

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cable Manufacturing & Assembly, Inc.		04/08/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Torque 2020 CMA Acquisition LLC		
Street Address:	55 Post Road West, 2nd Floor		
Internal Address:	c/o Torque Capital Group, LLC		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88571656	PERFORMAX	
Registration Number:	3518911	CMA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	lvincent@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	04/15/2021		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (“Agreement”) is executed as of April 8, 2021 (the “Effective Date”), by and between Cable Manufacturing & Assembly, Inc., an Ohio corporation (“Assignor”), and Torque 2020 CMA Acquisition LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor, Assignee, and other signatories are parties to the Asset Purchase and Contribution Agreement, dated as of the date hereof (the “Purchase Agreement”), and Assignor and Assignee are parties to the Bill of Sale and Assignment, dated as of the date hereof (the “Bill of Sale”), in each case whereby Assignor transfers certain assets to Assignee; and

WHEREAS, in connection to the transactions described in the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s rights, title and interests in all Company Intellectual Property.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Company Intellectual Property. To the extent owned by Assignor, Assignor hereby sells, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Liens other than Permitted Liens, all of Assignor’s rights, title, and interests in and to all Company Intellectual Property and all goodwill associated therewith, including but not limited to the Intellectual Property rights set forth on Schedule A, together with any pending applications or registrations therefor, the right to sue for any and all past infringements of such Intellectual Property rights, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (collectively, the “Assigned IP”).

Section 2 Further Assurances. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee’s title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee’s request (and at Assignee’s costs), in registering, protecting, defending, enforcing, and exercising any rights with respect thereto.

a. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States (“USPTO”), the United States Copyright Office (“USCO”) and all applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest of Assignor therein or otherwise as Assignee may direct.

b. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the USPTO, the USCO, or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or their agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or their agents, attorneys or designees, as applicable.

c. Assignor agrees to carry out, or have carried out for them, the formal transfer of the website names and addresses set forth on Schedule A (“Domain Names”) to Assignee in accordance with the domain name transfer procedures of the applicable Domain Name registrar (“Registrar”) or other current procedures as required to transfer ownership, registration and all other right, title and interest owned by Assignor in the Domain Names to Assignee, including the delivery of the proper transfer codes to authorize the transfer of the Domain Names.

d. Assignor hereby agrees that they will execute any and all documents that may be necessary to perfect Assignee’s rights in and to the Domain Names, including but not limited to such documents as are necessary to effect a successful transfer of the Domain Names to Assignee in accordance with the applicable procedures and to otherwise enable Assignee to hold the Domain Names for its own use and benefit and for the use and benefit of its successors and assigns.

Section 3 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and permitted assigns.

Section 4 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement or any transaction contemplated by this Agreement.

Section 5 Choice of Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

Section 6 Terms of the Purchase Agreement. Assignor’s representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement relating to the Company Intellectual Property, are incorporated herein by reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

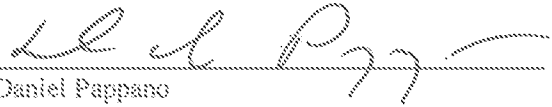
Section 7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

CABLE MANUFACTURING & ASSEMBLY, INC.

By: 
Name: Daniel Pappano
Title: President

ASSIGNEE:

TORQUE 2020 CMA ACQUISITION LLC

By: _____
Name: Jonathan Saltzman
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

CABLE MANUFACTURING & ASSEMBLY, INC.

By: _____
Name: Daniel Pappano
Title: President

ASSIGNEE:

TORQUE 2020 CMA ACQUISITION LLC

By: _____
Name: Jonathan Saltzman
Title: President

SCHEDULE A

ASSIGNED IP

1. Patents

Title	Country	Patent No.	Issue Date	Application No.	Filing Date
Cable assembly	U.S.	9091296	7/28/2015	14/021,171	9/9/2013

2. Trademark Registrations

Country / Location	Mark	Reg. No. / (Serial No.)	Reg. Date/ (Filing Date)	Status
US	PERFORMAX	(88/571,656)	(8/8/2019)	Pending; Response to Office Action due 5/12/2021
US	CMA & DESIGN	35 18911	10/21/2008	Registered & Incontestable
Madrid/WP	PERFORMAX	1520508	2/7/2020	Registered
Canada (Madrid designation)	PERFORMAX	(2018403)	(2/7/2020)	Pending
Mexico (Madrid designation)	PERFORMAX	(M2347539)	(2/7/2020)	Pending
Ohio (Trade Name Reg.)	CABLE MANUFACTURING & ASSEMBLY, INC.	2009466	3/30/2011	Registered

3. Domain Names

- A. cmacable.com
- B. Performaxcable.com
- C. Performaxcables.com