUPER D-CLASS         |                       |
| <b>Registration Number:</b>       | 1905485  | MB QUART              |                       |
| <b>Registration Number:</b>       | 1905486  | MB QUART              |                       |

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| Property Type        | Number   | Word Mark  |
|----------------------|----------|------------|
| Registration Number: | 3662441  | WIDESPHERE |
| Registration Number: | 5077808  | COLOSSUS   |
| Registration Number: | 5240308  | THOR       |
| Serial Number:       | 88831595 | MAXXSONICS |
| Serial Number:       | 88982758 | MAXXSONICS |

**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.*

**Phone:** 312-551-8300

**Email:** ipdocket@pfs-law.com

**Correspondent Name:** PATZIK, FRANK & SAMOTNY LTD.

**Address Line 1:** 200 S. WACKER DRIVE, SUITE 2700

**Address Line 4:** CHICAGO, ILLINOIS 60606

|                           |                   |
|---------------------------|-------------------|
| <b>NAME OF SUBMITTER:</b> | Scott W. Smilie   |
| <b>SIGNATURE:</b>         | /Scott W. Smilie/ |
| <b>DATE SIGNED:</b>       | 12/17/2021        |

**Total Attachments: 26**

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## **TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of November 12, 2021, by and between Maxxsonics USA, Inc., an Illinois corporation ("Assignor"), and Maxxsonics, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms not otherwise defined in this Trademark Assignment will have the meanings given to such terms in the Purchase Agreement (as defined herein).

### **Recitals:**

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of the same date hereof (the "Purchase Agreement"), pursuant to which Seller agrees to sell, assign, transfer, convey and deliver to Buyer, and Buyer agrees to purchase, acquire and receive from Seller, the Purchased Assets.

WHEREAS, the execution and delivery of this Trademark Assignment by Assignor and Assignee is a condition to the obligations of the parties to the Purchase Agreement to consummate the transactions contemplated by the Purchase Agreement.

WHEREAS, Assignor now desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, any of the foregoing listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized thereby; and any renewals thereof; and all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto (collectively, the "Trademarks").

NOW THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, transfers, assigns, and conveys to Assignee all of its respective worldwide right, title and interest in and to the Trademarks, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

2. Further Action. Assignor agrees without charge to Assignee but at Assignee's expense to execute and deliver to Assignee such instruments necessary or proper to perfect the

above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee, at Assignee's expense, in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

3. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof, to Assignee, its successors and/or assigns.

4. Inconsistencies. To the extent that any provision of this Trademark Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement will control. Nothing in this Trademark Assignment is intended to supersede any of the terms, agreements, representations or warranties of the parties set forth in the Purchase Agreement.

5. Counterparts. This Trademark Assignment may be executed in two or more counterparts (including via facsimile, e-mail or other electronic means), each of which will be deemed an original, but all of which together will constitute one and the same agreement.


6. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

*[Signature page follows]*

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed as of the date first written above.

**Assignor:**

MAXXSONICS USA, INC.

  
\_\_\_\_\_  
By: Alden Stiefel  
Title: President and Chief Executive Officer

**Assignee:**

MAXXSONICS, LLC

\_\_\_\_\_  
By: Adam Pollet  
Title: Manager

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed as of the date first written above.


**Assignor:**

MAXXSONICS USA, INC.

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

**Assignee:**

MAXXSONICS, LLC

  
By: Adam Pollet  
Title: Manager