

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI18005

<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>
CAD AUDIO, LLC		02/09/2024	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	JAM INDUSTRIES USA, LLC		
<b>Street Address:</b>	310 West Newberry Road		
<b>City:</b>	Bloomfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06002		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2233989	ASTATIC	
<b>Registration Number:</b>	2238896	ASTATIC	
<b>Registration Number:</b>	2238631	CAD	
<b>Registration Number:</b>	2247472	EQUITEK	
<b>Registration Number:</b>	3998722	CAD AUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6466901950		
<b>Email:</b>	jtm@twillmurray.com		
<b>Correspondent Name:</b>	Joseph T. Murray Esq.		
<b>Address Line 1:</b>	195 Columbia Turnpike		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Florham Park, NEW JERSEY 07932		
<b>NAME OF SUBMITTER:</b>	JOSEPH MURRAY		
<b>SIGNATURE:</b>	JOSEPH MURRAY		
<b>DATE SIGNED:</b>	02/09/2024		
<b>Total Attachments: 7</b>			

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## IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “Agreement”) is entered into as of this 9<sup>th</sup> day of February, 2024, by and between **CAD Audio, LLC**, having its offices at 6573 Cochran Rd. Bldg. I, Solon, Ohio 44139 (“**Assignor**”) and **Jam Industries USA, LLC**, having its notice address at 310 West Newberry Road, Bloomfield, CT 06002 (“**Assignee**”) (Assignor and Assignee are collectively referred to herein as the “Parties”).

WHEREAS, on February 9, 2024 the Parties entered into that certain Purchase Agreement (the “Purchase Agreement”);

WHEREAS, in connection with the Purchase Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all rights, title and interest in and to the Listed IP, as defined in the Purchase Agreement, on the terms set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration and the sum of One Dollar (USD \$1.00), the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

1. Assignment of the Listed IP. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Listed IP including, without limitation, the Listed IP identified in Schedule 1.1(a), attached hereto, together with any goodwill symbolized by or associated exclusively with such Listed IP. Assignor’s rights include, but are not limited to the following:

a. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

b. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

c. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. Following the date hereof, upon Assignee’s request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Listed IP to Assignee, or any assignee or successor thereto. Assignee further agrees to take over any pending applications or proceedings commenced by Assignor in relation to any of the Listed IP at its own expense.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants that (i) it has the power and authority to enter into this Agreement; (ii) that the assignment of the Listed IP to Assignee is made free and clear of any and all liens and claims of third-parties to any rights, title and interest in and to the Listed IP and has not otherwise assigned any of the Listed IP to any other party; and (iii) that it has no knowledge of any claims of ongoing infringement arising out of, or relating to, the Listed IP.

4. Representation and Warranties of Assignee. Assignee hereby represents and warrants that (i) it has the power and authority to enter into this Agreement; and (ii) it has no knowledge of any claims of ongoing infringement arising out of, or relating to, the Listed IP.

5. Indemnification. The Parties hereto acknowledge and agree that Indemnification obligations set forth in the Purchase Agreement are incorporated herein by this reference and shall control.

6. Entire Agreement. This Agreement, together with the Purchase Agreement, represents the entire agreement relating to the assignment of the Listed IP from Assignor to Assignee. In the event there is a conflict between the terms of this Agreement and the Purchase Agreement, the terms of this Agreement shall control. The recitals set forth above are incorporated herein by this reference as if fully rewritten herein.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


9. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without regard to conflict of laws principles. If any term or condition of this Agreement is prohibited or invalidated under applicable law, the remainder of the Agreement shall remain unaffected.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

**ASSIGNEE:**

**Jam Industries USA, LLC**

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

Name: Stuart Frenkel

Title: President

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

**ASSIGNOR:**

**CAD Audio, LLC**




By: Frank Briggs Carr  
Name: F. Briggs Carr  
Title: President



**Schedule 1.1(a)**

**Patents**






<b>Patent No.</b>	<b>Country</b>	<b>Status</b>	<b>Description</b>	<b>Owner</b>
8,483,412 B2	USA	Renewed 01- JAN-2021 Registered 09- JUL-2013	Variable Pattern Hanging Microphone with Remote Polar Control	CAD Audio, LLC

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Goods and Services</b>	<b>Owner</b>
ASTATIC	USA	Renewed (Registered) App 75421125 App Jan 21, 1998 Reg 2233989 Reg Mar 23, 1999	<b>INT. CL. 9</b> Microphones and microphone accessories; namely, stands, cords and wind screens.	CAD Audio, LLC
ASTATIC DESIGN  	USA	Renewed (Registered) App 75454966 App Jan 21, 1998 Reg 2238896 Reg Apr 13, 1999	<b>INT. CL. 9</b> Microphones and microphone accessories; namely, stands, cords and wind screens.	CAD Audio, LLC
CAD Design  	USA	Renewed (Registered) App 75421126 App Jan 21, 1998 Reg 2238631 Reg Apr 13, 1999	<b>INT. CL. 9</b> Microphones and microphone accessories; namely, stands, cords and wind screens.	CAD Audio, LLC
EQUITEK	USA	Renewed (Registered) App 75421145 App Jan 21, 1998 Reg 2247472 Reg May 25, 1999	<b>INT. CL. 9</b> Microphones and microphone accessories; namely, stands, cords and wind screens.	CAD Audio, LLC
CAD AUDIO Design  	USA	Renewed (Registered) App 77792487 App Jul 29, 2009	<b>INT. CL. 9</b> Microphones; microphone accessories, namely, stands, mounts,	CAD Audio, LLC

		Reg 3998722 Reg Jul 19, 2011	cables, cords, windscreens, and filters; headphones.	
CAD AUDIO DESIGN 	European Community	Renewed (Registered) App 8464117 App Jul 31, 2009 Reg 8464117 Reg May 24 2010	<b>INT. CL. 9</b> Microphones; microphone accessories, namely, stands, mounts, cables, cords, windscreens, and filters; headphones; speakers; audio speakers; audio speaker enclosures; loud speakers; audio mixers; digital vision mixers; microphone mixers; sound mixers; video mixers; amplifiers; audio amplifiers; digital amplifiers; distribution amplifiers; sound amplifiers; signal processing equipment; digital signal processing equipment; parts and fittings for all of the aforesaid goods.	CAD Audio, LLC
CAD AUDIO DESIGN 	UK	(Registered) App Jul 31, 2009 Reg 908464117 Reg May 24 2010	<b>INT. CL. 9</b> Microphones; microphone accessories, namely, stands, mounts, cables, cords, windscreens, and filters; headphones; speakers; audio speakers; audio speaker enclosures; loud speakers; audio mixers; digital vision mixers; microphone mixers; sound mixers; video mixers; amplifiers; audio amplifiers; digital amplifiers; distribution amplifiers; sound amplifiers; signal processing equipment; digital signal processing equipment; parts and fittings for all of the aforesaid goods.	CAD Audio, LLC
ACOUSTI-SHIELD	USA	Renewed (Registered) App 86808104 App Nov 3, 2015	<b>INT. CL. 9</b> Acoustic separation units, namely, stand-mounted acoustic	CAD Audio, LLC



		Reg 5107705 Reg Dec 26, 2016	enclosures for musical sound recording.	
SESSIONS	USA	(Registered) App 86803149 App Oct 29, 2015 Reg 5784444 Reg Jun 25, 2019	INT. CL. 9 Headphones, namely, studio headphones and drummer isolation headphones	CAD Audio, LLC
CAD PROFESSIONAL MICROPHONES 	Brazil	Renewed (Registered) App 829431780 App Oct 18, 2007 Reg 829431780 Reg Feb 2, 2012	INT. CL. 9 Audio products or transducers and their accessories [including in the class], including microphones and their accessories [included in the class].	CAD Audio, LLC
ASTATIC	Canada	Renewed (Registered) App 1872091 App Dec 8, 2017 Reg 1073349 Reg Feb 24, 2020	INT. CL. 9 Microphones and microphone accessories, namely, stands, cords and wind screens	CAD Audio, LLC
CAD & DESIGN 	Canada	Renewed (Registered) App 1872089 App Dec 8, 2017 Reg 1073355 Reg Feb 24, 2020	INT. CL. 9 Microphones and microphone accessories, namely, stands, cords and wind screens	CAD Audio, LLC
CAD AUDIO & DESIGN 	Canada	Renewed (Registered) App 1872090 App Dec 8, 2017 Reg 1073350 Reg Feb 24, 2020	INT. CL. 9 Microphones; Microphone accessories, namely, stands, mounts, cables, cords, windscreens, and filters; headphones	CAD Audio, LLC
CAD & DESIGN 	China	Reg 50570181 App 50570181 App Oct 20, 2020 Reg Jan 7, 2023	INT. CL. 9 Materials for electricity mains [wires, cables]; cables for sound and image transmission	CAD Audio, LLC
CAD AUDIO & DESIGN 	China	Reg 46259121 App 46259121 App May 13, 2020	INT. CL. 9 Microphone stands; microphone storm hood; mixing consoles; audio speaker housings; Audio amplifiers; Microphones; Audio speakers	CAD Audio, LLC