# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM378087

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/29/2002

# 10/29/2002

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Midland Radio Corporation		01/28/2016	Corporation:

# **RECEIVING PARTY DATA**

Name:	Midland Consumer International Ltd.	
Street Address:	705 Houston Centre, 63 Mody Road	
City:	Kowloon	
State/Country:	HONG KONG	
Entity Type:	Limited Company: VIRGIN ISLANDS, BRITISH	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2642424	MIDLAND

## CORRESPONDENCE DATA

Fax Number:

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.

latour@irlaw.com Email: Eric D. Isicoff **Correspondent Name:** 

Address Line 1: 1200 Brickell Avenue

Address Line 2: **Suite 1900** 

Address Line 4: Miami, FLORIDA 33131

## DOMESTIC REPRESENTATIVE

Name: Eric D. Isicoff

Address Line 1: 1200 Brickell Avenue

Address Line 2: **Suite 1900** 

Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Carolina A. Latour
SIGNATURE:	/Carolina A. Latour/
DATE SIGNED:	03/26/2016

**Total Attachments: 2** 

**TRADEMARK** REEL: 005758 FRAME: 0404

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TRADEMARK REEL: 005758 FRAME: 0405

# ASSIGNMENT OF INTELLECTUAL PROPERTY (NUNC PRO TUNC)

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (NUNC PRO TUNC) (the "Agreement") is executed this <u>28</u> day of January, 2016, by and between Midland Radio Corporation (herein referred to as "Assignor") and Midland Consumer International, Ltd. (herein referred to as "Assignee"),

#### WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to Federal Trademark Registration No. 2,642,424 for the "MIDLAND" design and word mark, registered on October 29, 2002 (the "Trademark Registration");

WHEREAS, Assignor wishes to convey to Assignee all right, title and interest in and to the Trademark Registration and any common law rights associated therewith.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby irrevocably transfers, sets over, conveys and assigns to Assignee, effective as of October 29, 2002, any and all of Assignor's right, title and interest, including goodwill, in and to the Trademark Registration, as well as any and all common law rights associated therewith.
  - 2. Assignor represents and warrants to Assignee:
    - (a) Assignor has the right, power and authority to enter into this Agreement;
    - (b) Assignor is the owner of the Trademark Registration;
    - (c) The Trademark Registration is free of any liens, security interest, encumbrances or licenses:
    - (d) The Trademark Registration does not infringe the rights of any person or entity;
    - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark Registration;
    - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
    - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

Day

- 3. This Agreement shall be construed under and enforced in accordance with the laws of the State of Florida.
- 4. This Agreement contains the entire understanding of the agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**Midland Radio Corporation** 

Midland Consumer International, Ltd.

Y: <u>Guido Raccah</u>

ITS: Possidant

Market South

TRADEMARK REEL: 005758 FRAME: 0407

RECORDED: 03/26/2016