TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM319576

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEMPO G d/b/a Tempo Electronics		09/30/2014	CORPORATION: CALIFORNIA
Tempo G Corporation		09/30/2014	CORPORATION: CALIFORNIA
Tempo G		09/30/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Advantek, Inc.	
Street Address:	12430 Tesson Ferry Rd. #313	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63128	
Entity Type:	CORPORATION: MISSOURI	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85659405	SURFTAPE ULTRALITE
Serial Number:	85659384	CHANNELTAPE
Registration Number:	4411027	SURFTAPE
Registration Number:	2016162	SURFWRAPS
Registration Number:	1777203	SURFTAPE "CATCH THE WAVE" NO COVER TAPE!

CORRESPONDENCE DATA

Fax Number: 3128767934

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.

Phone: 3128767925

brian.mcginley@dentons.com, anita.hansen@dentons.com, Email:

trademarks.us@dentons.com

Brian R. McGinley **Correspondent Name:** Dentons US LLP Address Line 1: Address Line 2: P. O. Box 061080

Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	20004101-0005 (BRM)
NAME OF SUBMITTER:	Brian R. McGinley

REEL: 005378 FRAME: 0163 900303698

SIGNATURE: /brian r mcginley/			
DATE SIGNED:	10/09/2014		
Total Attachments: 4			
source=A-Trademark assignment from Tempo entities to Advantek Inc#page1.tif			
source=A-Trademark assignment from Tempo entities to Advantek Inc#page2.tif			
source=A-Trademark assignment from Tempo entities to Advantek Inc#page3.tif			
source=A-Trademark assignment from Tempo entities to Advantek Inc#page4.tif			

TRADEMARK REEL: 005378 FRAME: 0164

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into and made effective as of the 30th day of September 2014 ("Effective Date") by and between TEMPO G d/b/a Tempo Electronics, a California corporation a.k.a. Tempo G Corporation, a California corporation a.k.a. Tempo G, a California corporation (herein, "Assignor") and Advantek, Inc. Inc. a Missouri corporation with its principal place of business at 12430 Tesson Ferry Rd. #313, St. Louis, MO 63128 (herein, "Assignee").

WHEREAS, Assignor owns the marks included on the attached Schedule A including all common law rights therein (herein, the "Marks");

WHEREAS, Assignee desires to acquire the Marks from Assignor, and Assignor desires to assign, transfer and convey the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

- 1) ASSIGNMENT. Assignor has assigned, transferred and conveyed and does hereby assign, transfer and convey unto Assignee, and its successors, assigns and legal representatives, all right, title and interest in and to the Trademarks together with that part of the assets, business and goodwill of Assignor connected with the use of and symbolized by the Trademarks, and all marks similar to the Trademarks and used anywhere in the world, and all claims for damages by reason of past, present and future infringement of the Trademarks with the right to sue for and collect damages.
- 2) FURTHER ASSURANCES. Assignor agrees that, when requested, it will, at Assignee's cost and expense, sign all papers, take all rightful oaths, and do all acts that may be reasonably necessary, desirable or convenient for securing and maintaining the Trademarks and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
- 3) NO CHALLENGE. Assignor agrees not to challenge or assist or cooperate with any third party in challenging or in taking any position contrary to or inconsistent with Assignee's sole and exclusive rights in and to the Trademarks or to the validity of Assignee's ownership thereof.
- 4) COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

82881892\V-1

IN WITNESS WHEREOF, each party has executed this agreement by its duly authorized representative on the Effective Date.

TEMPO G d/b/a Tempo Electronics

a.k.a. Tempo G Corporation

a.k.a. Tempo G

Name: Charles E. Gutentag

Title: President and Chief Executive Officer

Advantek, Inc.

By:_____

Name: Jay C. Longbottom

Title: President

IN WITNESS WHEREOF, each party has executed this agreement by its duly authorized representative on the Effective Date.

TEMPO G d/b/a Tempo Electronics a.k.a. Tempo G Corporation

a.k.a. Tempo G

By:_____

Name: Charles E. Gutentag

Title: President and Chief Executive Officer

Advantek, Inc.

Name: Jay C. Longbottom

Tay Cantell

Title: President

Signature Page to Trademark Assignment

Schedule A

Company	Trademark Name	Status	App/Reg. No.	Country/State	Class	File/Reg. Date
Tempo G	SURFTAPE	Pending	85659405	U.S.	17	06/22/2012
dba Tempo	ULTRALITE					
Electronics						
Corporation						
Tempo G	CHANNELTAPE	Pending	85659384	U.S.	17	06/22/2012
dba Tempo						
Electronics						
Corporation						
Tempo G	SURFTAPE	Registered	4411027	U.S.	17	10/1/2013
dba Tempo						
Electronics						
Corporation						
Tempo G	SURFWRAPS	Registered	2016162	U.S.	17	11/12/1996
Corporation						
Tempo G	SURFTAPE	Registered	1777203	U.S.	17	6/15/1993
Corporation	"CATCH THE	_				
_	WAVE" NO					
	COVER TAPE!					
	(and Design)					

Signature Page to Trademark Assignment

RECORDED: 10/09/2014

TRADEMARK REEL: 005378 FRAME: 0168