

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harmonic Drive, LLC		06/19/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HD Systems, Inc.		
Street Address:	247 Lynnfield Street		
City:	Peabody		
State/Country:	MASSACHUSETTS		
Postal Code:	01960		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4535154	HARMONIC DRIVE	
Registration Number:	4768851	HARMONIC DRIVE	
Registration Number:	1728918	HARMONIC DRIVE TECHNOLOGIES	
Registration Number:	1727054	HARMONIC DRIVE TECHNOLOGIES	
Registration Number:	4836694	HARMONIC GEARHEAD	
Registration Number:	4836693	HARMONIC GEARHEAD	
Registration Number:	5047765	HD HARMONIC DRIVE	
Registration Number:	5047764	HD HARMONIC DRIVE	
CORRESPONDENCE DATA			
Fax Number:	7038367419		
<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>			
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	1737 King Street, Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314-2727		
ATTORNEY DOCKET NUMBER:	0076290-000037		
NAME OF SUBMITTER:	Bassam N. Ibrahim		

OP \$215.00 4535154

SIGNATURE:	/Bassam N. Ibrahim/
DATE SIGNED:	08/07/2017
Total Attachments: 3 source=TM Assignment signed 07-22-17#page1.tif source=TM Assignment signed 07-22-17#page2.tif source=TM Assignment signed 07-22-17#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into and effective on the last signature date below between Harmonic Drive, LLC, a Delaware limited liability company with its principal place of business at 247 Lynnfield Street, Peabody, Massachusetts 01960 ("Assignor"), and HD Systems, Inc., a New York corporation, with its principal place of business at 247 Lynnfield Street, Peabody, Massachusetts 01960 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the following trademarks and registrations: HARMONIC DRIVE, U.S. Registration No. 4,535,154; Harmonic Drive & Design, U.S. Registration No. 4,768,851; HARMONIC DRIVE TECHNOLOGIES, U.S. Registration No. 1,728,918; Harmonic Drive Technologies & Design, U.S. Registration No. 1,727,054; HarmonicGearhead, U.S. Registration No. 4,836,694; HARMONIC GEARHEAD, U.S. Registration No. 4,836,693; HD HARMONIC DRIVE & Design (black and white), U.S. Registration No. 5,047,765; HD HARMONIC DRIVE & Design (color), U.S. Registration No. 5,047,764; and Harmonic Drive Technologies & Design, Canada Registration No. TMA432756, (collectively "Marks") together with all of the goodwill of the business associated with the Marks and symbolized thereby;

WHEREAS, Assignee is desirous to obtain an Assignment of the Marks;

WHEREAS, Assignor consents to assign all of its rights, title and interest in the Marks together with the goodwill of the business associated with the use and symbolized by the Marks;

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, together with the goodwill of the business associated with the foregoing; (b) the Marks and any unregistered rights in any of the foregoing; (c) all rights therein provided by the laws of the United States and the several states, all common

law rights, and all rights to obtain trademarks and registrations thereto; (d) with that part of the goodwill of the business connected with the use and symbolized by the Marks; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "Assigned Trademark Rights").

2. Assignor does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Trademark Rights, in its entirety.

3. Assignee, by its own responsibility, requests any official of the United States and Canada whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns. Assignor agrees to, depending on Assignee's written request, provide Assignee reasonable assistance to execute any and all papers that may be necessary or desirable to perfect the title of the Assigned Trademark Rights in Assignee, its successors or assigns.

4. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

5. The Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Delaware.

6. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates shown below.

ASSIGNOR:
HARMONIC DRIVE, LLC

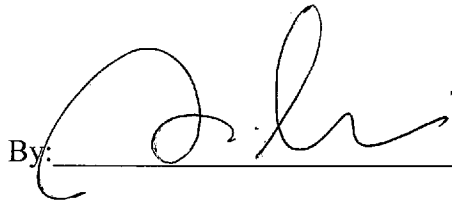
By:  _____

Name: Doug Olson

Title: President and CEO

Date: June 15, 2017

ASSIGNEE:
HD SYSTEMS, INC.

By:  _____

Name: Akira Nagai

Title: President

Date: June 19, 2017