

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RADIO FREQUENCY SYSTEMS, INC.		10/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RADIO FREQUENCY SYSTEMS PTY LIMITED		
Street Address:	32-40 Garden Street		
City:	Killsyth VIC		
State/Country:	AUSTRALIA		
Postal Code:	3137		
Entity Type:	Corporation: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5387797	RFSTAR	
CORRESPONDENCE DATA			
Fax Number:	2032615676		
<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:	203-261-1234		
Email:	kro@warefressola.com		
Correspondent Name:	Ware, Fressola, Maguire & Barber LLP		
Address Line 1:	755 Main Street, Bldg. 5		
Address Line 2:	ATTN: Keith R. Obert		
Address Line 4:	Monroe, CONNECTICUT 06468		
NAME OF SUBMITTER:	Keith R. Obert		
SIGNATURE:	/Keith R. Obert/		
DATE SIGNED:	10/28/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (the "Agreement") is made on October 1, 2022 (the "Effective Date") by and between RADIO FREQUENCY SYSTEMS, INC. a company incorporated and existing under the laws of the state of Delaware whose head office is at 200 Pondview Drive, Meriden CT 06450, United states of America ("Assignor"), and RADIO FREQUENCY SYSTEMS PTY LIMITED, a corporation existing under the laws of the State of Victoria whose head office is at 32-40 Garden Street, Killislyth VIC 3137, Australia ("Assignee"), (each of Assignor and Assignee, a "Party", and collectively, the "Parties").

WHEREAS, both the Assignor and Assignee are Subsidiaries of the German company RFS HOLDING GmbH ("Holding") - Subsidiaries of Holding means company or corporation of which more than fifty percent (50%) of the shares entitled to vote for the election of directors or persons performing similar functions are at the pertinent time beneficially owned directly or indirectly by Holding); and

WHEREAS, the trademark RFSTAR covering "telecommunication antennas" is registered in the name of Assignor in the USA under n° 5387797 (the "Assigned Trademark")

WHEREAS, Assignor is manufacturing RFSTAR branded antennas which are being commercialized by Assignee; and

WHEREAS, Holding is willing to reorganize the legal structure of the RFS group's trademark portfolio in line with its business operations;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE I

SALE AND PURCHASE

Effective on the Effective Date and subject to the terms and conditions of this Agreement, Assignor hereby sells, transfers, assigns and conveys to Assignee, and Assignee purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademark, including any common law rights relating thereto, together with the goodwill of the business connected with and the current registration thereof.

Effective on the Effective Date, Assignee shall enjoy all benefits of the Assigned Trademark and all rights of ownership of the Assigned Trademark, including, without limitation, the rights to exploit, use, license and dispose of the Assigned Trademark and the rights to all proceeds of the foregoing, including the rights to institute suit or action relating to the Assigned Trademark and to recover damages for any past, present or future infringement thereof. To that effect, Assignee is subrogated to all Assignor's rights and actions, in substitution for those of Assignor.

ARTICLE II

RECORDATION

2.1 The recordation of this Trademark Assignment shall be the sole responsibility of Assignee. All expenses associated with or arising from the recordation of the Trademark Assignment with the USPTO shall be borne by Assignee.

2.2 Upon written request by Assignee within a period of twelve (12) months following the Effective Date, Assignor will execute and deliver to Assignee all necessary additional documents such as confirmatory assignment form within thirty (30) days of such request and take any other action as may be necessary to record the Trademark Assignment.

ARTICLE III

MISCELLANEOUS PROVISIONS

3.1 Disclaimer. Assignor does not make any representations or warranties with respect to the Assigned Trademark other than the material existence of the US registration n° 5387797.

3.2 Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or other right under any other intellectual property right owned by Assignor or Assignee.

3.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, it being understood and agreed that any prior representations, statements, understandings and agreements, oral or written, between the Parties are merged into this Agreement, which alone fully and completely expresses the Parties' agreement.

3.4 Governing Law and Jurisdiction. This Agreement shall be exclusively governed by and construed in accordance with the laws of Australia, without regard to its conflict of laws principles, and be subject to the exclusive jurisdiction of the courts of Australia.

3.5 Electronic Signatures. This Agreement may be executed by e-signatures and by using e-signatures to sign this Agreement the Parties acknowledge that execution in this manner creates binding contract between the Parties.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed by the authorized representatives designated below.

RADIO FREQUENCY SYSTEMS, INC.

By *Rebecca Reed*
Rebecca Reed (Oct 13, 2022 17:25 EDT)

Name Rebecca Reed

Title Treasurer

Date 13-Oct-2022


By *Christian Barb*
Christian Barb (Oct 13, 2022 19:41 CDT)

Name Christian Barb

Title President, RFS Inc.

Date 13-Oct-2022

RADIO FREQUENCY SYSTEMS PTY LIMITED

By 

Name Bal Gopal Naidu

Title General Manager/Director

Date 17-Oct-2022

By *Monika Maurer*
Monika Maurer (Oct 17, 2022 07:04 GMT+2)

Name Monika Maurer

Title President & CEO

Date 17-Oct-2022