

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Retail Radio, Inc.		07/07/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Spectrio LLC		
Street Address:	720 Brooker Creek Blvd. Suite 215		
City:	Oldsmar		
State/Country:	FLORIDA		
Postal Code:	34677		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3432141	RETAIL RADIO	
CORRESPONDENCE DATA			
Fax Number:	9413663999		
<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:	941-364-2738		
Email:	dcherry@slk-law.com		
Correspondent Name:	Douglas A. Cherry, Esq.		
Address Line 1:	240 South Pineapple Avenue		
Address Line 4:	Sarasota, FLORIDA 34236		
ATTORNEY DOCKET NUMBER:	A00118-137050		
NAME OF SUBMITTER:	Douglas A. Cherry		
SIGNATURE:	/doug cherry/		
DATE SIGNED:	07/20/2017		
Total Attachments: 5			
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OP \$40.00 3432141

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is effective as of July 7, 2017 and is between Retail Radio, Inc., a California corporation (the “**Assignor**”) and Spectrio LLC, a Delaware limited liability company (the “**Assignee**”).

WITNESSETH:

A. The Assignor is the owner of the trademark set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the “**Mark**”);

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of March 31, 2017, by and among the Assignor, the Assignee, William Louie, Craig J. Swan, Tom Benning and Shawn Cash (the “**Purchase Agreement**”), the Assignor has agreed to transfer all right, title and interest in and to the Mark to the Assignee; and

C. The Assignor desires to assign all right, title and interest in and to the Mark to the Assignee and the Assignee desires to acquire the Mark.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Mark, together with all common law rights and all of the goodwill of the business associated with the Mark, and all registrations and renewals of registrations for the Mark, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “**Commissioner**”) to record this Trademark Assignment.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Assignee to vest full title in and to the Mark in the Assignee or which may be necessary to obtain, renew, issue or enforce the Mark.

The Assignor hereby authorizes the Assignee, and does hereby make, constitute and appoint the Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of the Assignor, to execute any such further papers; provided, that the Assignee shall not execute any such further papers unless the Assignor has failed to do so within 5 business days of the Assignee's delivery to the Assignor of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * * * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Retail Radio, Inc., a California corporation

By:  _____

Name: William Louie

Title: Chief Executive Officer

ASSIGNEE:

Spectrio LLC, a Delaware limited liability company

By: _____

Name: Peter Tsang

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006110 FRAME: 0414

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Retail Radio, Inc., a California corporation


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Name: William Louie

Title: Chief Executive Officer

ASSIGNEE:

Spectrio LLC, a Delaware limited liability company

By: _____ 

Name: Peter Tsang

Title: Vice President

SCHEDULE A

Trademark Applications and Registrations

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner Information
RETAIL RADIO	77081568 (January 12, 2007)	3432141 (May 20, 2008)	Retail Radio, Inc.