

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396058

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|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sound Enhancement Products, LLC | | 08/12/2016 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | M-Wave Music Products, LLC | | |
| Street Address: | 100 High Grove Blvd. | | |
| City: | Glendale Heights | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60139 | | |
| Entity Type: | Limited Liability Company: ILLINOIS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1164466 | MORLEY | |
| Registration Number: | 2688379 | EBTECH | |
| Registration Number: | 2686100 | LINE LEVEL SHIFTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8475097709 | | |
| <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: | 8475097700 | | |
| Email: | rdgorman@lgclaw.com | | |
| Correspondent Name: | Robert Gorman | | |
| Address Line 1: | 500 Skokie Blvd., Suite 650 | | |
| Address Line 4: | Northbrook, ILLINOIS 60062 | | |
| NAME OF SUBMITTER: | Jeffrey M. Heller | | |
| SIGNATURE: | /Jeffrey M. Heller/ | | |
| DATE SIGNED: | 08/23/2016 | | |
| Total Attachments: 5 | | | |
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| source=4 Trademark Assignment Agreement (execution)#page2.tif | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (hereinafter "**Agreement**") is entered into this 12th day of August, 2016, by and between Sound Enhancement Products, LLC, an Illinois limited liability company having an address of 325 Cary Point Drive, Cary, Illinois 60013 ("**Assignor**"), and M-Wave Music Products, LLC, an Illinois limited liability company having an address of 100 High Grove Blvd., Glendale Heights, Illinois 60139 ("**Assignee**"). Assignor and Assignee are referred to herein, collectively, as the "**Parties.**"

RECITALS

A. Assignor is the owner of the entire right, title and interest in and to the trademark and service mark registrations identified on Schedule A hereto, and Assignor's common law rights associated therewith (collectively, the "**Marks**"), together with the goodwill of the business in connection with which the Marks are used.

B. Assignee desires to acquire any and all rights that Assignor may have in and to the Marks, along with the right to recover damages and lost profits from infringements thereof from this date and hereafter.

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

AGREEMENT

1. Assignor agrees to and does hereby sell, transfer, convey and assign unto Assignee, its successors and assigns, and Assignee does hereby accept, all right, title and interest which Assignor has in and to the Marks, as well as all of the goodwill of the business to which the Marks pertain and all of Assignor's rights of enforcement and recovery for past infringement of the Marks.

2. Assignor agrees to execute and deliver, at the reasonable request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may reasonably require in order to vest all right, title and interest which Assignor has in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the United States Patent and Trademark Office or any other governmental entity, to the extent that such evidence is in the possession or control of Assignor.

4. Assignor hereby grants to the law firm of Levun, Goodman & Cohen, LLP, the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

5. Assignor understands and agrees that the attorneys and agents of the law firm of Levun, Goodman & Cohen, LLP do not personally represent Assignor or Assignor's legal

interests, but instead represent the interests of Assignee; since said attorneys and agents cannot provide legal advice to Assignor with respect to this Assignment, Assignor acknowledges its right to seek its own independent legal counsel.

6. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

7. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

8. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by all Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.

9. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Assignor and Assignee as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:


Sounds Enhancement Products, LLC,
an Illinois limited liability company

By: _____
Anthony M. Hill, Manager

ASSIGNEE:

M-Wave Music Products, LLC,
an Illinois limited liability company

By: M-Wave Management Services, Inc.,
its manager

By: 

Joseph Turek, CEO

State of Illinois)

County of _____)

On August _____, 2016, before me, Anthony M. Hill personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

Sounds Enhancement Products, LLC,
an Illinois limited liability company

By: Anthony M. Hill
Anthony M. Hill, Manager

ASSIGNEE:

M-Wave Music Products, LLC,
an Illinois limited liability company

By: M-Wave Management Services, Inc.,
its manager

By: _____
Joseph Turek, CEO

State of Illinois)

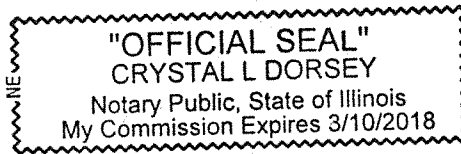
County of Cook)

On August 19th, 2016, before me, Anthony M. Hill personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Crystal L. Dorsey
Signature of Notary Public



Place Notary Seal Above

SCHEDULE A

MARKS

| Mark | Registration Number | Registration Date | Register; Class |
|--------------------|----------------------------|--------------------------|------------------------|
| Morley | 1,164,466 | 08/11/81 | Principal; 9 |
| Ebtech | 2,688,379 | 02/18/03 | Principal; 9 |
| Line Level Shifter | 2,686,100 | 02/11/03 | Principal; 9 |

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