

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anajet LLC		01/06/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	R-Pattern, Inc.		
Street Address:	2390-A Ward Avenue		
Internal Address:	Attn: Bradley Fletcher		
City:	Simi Valley		
State/Country:	CALIFORNIA		
Postal Code:	93065		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3896961	POLYBRIGHT	
Registration Number:	3896986	SPRINT	
Registration Number:	4140305	MPOWER	
Registration Number:	4371100	ANARIP	
Serial Number:	86844439	ANAJET	
Serial Number:	86844448	ANABRIGHT	
Serial Number:	86846723	SPECTRUM	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	951044		
NAME OF SUBMITTER:	Jean Paterson		

CH \$190.00 3896961

SIGNATURE:	/jep/
DATE SIGNED:	01/14/2016
Total Attachments: 5 source=1-13-16 Anajet LLC-TM#page1.tif source=1-13-16 Anajet LLC-TM#page2.tif source=1-13-16 Anajet LLC-TM#page3.tif source=1-13-16 Anajet LLC-TM#page4.tif source=1-13-16 Anajet LLC-TM#page5.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of January 6, 2016 (this “Trademark Assignment”) is made by ANAJET LLC, a California limited liability company (“Assignor”) to R-PATTERN, INC., a California corporation (“Assignee”).

WITNESSETH:

WHEREAS, concurrently with the execution and delivery of this Agreement, Assignee is purchasing from Assignor substantially all the assets of Assignor pursuant to the terms and conditions of an Asset Purchase Agreement made as of January 6, 2016 (the “Asset Purchase Agreement”);

WHEREAS, in connection with the Closing under the Asset Purchase Agreement, Assignor is entering into that certain Assignment of Proprietary Rights, dated as of the date hereof (the “Proprietary Rights Assignment”); and

WHEREAS, pursuant to the Proprietary Rights Assignment, Assignor is assigning all of its right, title and interest in, to and under all of its Proprietary Rights to Assignee, including the registered trademarks and pending trademark applications set forth on Schedule 1 hereto and the goodwill associated therewith (collectively, the “Trademarks”).

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

2. Transfer. Effective as of the Closing, Assignor hereby assigns, transfers and grants to Assignee all of Assignor’s right, title and undivided interest in, to and under the following:

(a) the Trademarks, including all common law, state, federal and international trademark rights thereto, together with the goodwill associated therewith;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing; and

(c) any and all past, present, and future claims of infringement, misappropriation, or violations of the foregoing, including the rights to any legal, equitable, and administrative remedies resulting from such claims.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Trademarks at the United States Patent and Trademark Office, and any foreign trademark authorities (where permissible under Law), to record this Trademark Assignment. Assignor shall cooperate with Assignee to facilitate the recording of all documents of transfer or assignment relating to the assignment of the Trademarks hereunder in accordance with Section 7.9 of the Asset Purchase Agreement.

4. Effect on Proprietary Rights Assignment. Assignor acknowledges and agrees that nothing in this Trademark Assignment shall change, alter, limit or reduce any rights granted to Assignee under the Proprietary Rights Assignment.

5. Captions and Headings. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

6. Successors and Assigns. This Trademark Assignment shall inure to the benefit of and be enforceable by Assignee and its successors and assigns.

7. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 6, 2016 before me, Teresa D. Lewis, a Notary Public
(insert name and title of the officer)

personally appeared Karl Tipre
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Schedule 1

LIST of Trademarks

Registered Servicemarks and Trademarks

Servicemark or Trademark	Registration No.	Registration Date
POLYBright	3,896,961	December 28, 2010
SPRINT	3,896,986	December 28, 2010
MPower	4,140,305	August 6, 2011
AnaRIP	4,371,000	July 23, 2013

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
AnaJet	86844439	December 9, 2015
AnaBRIGHT	86844448	December 9, 2015
SPECTRUM	86846723	December 11, 2015