### 900610323 04/19/2021

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM640153

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900600580

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
M-WAVE MUSIC PRODUCTS LLC CREDITORS TRUST		10/23/2020	Trust: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	SSA-IL, LLC
Street Address:	2666 Park Lake Dr.
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
Entity Type:	Limited Liability Company: COLORADO

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1164466	MORLEY
Registration Number:	2686100	LINE LEVEL SHIFTER
Registration Number:	2688379	EBTECH
Registration Number:	5441558	
Registration Number:	5932495	VINTAGE AS VINYL
Registration Number:	6032001	BAD HORSIE

### CORRESPONDENCE DATA

**Fax Number:** 8479649882

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:** 847-964-9475

**Email:** ysolis@schroederiplg.com

Correspondent Name: SCHROEDER INTELLECTUAL PROPERTY LAW GROU

Address Line 1: 155 N. PFINGSTEN ROAD

Address Line 2: SUITE 380

Address Line 4: DEERFIELD, ILLINOIS 60015

ATTORNEY DOCKET NUMBER: MWM-201027.580

NAME OF SUBMITTER: J. Christopher Schroeder

TRADEMARK 900610323 REEL: 007256 FRAME: 0766

SIGNATURE:	/J. Christopher Schroeder/
DATE SIGNED:	04/19/2021
Total Attachments: 5	
source=CoverSheet580#page1.tif	
source=Trade 2#page1.tif	
source=Trade 2#page2.tif	
source=Trade 2#page3.tif	
source=Trade 2#page4.tif	

TRADEMARK REEL: 007256 FRAME: 0767

# SCHROEDER INTELLECTUAL PROPERTY LAW GROUP, LLC

155 N. Pfingsten Rd. Suite 380 Deerfield, Illinois 60015 (847) 964-9475

### TRADEMARK ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement dated October 23, 2020, M-WAVE Music Products LLC Creditors Trust under control of Robert P. Handler of Commercial Recovery Associates, LLC, 205 W. Wacker Dr., Suite 918, Chicago, IL 60606 as Trustee/Assignee for the Benefit of Creditors of M-Wave Music Products, LLC (hereinafter referred to as "ASSIGNOR") hereby transfers, assigns, and conveys to SSA-IL, LLC, a Colorado limited liability corporation having a principle place of business at 2666 Park Lake Dr., Boulder, CO 80301 (hereinafter referred to as "ASSIGNEE"), ASSIGNOR's entire worldwide right, title and interest in and to, as well as the goodwill of, trademark registrations and trademark applications identified in the attached Exhibit A, their entirety which is incorporated herein, and made a part hereof; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with all of ASSIGNOR's right, title and interest in, if any, as well as the goodwill of the business associated with the trademark rights being assigned to ASSIGNEE, and any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT.

ASSIGNOR agrees, upon request, to perform all affirmative acts which may reasonably be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

ASSIGNEE acknowledges and agrees that ASSIGNEE will not acquire any rights of any other than the ASSIGNOR'S right, title and interest in and to the trademark registrations and trademark applications and the goodwill of the business associated therewith that ASSIGNOR owns or controls. ASSIGNOR makes no representation or warranty of good title to the trademark registrations and trademark applications but quitclaims all of its right, title and interest in and to the trademark registrations and trademark applications and goodwill of the business associated with the trademarks to ASSIGNEE.

1

ASSIGNEE ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PURCHASE AGREEMENT AND HEREIN, ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY WHATSOEVER AND ASSIGNEE HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ASSIGNED TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS AND GOODWIIL OF THE BUSINESS ASSOCIATED THEREWITH EXCEPT THOSE EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT AND HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, ASSIGNEE IS ACQUIRING THE ASSIGNED TRADEMARK TRADEMARK APPLICATIONS REGISTRATIONS AND AND **GOODWILL** ASSOCIATED OF THE BUSINESS ASSOCIATED THEREWITH ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ENFORCEABILITY, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants to SCHROEDER INTELLECTUAL PROPERTY LAW GROUP, LLC located at 155 N. Pfingsten Rd., Suite 380, Deerfield, IL 60015, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

(Signature page follows)

## (Signature page to Trademark Assignment)

**ASSIGNOR** 

M-WAVE Music Products LLC Creditors Trust

Date: October 23, 2020

signed: 1

Name: Robert P. Handler

Title: Trustee

Witness:

Witness: <u>RALIM VAINIVI</u>

ASSIGNEE SSA-IL, LLC

Date: October 23, 2020

Signed:

Name: Ron D. Huston

Title: Manager

Witness:

1177am.....

3

# XHIBIT A

04/14/2020	6,032,001	03/22/2019	88/351,850	US	BAD HORSIE	MWM-191013
12/10/2019	5,932,495	06/28/2017	87/509,292	US	VINTAGE AS VINYL	MWM-171023
04/10/2018	5,441,558	03/14/2017	87/370,592	US		MWM-171002
02/18/2003	2,688,379	03/25/2002	76/386,763	US	ЕВТЕСН	MWM-201029
02/11/2003	2,686,100	03/25/2002	76/386,753	US	LINE LEVEL SHIFTER	MWM-201028
08/11/1981	1,164,466	02/28/1980	73/251,892	US	MORLEY	MWM-201020
Date Registered	Registration Number	Filing  Date	Application Number	Country	Title	Attorney Docket No.

**RECORDED: 03/05/2021** 

TRADEMARK REEL: 007256 FRAME: 0771