

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I3 ELECTRONICS, INC.		06/12/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	TTM Technologies North America, LLC		
Street Address:	1665 SCENIC AVENUE		
Internal Address:	SUITE 250		
City:	COSTA MESA		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2632339	HYPERBGA	
CORRESPONDENCE DATA			
Fax Number:	3142311776		
<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:	3148898000		
Email:	uspt@polsinelli.com, edean@polsinelli.com, scason@polsinelli.com		
Correspondent Name:	Elton F. Dean, III		
Address Line 1:	100 S. Fourth St.		
Address Line 2:	Suite 1000		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	062651-441538		
NAME OF SUBMITTER:	Stephanie Cason		
SIGNATURE:	/Stephanie Cason/		
DATE SIGNED:	05/12/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”) is made and entered into as of June 12, 2019 (the “*Effective Date*”), by and between i3 Electronics, Inc., a New York corporation (“*Assignor*”), and TTM Technologies North America, LLC, a Delaware limited liability company (“*Assignee*”). Assignor and Assignee may each be referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement, dated as of June 12, 2019, by and among Assignor and Assignee (the “*Purchase Agreement*”);

WHEREAS, Capitalized terms used but not defined herein have the respective meanings for such terms that are set forth in the Purchase Agreement;

WHEREAS, the execution and delivery of this Agreement by each Party is a condition precedent to the obligations of the other Party to consummate the transactions contemplated by the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of its rights and interests in and to the Intellectual Property, which includes, but is not limited to, the items listed on Schedule A hereof.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignor and its successors and assigns, and Assignor hereby acquires and accepts all of Assignee’s right, title and interest in, to and under the Intellectual Property (including, for the avoidance of doubt, all goodwill associated therewith) throughout the universe and all rights corresponding thereto, free and clear of all Liens (except Permitted Liens), together with all income, royalties or payments now or hereafter due or payable in relation to the Intellectual Property, and all benefits privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignee’s rights to: (a) apply for and maintain all registrations, renewals and/or extensions of the Intellectual Property, (b) claim priority under United States law or international convention with respect to the Intellectual Property, (c) sue, counterclaim and otherwise bring actions and recover damages and payments for past, present and future infringement, misappropriation, dilution or other violation of the Intellectual Property and (d) grant licenses or other interests in or to the Intellectual Property.

2. Reference to the Purchase Agreement. The provisions of this Agreement are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein (including, without limitation, the indemnification obligations of the Parties set forth in Section 13 of the Purchase Agreement) shall survive the execution and delivery of this Agreement in accordance with the terms thereof. Except as otherwise specifically set forth herein, nothing contained in this Agreement shall be

deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions, or other provisions contained in the Purchase Agreement (including, without limitation, the indemnification obligations of the Parties set forth in Section 13 of the Asset Purchase Agreement).

3. Further Actions. Each of the Parties covenants and agrees, at its own expense, to execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the matters contemplated by this Agreement.

4. Authorization. Assignee does hereby authorize and request the (a) Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Assignor as owner of the entire right, title and interest in and to the copyrights included in the Intellectual Property (including those listed on Schedule A), and (b) Commissioners for Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignor as owner of the entire right, title and interest in and to the patents and trademarks included in the Intellectual Property (including those listed on Schedule A).

5. Amendment and Waiver. No provision of this Agreement may be amended, modified, supplemented or waived except by an instrument in writing executed by the Parties or, in the case of an asserted waiver, executed by the Party against which enforcement of the waiver is sought.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one agreement which is binding upon the Parties, notwithstanding that such Parties are not signatories to the same counterpart. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

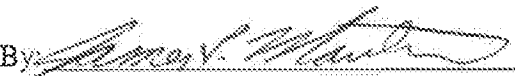
8. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

ASSIGNOR:

i3 Electronics, Inc.

By: 
Name: James T. Matthews
Title: President and CEO

ASSIGNEE:

TTM Technologies North America, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.


ASSIGNOR:

i3 Electronics, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

TTM Technologies North America, LLC

By:  _____
Name: Daniel J. Weber
Title: Vice President & Secretary

[Signature Page to Intellectual Property Assignment Agreement]

Trade Rights:

- CoreEZ
- HyperBGA 2632339

Trade Secrets and Know How:

- The manufacturing methods, policies, and procedures utilized in the Business.
- The proprietary and technical information, research and development, formulas and/or trade secret or know how utilized in the Business.
- All other residual knowledge utilized by Seller in the Business.