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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM465780

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	02/28/2014	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Shenick Software Systems, Inc.		03/15/2018	Corporation: CALIFORNIA	

### **RECEIVING PARTY DATA**

Name:	Aeroflex Wichita, Inc.	
Street Address:	10200 West York Street	
City:	Wichita	
State/Country:	KANSAS	
Postal Code:	67215	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark		
Registration Number:	4548282	TERAVM		
Registration Number:	4547093	DIVERSIFEYE		

### **CORRESPONDENCE DATA**

**Fax Number:** 7164167001

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:** 7164167000

**Email:** buffaloip@bsk.com

Correspondent Name: Amanda Rosenfield Lippes

Address Line 1: BOND, SCHOENECK & KING, PLLC Address Line 2: 200 Delaware Ave., Suite 900

Address Line 4: Buffalo, NEW YORK 14202

ATTORNEY DOCKET NUMBER:	729581
NAME OF SUBMITTER:	Amanda R. Lippes
SIGNATURE:	/amanda r. lippes/
DATE SIGNED:	03/15/2018

**Total Attachments: 3** 

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, Shenick Software Systems, Inc., a corporation organized and existing under the laws of the State of California, (the "Assignor"), was the sole and exclusive owner of all rights, title, and interest in, and holds good and marketable title to the trademarks ("Trademarks") identified on Schedule A, and the goodwill associated therewith and symbolized thereby.

WHEREAS, Aeroflex Wichita, Inc., a corporation organized and existing under the laws of Delaware, and having an office at 10200 West York Street, Wichita, Kansas 67215 (the "Assignee"), obtained the entire right, title, and interest in and to the Trademarks and associated goodwill through an Asset Purchase Agreement executed on February 28, 2014 (the "Transfer Date") by and between the Assignor and Assignee,

NOW, THEREFORE, through this Nunc Pro Tunc Assignment ("Confirmatory Assignment"), in consideration of good and valuable consideration, the receipt and sufficiency of which was hereby acknowledged, Assignor agreed to assign and ASSIGNED AND TRANSFERRED Assignor's entire right, title and interest in and to the Trademarks to Assignee and it successors on the Transfer Date, including: (i) all registrations of the Trademarks; (ii) the right to sue and collect damages for past and future infringements of the Trademarks; (iii) all counterparts of said trademarks or trademark registrations, and (iv) the goodwill associated with the Trademarks and symbolized thereby. Assignee, as successor in interest to Assignor, hereby confirms the foregoing assignment was effected on the Transfer Date.

IN WITNESS WHEREOF, the Assignee has caused this Confirmatory Assignment to be executed as of the date indicated below by itself or its duly authorized representative.

ASSIGNEE:

By: <u>I wan 4</u>

Name: Daniel H. Kelly

Title: Director

Dated: 3-15-18

Sworn to before me this

15th day of March, 2018.

Notary Public

KRISTALYNN FLETCHER My Appointment Expires April 9, 2020

# Schedule A

REGISTERED TRADEMARKS							
<u>Mark</u>	Reg. No.	<u>Serial No.</u>	Reg. Date	Country			
TERAVM	4548282	85694402	Jun. 10, 2014	US			
DIVERSIFEYE	4547093	86082535	Jun. 10, 2014	US			

**RECORDED: 03/15/2018**