

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonorous, Inc.		07/01/2015	Corporation:
RECEIVING PARTY DATA			
Name:	Now Hear This, Inc.		
Street Address:	4701 Creedmoor Rd Suite 111		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612-4500		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4388661	ACCUFIT	
CORRESPONDENCE DATA			
Fax Number:	9198828890		
<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:	919-948-3849		
Email:	jkivus@morningstarlawgroup.com		
Correspondent Name:	John T. Kivus		
Address Line 1:	421 Fayetteville St. Suite 530		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	John T. Kivus		
SIGNATURE:	/John T. Kivus/		
DATE SIGNED:	08/14/2022		
Total Attachments: 2			
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OP \$40.00 4388661

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is made and entered into as of July 1, 2015 (“Effective Date”), by and between Sonorous, Inc., a North Carolina corporation with an address of 121 Duke Road, Winterville, North Carolina 28590 (hereinafter “Assignor”) and Now Hear This, Inc., a North Carolina corporation with a principal office of 4701 Creedmoor Rd Suite 111, Raleigh, NC 27612-4500 (hereinafter “Assignee”).

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s entire right, title and interest in and to the trademark ACCUFIT with Serial No. 85411695 and Registration No. 4388661 (“Trademark”), including without limitation all associated statutory and common law rights related to such trademark arising under the laws of any country or multi-national trademark authority.

NOW THEREFORE, for such good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree to the following:

1. Assignor hereby assigns, transfers, and relinquishes to Assignee, its successors and assigns, all right, title and interest in and to the Trademark together with the goodwill associated therewith, and all applications and/or registrations therefor, including all of Assignor’s rights to sue and recover for damages arising out of or in connection with any and all past, present, or future infringements or dilution of or damage to such Trademark or the associated goodwill.

2 Assignor hereby agrees to execute upon the request of Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Assignment in and to the Trademark, including all documents necessary to record in the name of the Assignee the assignment of the Trademark with the United States Patent and Trademark Office or the corresponding entity in any other country.

3. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees, and successors. This Assignment and the performance hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina. This Assignment may be executed in one or more counterparts, and signature pages may be transmitted by facsimile, e-mail or other electronic means, each of which when

executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

SONOROUS, INC.

Robert C. Keefer
SIGNATURE

Aug 10, 2022
DATE

Robert C. Keefer
PRINT NAME

OWNER
TITLE

NOW HEAR THIS, INC.

Robert C. Keefer
SIGNATURE

Aug 10, 2022
DATE

Robert C. Keefer
PRINT NAME

OWNER
TITLE