

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teltronic, Inc.		09/06/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Bear Communications, Inc.		
Street Address:	4009 Distribution Drive, Suite 200		
City:	Garland		
State/Country:	TEXAS		
Postal Code:	75041		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1077602	TELTRONIC	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	214-999-4344		
Email:	ipdocketing@foley.com		
Correspondent Name:	Michael W. Dubner		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K St. NW, Suite #600		
Address Line 4:	Washington, D.C. 20007		
ATTORNEY DOCKET NUMBER:	668296.0024		
NAME OF SUBMITTER:	Michael W. Dubner		
SIGNATURE:	/Michael W. Dubner/		
DATE SIGNED:	01/15/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of September 6, 2018, is between Teltronic, Inc., a Maryland corporation ("Assignor"), and Bear Communications, Inc., a California corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 24, 2018, by and among Assignor, Assignee, Teltronic Acquisition Corporation, a Maryland corporation, the Gerald G. Boyd, Jr. Revocable Trust dated August 11, 1999, James W. Murphy, Gerald G. Boyd, Jr., and Paul C. Manders; and

WHEREAS, Assignor desires to sell, transfer, assign, convey, and deliver to Assignee all of its rights, title, and interest to, and Assignee desires to purchase and accept, each of the trademarks and service marks reflected on Exhibit A hereto (the "Marks");

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

2. **Sale and Transfer of Marks.** In connection with and subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, transfers, assigns, and conveys to Assignee, and Assignee hereby purchases and accepts, the Marks together with the goodwill of the business symbolized by the Marks, and all of Assignor's rights, title, and interest in, to, and under, the Marks, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either at law or in equity for past, present, or future infringement of said Marks.

3. **Attorney in Fact.** Assignor hereby appoints Assignee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Assignor, but on behalf and for the benefit of Assignee, to demand, collect, and receive for the account of Assignee all of the Marks hereby sold, assigned, transferred, and conveyed by Assignor to Assignee; to institute or prosecute, in the name of Assignor or otherwise, all actions, litigation, arbitration, lawsuits, claims, or proceedings (collectively, "Proceedings") that Assignee may deem necessary or convenient in order to realize upon, affirm, or obtain title or possession of or to collect, assert, or enforce any claim, right, or title of any kind in or to the Marks hereby sold, assigned, transferred, and conveyed to Assignee or intended so to be; to defend and compromise any and all Proceedings with respect to any of the Marks sold, assigned, transferred, and conveyed hereunder or intended so to be; and to do all such legal acts and things in relation thereto as Assignee shall deem advisable. The foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

4. **Further Assurances.** Assignor hereby covenants that, from time to time after the delivery of this instrument, at Assignee's request, Assignor shall, and will cause its affiliates to, execute and deliver such further instruments of transfer and take such other action as may

reasonably be requested by Assignee to carry out the purposes and intents of this Agreement so that the transfer of the Marks to Assignee is recorded, including, without limitation, by completion, signature, response email, online actions, notarization and/or filing of all documents necessary to record such sale and transfer.

5. **Purchase Agreement.** Nothing in this Agreement shall alter any liability or obligation of Assignor, Assignee, or the Seller Parties arising under the Purchase Agreement, which shall govern the representations, warranties, and obligations of the parties thereto with respect to the Marks.

6. **Waiver.** The waiver by a Party of any breach or provision of this Agreement must be in writing and shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision hereof.

7. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Texas. ANY DISPUTES HEREUNDER OR IN CONNECTION HERewith SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS SITTING IN DALLAS COUNTY, TEXAS OR THE COURTS OF THE UNITED STATES LOCATED IN THE NORTHERN DISTRICT OF TEXAS, AND EACH PARTY AGREES TO SUBMIT TO, AND AGREES NOT TO CHALLENGE, THE JURISDICTION OF SUCH COURTS. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY WAIVES AND COVENANTS THAT IT SHALL NOT ASSERT ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN CONNECTION WITH THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. Should it become necessary for either Party to institute legal action to enforce the terms and conditions of this Agreement, and such legal action results in a final judgment in favor of one Party, the prevailing Party shall be entitled to payment from the other Party of all of the prevailing Party's reasonable attorneys' fees and related costs at all trial and appellate levels.

8. **Severability.** If any provision hereof is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

9. **Miscellaneous.** This Agreement may be amended only by an instrument in writing executed by the Party against whom enforcement of the amendment is sought. There are no oral agreements between the Parties to this Agreement. No Party may assign any of its rights hereunder or delegate any of its duties hereunder. The headings and captions in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. This Agreement may be executed simultaneously in two or more counterparts (including

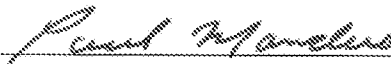
by facsimile or portable document format (.pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any individual or entity other than the Parties and their respective permitted successors and assigns. Time is of the essence with respect to all of the obligations in this Agreement. The Parties understand, agree, and acknowledge that (a) this Agreement has been freely negotiated by all Parties, and (b) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall not be any inference, presumption, or conclusion drawn whatsoever against any Party by virtue of that Party having drafted this Agreement or any portion thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

ASSIGNOR:

TELTRONIC, INC.

By: 
Name: Paul Manders
Title: President

ASSIGNEE:

BEAR COMMUNICATIONS, INC.

By: _____
Name: Jerry Noonan
Title: Chief Financial Officer & Secretary

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

ASSIGNOR:

TELTRONIC, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

BEAR COMMUNICATIONS, INC.

By: 
Name: Jerry Noonan
Title: Chief Financial Officer & Secretary

EXHIBIT A

Registered Trademarks

Country	Mark	Ser. No.	Date Filed	Reg. No.	Date Reg.
USA	Teltronic	73069255	11/17/75	1077602	11/15/77