

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LYNN ELECTRONICS, LLC		06/10/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PLATINUM TOOLS, LLC		
Street Address:	2450 TURQUOISE CIRCLE		
City:	NEWBURY PARK		
State/Country:	CALIFORNIA		
Postal Code:	91320		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97008421	LYNN ELECTRONICS	
Serial Number:	85381516	OPTILINK	
Serial Number:	87940743	TOTAL CABLE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	803-799-2000		
Email:	ip@nelsonmullins.com, christine.plaisted@nelsonmullins.com		
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP		
Address Line 1:	ONE WELLS FARGO CENTER, SUITE 2300		
Address Line 2:	301 SOUTH COLLEGE STREET		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Nichole T. Hayden		
SIGNATURE:	/Nichole T. Hayden/		
DATE SIGNED:	06/14/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Intellectual Property Assignment**”), effective as of June 10, 2022, is made by and between Lynn Electronics, LLC, a Delaware limited liability company (“**Assignor**”), and Platinum Tools, LLC, a California limited liability company (“**Assignee**”). Assignor and Assignee are each referred to herein individually as a “**Party**” and collectively, as the “**Parties**.”

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated June 10, 2022, by and among Assignor, Assignee, and Lynn Electronics Holdings, LLC (the “**Asset Purchase Agreement**”), Assignor has agreed to sell and Assignee has agreed to purchase the Acquired Assets from the Assignor; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property as described in Schedule A attached hereto.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

2. Assignment. Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to all Intellectual Property owned by or licensed to Assignor and all registrations and applications for registrations of such Intellectual Property, including the Intellectual Property identified on Schedule A (collectively, the “**Assigned Property**”), together with the goodwill of the Business symbolized by the Assigned Property, and together with all of such Assignor’s right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Assigned Property, which right, title and interest is being assigned free and clear of all Liens other than Permitted Exceptions, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Use. Assignor shall not directly or indirectly, challenge Assignee’s ownership of or right to use any of the Assigned Property. Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between Assignor and Assignee or is confusingly similar to any of the Assigned Property.

4. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignor and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.

5. No Additional Representations. This Intellectual Property Assignment is subject in all respects to the provisions of the Asset Purchase Agreement. This Intellectual Property Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or

remedy created by the Asset Purchase Agreement or any ancillary agreement thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this Intellectual Property Assignment and the Asset Purchase Agreement, the terms and conditions set forth in the Asset Purchase Agreement shall control.

6. Modification. This Intellectual Property Assignment may not be modified except by a writing executed by all the Parties hereto.

7. Assignment. The terms of this Intellectual Property Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and each of their respective successors and permitted assigns.

8. Governing Law. This Intellectual Property Assignment and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters.

9. Headings. The paragraph headings in this Intellectual Property Assignment are for convenience only and such headings form no part of this Intellectual Property Assignment and shall not affect its interpretation.

10. Execution in Counterparts. This Intellectual Property Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Intellectual Property Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. A signed copy of this Intellectual Property Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.


11. Filing. Assignor hereby agrees that this Intellectual Property Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Intellectual Property and all applications and registrations therefore.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered by the Parties as of the date set forth above.

ASSIGNOR:

LYNN ELECTRONICS, LLC

By:  _____
Name: Andrew Panzo
Title: Vice President and Treasurer

ASSIGNEE:

PLATINUM TOOLS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered by the Parties as of the date set forth above.

ASSIGNOR:

LYNN ELECTRONICS, LLC

By: _____
Name: Andrew Panzo
Title: Vice President and Treasurer

ASSIGNEE:

PLATINUM TOOLS, LLC

By: _____
Name: Mike Pruss
Title: Chief Financial Officer

DocuSigned by:
Mike Pruss
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[Signature Page to Intellectual Property Assignment]