

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syntonics LLC		12/04/2020	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Syntonics LLC		
Street Address:	9160 Red Branch Rd.		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21045-2002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4093134	COMMUNICATION INNOVATIONS IN THE RF DOMA	
Registration Number:	3997465		
Registration Number:	4916973	SYNTONICS	
CORRESPONDENCE DATA			
Fax Number:	8602515211		
<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:	860-251-5703		
Email:	trademarks@goodwin.com		
Correspondent Name:	Shipman & Goodwin LLP		
Address Line 1:	One Constitution Plaza		
Address Line 4:	Hartford, CONNECTICUT 061031919		
NAME OF SUBMITTER:	Barb Villandry, Paralegal		
SIGNATURE:	/Barb Villandry/		
DATE SIGNED:	12/11/2020		
Total Attachments: 4			
source=Syntonics trademark assignment#page1.tif			
source=Syntonics trademark assignment#page2.tif			
source=Syntonics trademark assignment#page3.tif			

OP \$90.00 4093134

ASSIGNMENT OF TRADEMARKS AGREEMENT

THIS ASSIGNMENT OF TRADEMARKS AGREEMENT (the "Agreement"), dated as of December 4, 2020 ("Effective Date"), is made and entered into by and between Syntonics LLC, a Maryland limited liability company ("Assignor") and Syntonics LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignor (the "Operating Company").

RECITALS

A. Assignor is the sole owner of the entire right, title and interest in and to the Marks in any form, format, style or design, as well as all goodwill and rights associated therewith, at common law or otherwise, including, without limitation, the United States federal trademark registrations (the "Marks") identified on Exhibit "A" attached hereto and incorporated herein by this reference;

B. Assignor and the Operating Company are parties to that certain Contribution Agreement dated as of December 4, 2020 (the "Contribution Agreement"), pursuant to which the ownership in the Marks shall be transferred from Assignor to Operating Company. All capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Contribution Agreement.

C. Assignor desires to sell, transfer and assign to Operating Company, and Operating Company desires to acquire from Assignor, any and all rights that Assignor has in and to the Marks and the registrations therefor, together with the goodwill of the Business with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits for past infringement thereof and thereafter.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the valuable consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor by its execution hereof, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers and assigns to Operating Company, Assignor's entire right, title and interest in and to the Marks, as well as its entire right, title and interest in and to the registrations of the Marks heretofore granted or applied for, any and all common law rights to the Marks in the United States and any state thereof and in any country in the world, in all of their respective forms, together with all of the goodwill of the Business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits for past or future infringements thereof.

2. Recording. Assignor does hereby expressly agree that Operating Company may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Marks to Operating Company in the United States Patent and Trademark Office or

other applicable agency or governmental entity in any jurisdiction in the United States and any other country in the world.

3. Further Assurances. Assignor covenants and agrees that it will, at no cost to Operating Company, whenever so requested by Operating Company, execute and deliver such further instruments and perform any other reasonable acts that Operating Company may require as may be necessary or convenient for vesting in Operating Company the full benefit of all of the rights and premises hereby assigned and provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

4. Right to File for Registration. Without limiting the generality of the rights and assets assigned hereby or by the Contribution Agreement, Assignor hereby transfers, grants, conveys, and assigns to Operating Company the sole and unencumbered right to file for and obtain worldwide registrations for any or all of the Marks, in any or all of its respective forms, in any and all trademark and service mark classes and categories as are applicable.

5. Effective Date. It is the intent of the parties that this Agreement shall be executed and delivered on the Effective Date and in connection with the transactions contemplated by the Contribution Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way modify, vary or enlarge the promises, agreements, representations and warranties of the parties as set forth in the Contribution Agreement.

6. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts and/or in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Operating Company have duly executed this Assignment of Trademarks Agreement as of and on the date first above written.

ASSIGNOR:

SYNTONICS LLC,
a Maryland limited liability company

By: Bruce G. Montgomery
Bruce G. Montgomery, President

OPERATING COMPANY:


SYNTONICS LLC,
a Delaware limited liability company

By: Bruce G. Montgomery
Bruce G. Montgomery, President

EXHIBIT "A"

The Marks

REGISTERED TRADEMARKS:

MARK	REGISTRATION NUMBER	DATE REGISTERED	INTERNATIONAL CLASSES
Communication Innovations in the RF Domain	4,093,134	1/31/12	9, 38, and 42
	3,997,465	7/19/11	9, 38, and 42
Syntonics	4,916,973	3/15/16	9 and 42