

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808753

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900741443		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Military Parts Exchange LLC		12/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dynatech International LLC		
Street Address:	150-M Executive Drive		
City:	Edgewood		
State/Country:	NEW YORK		
Postal Code:	11717		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4360103	MPX MILITARY PARTS EXCHANGE LLC	
Registration Number:	4336464	MILITARY PARTS EXCHANGE	
Registration Number:	5936348	MILITARY PARTS EXCHANGE	
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:	trademarks@dechert.com		
Correspondent Name:	SPENCER JOFFRION		
Address Line 1:	1095 SIXTH AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10036		
NAME OF SUBMITTER:	Spencer Joffrion		
SIGNATURE:	/Spencer Joffrion/		
DATE SIGNED:	05/08/2023		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “Assignment”) is made and entered into as of December 31, 2022 (the “Effective Date”) by and among Military Parts Exchange LLC, a limited liability company organized under the laws of the State of Delaware (the “Assignor”), and Dynatech International LLC, a limited liability company organized under the laws of the State of Delaware (the “Assignee”).

WITNESSETH

WHEREAS, it has been decided by the sole member of Assignor that the entity shall be dissolved, effective as of the Effective Date, and all of the Intellectual Property (defined below) owned or held by Assignor, including the trademarks and domain name registrations set forth in Schedule A hereto (collectively, the “Assigned Intellectual Property”) shall be distributed to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. The Assignor hereby forever sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby accepts from Assignor, all of the Assignor’s right, title and interest in, to and under the Assigned Intellectual Property, including the Assigned Intellectual Property listed on Schedule A, together with all goodwill associated with any Assigned Intellectual Property. “Intellectual Property” means all intellectual and industrial property rights and other similar proprietary rights, in any jurisdiction throughout the world, whether registered or unregistered, including all rights pertaining to or deriving from: (i) patents and patent applications; (ii) inventions, invention disclosures, discoveries and improvements, whether or not patentable; (iii) copyrights and works of authorship, whether or not copyrightable; (iv) computer software and firmware, including data files, source code, object code and software-related specifications and documentation; (v) trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos, applications therefor, and the goodwill associated therewith; (vi) trade secrets, non-public information, confidential information, knowhow, business information and technical information (including formulas, techniques and processes), and rights to limit the use or disclosure thereof by any third party; (vii) domain names; (viii) proprietary databases and data compilations; (ix) all rights to sue for past, present and future infringement, misappropriation or other violation of any of the foregoing; (x) all documentation or other tangible embodiments that comprise, embody, disclose or describe any of the foregoing, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors’ notebooks, invention disclosures, digital files, software code embodied in media or firmware; and (xi) files related to the prosecution or enforcement of any of the foregoing, including such trademark prosecution or enforcement files in the custody of Assignor’s outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities.

2. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

3. Assignor's Acknowledgement of Assignee's Ownership. Assignor and Assignee acknowledge and agree that as of the Effective Date all Assigned Intellectual Property is owned solely and exclusively by Assignee. Assignor acknowledges and agrees that Assignee is and shall remain the sole and exclusive owner of all Assigned Intellectual Property and that Assignee shall have the sole and exclusive right to obtain, maintain, hold, register, and enforce such Assigned Intellectual Property.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. No Third Party Beneficiaries. This Assignment is not intended to, nor shall it, create any rights in or confer any benefits upon any person other than the parties to this Assignment.

6. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of law principles of such state.

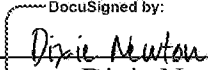
8. Counterparts. This Assignment may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email, shall be deemed an original, and all of which shall constitute one and the same agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

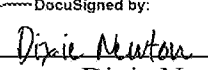
ASSIGNOR:

MILITARY PARTS EXCHANGE LLC,

By:  _____
Name: DDAADDK1GEM Dixie Newton
Title: Senior Vice President, Chief
Financial Officer


ASSIGNEE:

DYNATECH INTERNATIONAL LLC,

By:  _____
Name: DDAADDK1GEM Dixie Newton
Title: Chief Financial Officer

SCHEDULE A

1. The following trademark registrations and all rights and goodwill associated therewith:

Trademark	Jurisdiction	Registration No.	Registration Date
	U.S.A.	4360103	02-JUL-2013
MILITARY PARTS EXCHANGE	U.S.A.	4336464	14-MAY-2013
MILITARY PARTS EXCHANGE	U.S.A.	5936348	17-DEC-2019

2. The following domain name registrations (and associated websites):

www.mpxllc.com