

## TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM370347

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	01/01/2016		
<b>RESUBMIT DOCUMENT ID:</b>	900349438		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dave Smith doing business as Dave Smith Instruments		01/05/2016	Individual: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dave Smith Instruments LLC		
<b>Street Address:</b>	1527 Stockton Street, 3rd Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94133		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86697061	DAVE SMITH INSTRUMENTS	
<b>Serial Number:</b>	86697026	SEQUENTIAL	
<b>Registration Number:</b>	2635641	PROPHET	
<b>Registration Number:</b>	2678404	PROPHET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153584738		
<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>	415 957 3036		
<b>Email:</b>	masteiner@duanemorris.com		
<b>Correspondent Name:</b>	Mark A. Steiner, Esq.		
<b>Address Line 1:</b>	Duane Morris LLP		
<b>Address Line 2:</b>	Spear Tower, One Market Plaza, Ste. 2200		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-1127		
<b>ATTORNEY DOCKET NUMBER:</b>	R2419-00101/201/301/501		
<b>NAME OF SUBMITTER:</b>	Patricia Picou Green, Paralegal		
<b>SIGNATURE:</b>	/Patricia Picou Green/		

<b>DATE SIGNED:</b>	01/25/2016
<b>Total Attachments: 2</b> source=Dave Smith Instruments LLC TM Assign 86697061#page1.tif source=Dave Smith Instruments LLC TM Assign 86697061#page2.tif	

**TRADEMARK ASSIGNMENT**

This ASSIGNMENT is made effective January 1, 2016 from Dave Smith, an individual and citizen of the United States of America doing business as Dave Smith Instruments, whose address is 1527 Stockton Street, 3<sup>rd</sup> Floor, San Francisco, California 94133, USA (hereinafter the "Assignor"), to Dave Smith Instruments LLC, a California limited liability company, with a principal place of business at 1527 Stockton Street, 3<sup>rd</sup> Floor, San Francisco, California 94133, USA (hereinafter "Assignee").

WHEREAS, Assignor owns the trademarks, registrations and applications therefor, set out in At Appendix A (collectively herein "the Marks"):

WHEREAS, Assignor owns all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove) on a worldwide basis. This assignment of all claims for damages by reason of past infringement(s) of the Marks includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

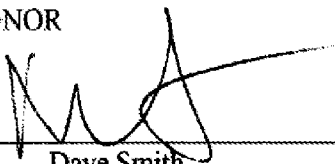
Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Marks, now and in the future.

DAVE SMITH, DOING BUSINESS AS DAVE SMITH INSTRUMENTS

DAVE SMITH INSTRUMENTS LLC

ASSIGNOR

By:

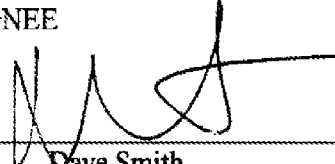
  
\_\_\_\_\_  
Dave Smith

Date:

1/5/16

ASSIGNEE

By:

  
\_\_\_\_\_  
Dave Smith  
President/Manager

Date:

1/5/16

**APPENDIX A**

**Schedule of Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Issue Date</b>	<b>Serial/Application No.</b>	<b>Filing Date</b>
DAVE SMITH INSTRUMENTS and Design	United States			86/697,061	7/17/2015
SEQUENTIAL (Stylized)	United States			86/697,026	7/17/2015
PROPHET (Word)	United States	2,635,641	10/15/2002		
PROPHET (Word)	United States	2,678,404	1/21/2003		
DAVE SMITH INSTRUMENTS and Design	Australia			1708324	7/20/2015
SEQUENTIAL (Stylized)	Australia			1708323	7/20/2015
PROPHET (Word)	Australia			1708320	7/20/2015
DAVE SMITH INSTRUMENTS and Design	Canada			1738372	7/22/2015
SEQUENTIAL (Stylized)	Canada			1738371	7/22/2015
PROPHET (Word)	Canada			1738370	7/22/2015
DAVE SMITH INSTRUMENTS and Design	European Community	14374052	11/16/2015	14374052	7/17/2015
SEQUENTIAL (Stylized)	European Community	14369193	11/16/2015	14369193	7/16/2015
PROPHET (Word)	European Community			14374061	7/17/2015
TEMPEST (Word)	European Community	14374078	11/16/2015	14374078	11/16/2015
MOPHO (Word)	European Community	14374086	11/18/2015	14374086	7/17/2015
PRO 2 (Stylized)	European Community	14374102	11/18/2015	14374102	7/17/2015
DAVE SMITH INSTRUMENTS and Design	Japan			2015-070161	7/22/2015
SEQUENTIAL (Word)	Japan	2719553	1/31/1997	H01-144866	12/19/1989
PROPHET (Word)	Japan	2592788	10/29/1993	H01-144867	12/19/1989
PROPHET (Word)	Japan	2534879	5/31/1993	S63-128527	11/14/1988
TEMPEST (Word)	Japan			2015-070162	7/22/2015

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