

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orgin Acoustics, LLC		06/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dana Innovations		
Street Address:	991 Calle Amanecer		
City:	San Clemente		
State/Country:	CALIFORNIA		
Postal Code:	92673		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4067342	SONARRAY	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	13105513450		
Email:	efiling@knobbe.com		
Correspondent Name:	Jonathan Hyman		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Jonathan A. Hyman		
SIGNATURE:	/jhh/		
DATE SIGNED:	06/06/2022		
Total Attachments: 2			
source=SonArray Assignment from Orgin to Dana#page1.tif			
source=SonArray Assignment from Orgin to Dana#page2.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (hereinafter referred to as "Assignment") is effective as of the 6 day of June, 2022 (the "Effective Date"), by and between Origin Acoustics, LLC, a Delaware limited liability company, having a place of business at 6975 S. Decatur Blvd, Suite 140, Las Vegas, NV 89118 (hereinafter referred to as "ASSIGNOR"), and Dana Innovations, a California corporation, having a place of business at 991 Calle Amanecer, San Clemente, CA 92673 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has or had adopted, used, is using, and is or was, to the best of its knowledge and belief, the owner of the trademarks listed in Exhibit 1, attached hereto and incorporated by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter referred to as the "Trademarks");

WHEREAS, ASSIGNOR has and had acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the trademark registration listed in Exhibit 1, attached hereto and incorporated by this reference (hereinafter referred to as the "Registration");

WHEREAS, ASSIGNEE desires to acquire all worldwide rights, title, and interest in and to the Trademarks, Registration, and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all worldwide rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Registration, and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, sells, transfers and conveys to ASSIGNEE all worldwide rights, title and interest as ASSIGNOR may possess in and to the Trademarks, including the Registration; any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks; and any and all other rights appurtenant thereto, including but not limited to, any and all common law rights, causes of action, the right to recover for past infringement, and all other associated goodwill, which is ongoing and existing, concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain.

ASSIGNOR represents and warrants that it has ceased any use of the SONARRAY mark as of the Effective Date of the Assignment and there are no outstanding claims, commitments, or agreements relating to the ASSIGNOR's SONARRAY products.

ASSIGNOR shall indemnify ASSIGNEE and its affiliates, successors and assigns and all directors, officers, employees, agents and representatives of the foregoing (collectively, "ASSIGNEE Indemnitees") against all claims, demands, suits, judgments, losses, liabilities, damages, actions, causes of action brought by third parties (including settlements entered into in good faith with ASSIGNOR's consent, not to be unreasonably withheld) and costs or expenses (including reasonable attorneys' fees) arising out of any breach of any of its representations, warranties or covenants hereunder, or any marketing, promotion, offering or sale of the ASSIGNOR's SONARRAY products and/or arising out of ASSIGNOR's activities prior to the Effective Date of this Assignment, including, ASSIGNOR's negligent acts or omissions or arising from personal injury, property damage, or any infringement of any rights of any other person by offering and sale of the ASSIGNOR SONARRAY products or their failure to comply with applicable laws and standards. ASSIGNOR and ASSIGNEE agree to give each other prompt written notice of any claim or suit which may arise under the indemnity provisions set forth in this Section. Notwithstanding the foregoing, ASSIGNOR shall not be liable for any claims, demands, suits, judgments, losses, liabilities, damages, actions, causes of action brought by third parties and costs or expenses (including reasonable attorneys' fees) arising out of any

breach of any of ASSIGNEE's representations, warranties or covenants hereunder, or any marketing, promotion, offering or sale of the ASSIGNEE's SONARRAY products and/or arising out of ASSIGNEE's activities hereunder, including, ASSIGNEE's negligent acts or omissions or arising from personal injury, property damage, or any infringement of any rights of any other person by offering and sale of the ASSIGNEE's SONARRAY products or its failure to comply with applicable laws and standards.

FOR ASSIGNOR:
ORIGIN ACOUSTICS, LLC

By: *Nick C. Berry*
 Name: NICK C. BERRY
 Title: CEO
 Date: 6/6/22

FOR ASSIGNEE:
DANA INNOVATIONS

By: *Patrick McGaughan*
 Name: Patrick McGaughan
 Title: COO/CO
 Date: 6/6/2022

Exhibit 1

Trademarks

SONARRAY

SONARRAY

Registration

MARK	Reg. No.	Goods
SONARRAY	4067342	9: Loudspeakers and audio systems comprising of full range speakers, sub-woofers and amplifier

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