

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunstone Circuits, LLC		07/10/2023	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	ASC Sunstone Circuits, LLC		
Street Address:	13626 S. Freeman Road		
City:	Mulino		
State/Country:	OREGON		
Postal Code:	97042		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5729430	EASYPCB	
Registration Number:	5909006	EASYPCBUS	
Registration Number:	2754108	PCB123	
Registration Number:	2808732	PCBEXPRESS	
Registration Number:	4064513	PCBPRO	
Registration Number:	4064514	PCBPRO	
Registration Number:	1498953	SUN CIRCUITS	
Registration Number:	3248445	SUNSTONE	
Registration Number:	3277004	SUNSTONE CIRCUITS	
Registration Number:	3734125	VALUEPROTO	
CORRESPONDENCE DATA			
Fax Number:	5039723873		
<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:	503-221-1440		
Email:	trademark@tonkon.com		
Correspondent Name:	Tonkon Torp LLP		
Address Line 1:	888 SW Fifth Ave., Suite 1600		
Address Line 4:	Portland, OREGON 97204		

OP \$265.00 5729430

ATTORNEY DOCKET NUMBER:	sunstone to asc sunstone
NAME OF SUBMITTER:	Parna A. Mehrbani
SIGNATURE:	/PARNA A. MEHRBANI/
DATE SIGNED:	09/01/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”), dated as of July 10, 2023 is entered into by and between ASC Sunstone Circuits, LLC, a Delaware limited liability company (“Assignee”) and Sunstone Circuits, LLC, an Oregon limited liability company (“Assignor”).

WHEREAS, Assignee, Assignor and certain other persons (collectively, the “Parties”), have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”) pursuant to which Assignor sold, conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms and Phrases.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Intellectual Property Rights” means, collectively, all of the Assignor’s trademarks, trade names, business names (including the name “Sunstone Circuits”, “Sunstone” and variations of any of the foregoing), domain names, websites, telephone numbers, designs, processes, inventions, know-how, ideas, trade secrets, patents, licenses (as licensee or licensor), Information Technology Assets, copyrights, applications with respect to any of the foregoing, technical information, customer lists, sales and promotional materials, creative materials, confidential information and data, and all other intellectual property rights of any kind or nature, as well as all rights thereunder and all goodwill associated therewith. The Intellectual Property Rights shall include, but not be limited to, those described in **Exhibit A** hereto.

2. **Assignment.** Assignor assigns to the Assignee, its successors and assigns, for good and sufficient consideration, Assignor’s entire right, title and interest in and to any and all of the following that exist as of the date hereof: (a) any and all Intellectual Property Rights, (b) together with the goodwill of the business connected with the use of, and symbolized by, the trademarks and service marks, and (c) any and all causes of action that may have accrued to the benefit of Assignor in connection with such Intellectual Property Rights.

3. **Transfer of Intellectual Property and Domain Names.** Assignor shall, as the Assignee may reasonably request, execute all documents, papers, forms and authorizations, and take such other actions as are necessary to fully secure to the Assignee, the right, title and interest conveyed herein, and to enable the Assignee to register the applicable domain names assigned hereunder in the name of the Assignee (or its designee(s)) with the domain name registry of the Assignee’s choosing.

4. **Use of Intellectual Property.** Assignor shall not, directly or indirectly, challenge the Assignee's ownership of or right to use any of the Intellectual Property Rights assigned under this Agreement.

5. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Amendments.** This Agreement shall not be modified except by agreement in writing executed by all parties hereto.

8. **Governing Law.** This Agreement shall be governed and construed by the laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law. All disputes, litigation, proceedings or other legal actions by any party to this Agreement shall be instituted exclusively in the courts of the State of Delaware or of the United States in the State of Delaware.

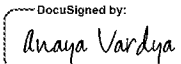
9. **Counterparts.** This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. To the extent this Agreement or any writing required or permitted hereby is signed and/or delivered by means of facsimile, docusign, .pdf or other electronic transmission, such facsimile, docusign, .pdf or other electronic transmission shall be treated in all manner and respects as an original signed counterpart thereof and shall nonetheless be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNEE:

ASC SUNSTONE CIRCUITS, LLC

By:  _____
Name: Anaya Vardya
Title: Chief Executive Officer

ASSIGNOR:

SUNSTONE CIRCUITS LLC

Terry Heilman


By: _____

Name: Terry L. Heilman

Title: Manager

EXHIBIT A
INTELLECTUAL PROPERTY

Registered Trademarks

Country	Trademark	Reg. No.	Reg. Date	Classes	Owner
USA	EasyPCB	5729430	4/16/2019	9, 40	Sunstone Circuits LLC
USA	EasyPCBUSA	5909006	11/12/2019	9, 40	Sunstone Circuits LLC
USA	PCB 123	2754108	8/19/2003	9, 40	Sunstone Circuits LLC
USA	PCBEXPRESS	2808732	1/27/2004	9, 40	Sunstone Circuits LLC
USA	PCBPRO	4064513	11/29/2011	9	Sunstone Circuits LLC
USA	PCBPRO	4064514	11/29/2011	40	Sunstone Circuits LLC
USA	SUN CIRCUITS	1498953	8/2/1988	37	Sunstone Circuits LLC
USA	SUNSTONE	3248445	5/29/2007	9, 40	Sunstone Circuits LLC
USA		3277004	8/7/2007	9, 40	Sunstone Circuits LLC
USA	VALUEPROTO	3734125	1/5/2010	40	Sunstone Circuits LLC
Canada	CIRCUIT DESIGN ECOSYSTEM	TMA805762	8/31/2011	35, 40, 42	Sunstone Circuits LLC
Canada	PCB123	TMA619979	9/20/2004	9	Sunstone Circuits LLC
Canada	PCBEXPRESS	TMA619510	9/14/2004	9	Sunstone Circuits LLC
Canada	PCBPRO	TMA833140	9/27/2012	9, 40	Sunstone Circuits LLC
European Union	PCB123	003302361	3/22/2005	9, 40	Sunstone Circuits LLC

Country	Trademark	Reg. No.	Reg. Date	Classes	Owner
United Kingdom	PCB123	UK 00903302361	3/22/2005	9, 40	Sunstone Circuits LLC
Mexico	PCBPRO	1231527	8/5/2011	9	Sunstone Circuits LLC
Mexico	PCBPRO	1229477	7/26/2011	40	Sunstone Circuits LLC

Domain Names

2020bronzerrecycledmedals.com
 2020bronzerrecycledmetals.com
 2020goldrecycledmedals.com
 2020goldrecycledmetals.com
 2020olympicsrecycled.com
 2020recycled.com
 2020recycledeletronics.com
 2020recycledmedals.com
 2020recycledmetals.com
 2020silverrecycledmedals.com
 2020silverrecycledmetals.com
 3d-fixtures.com
 3dfixtures.com
 bronzerrecycledmedals.com
 bronzerrecycledmetals.com
 circuitdesignecosystem.biz
 circuitdesignecosystem.com
 circuitdesignecosystem.info
 circuitdesignecosystem.me
 circuitdesignecosystem.mobi
 circuitdesignecosystem.net
 circuitdesignecosystem.org
 circuitdesignecosystem.us
 circuits.name
 circuits.us
 goldrecycledmedals.com
 goldrecycledmetals.com
 itsunstone.com
 kwanstone.com

livebom.com
livebom.info
livebom.mobi
livebom.net
livebom.org
mysuncircuits.com
mysunstone.com
onedayexpedite.com
oneweekexpedite.com
silverrecycledmedals.com
silverrecycledmetals.com
sunstone-survey.com
sunstone.com
sunstonecadsoftware.com
sunstonecircuit.com
sunstonecircuits.com
sunstonecircuits.net
sunstonecircuits.org
sunstonedesignsoftware.com
sunstoneecosystem.biz
sunstoneecosystem.com
sunstoneecosystem.info
sunstoneecosystem.me
sunstoneecosystem.mobi
sunstoneecosystem.net
sunstoneecosystem.org
sunstoneecosystem.us
sunstoneedasoftware.com
sunstonenews.com
sunstonepcb.com
sunstonepcb.info
sunstonepcb.net
sunstonereferals.com
sunstonereferrals.com
sunstonerefferals.com
sunstonerefferrals.com
sunstonesoftware.com
sunstonewhitepapers.com

valueproto.com

Copyrightable Subject Matter

1. PCB123 software
2. Any other copyrightable subject matter created by the company prior to closing, including, without limitation, computer programs (whether in source code, object code, or other form), databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing.