

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430733

| | |
|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 03/31/2017 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|--------------|
| APERION AUDIO, INC. | | 06/08/2017 | Corporation: |

RECEIVING PARTY DATA

| | |
|---------------------------|----------------------------------|
| Name: | PEAK PARTNERSHIP LLC |
| Doing Business As: | APERION AUDIO |
| Street Address: | 1515 S. Vermont Ave |
| City: | Boise |
| State/Country: | IDAHO |
| Postal Code: | 83706 |
| Entity Type: | Limited Liability Company: IDAHO |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 2660567 | APERION AUDIO |
| Registration Number: | 2725295 | APERION |
| Registration Number: | 2830536 | INTIMUS |
| Registration Number: | 3194837 | |
| Registration Number: | 3195273 | |
| Registration Number: | 3261777 | APERIONAUDIO.COM |
| Registration Number: | 3638100 | BRAVUS |
| Registration Number: | 4023665 | ZONA |
| Registration Number: | 4242433 | ARIS |

CORRESPONDENCE DATA

Fax Number: 5033873923

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.

Phone: 503-484-8542

Email: howard@hpr-law.net, bryan@hpr-law.net

Correspondent Name: Howard Russell

Address Line 1: PO Box 2107

Address Line 4: Lake Oswego, OREGON 97035

TRADEMARK

| | |
|---|------------------|
| NAME OF SUBMITTER: | Howard Russell |
| SIGNATURE: | /Howard Russell/ |
| DATE SIGNED: | 06/09/2017 |
| Total Attachments: 5 source=170608 IP Assignment Agreement H - Signed#page1.tif source=170608 IP Assignment Agreement H - Signed#page2.tif source=170608 IP Assignment Agreement H - Signed#page3.tif source=170608 IP Assignment Agreement H - Signed#page4.tif source=170608 IP Assignment Agreement H - Signed#page5.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Assignment**”) is made and entered into as of March 31st, 2017 (the “**Effective Date**”) by and between APERION AUDIO, INC., an Oregon domestic business corporation located at 15887 SW 72nd Ave, Portland, OR 97224 (“**Assignor**”) and PEAK PARTNERSHIP LLC dba APERION AUDIO, an Idaho limited liability company located at 1515 S. Vermont Ave, Boise, ID 83706 (“**Assignee**”). Assignor and Assignee are referred to collectively herein as the “**Parties**”. Any capitalized terms used in this Assignment but not otherwise defined therein shall have the meanings set forth in the APA (as defined below).

RECITALS

A. **WHEREAS**, Assignee, Assignor and certain other parties are party to that certain Asset Purchase Agreement, of even date herewith (“**APA**”);

B. **WHEREAS**, Assignor is the exclusive owner of the entire right, title and interest in, to and under the (i) patents and patent applications set forth on Schedule 1 (the “**Scheduled Patents**”), (ii) the trademark registrations and applications for registration of trademarks set forth on Schedule 2 together with all the goodwill and business associated therewith (the “**Scheduled Trademarks**”) and (iii) particularly the domain name aperionaudio.com, and which, together with the Scheduled Patents comprise the “**Scheduled Intellectual Property**”); and

C. **WHEREAS**, pursuant to the APA, Assignor has agreed to assign and transfer to Assignee all Intellectual Property, comprising all Scheduled Intellectual Property, all copyrights (registered and non-registered), all common law trademarks and their associated goodwill and business associated therewith, all social media account data, information, passwords, and email addresses, all Internet domain names, all knowhow, and any and all trade secret rights, owned by Assignor as of the Effective Date.

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title, interest, goodwill and business associated therewith, including but not limited to all goodwill and business associated with the Scheduled Trademarks, in, to and under all Intellectual Property owned by Assignor (including, without limitation, the Scheduled Intellectual Property) (the “**Assigned Intellectual Property**”), including, without limitation (i) any United States, international and foreign counterparts or equivalents thereof, (ii) registrations, applications, renewals, extensions, divisionals, renewals, provisionals, or substitutions thereof, (iii) any other patents, applications or extensions that claim priority thereto, any certificates of invention based upon or covering any portion thereof and any inventions disclosed therein, (iv) all social media account data, information, passwords, email addresses, internet domain names, including but not limited to aperionaudio.com, knowhow, and any and all trade secret rights, and (v) all rights of registration, duplication, reproduction, performance, display, distribution, publication, rights to create derivative works, and moral rights, in each case in the United States and elsewhere, and together with all (a) income, royalties, damages and payments due or payable as of the Effective Date or thereafter (including damages and payments for past, present or future infringements, misappropriations or dilutions thereof, the right to sue and recover for past, present or future infringements, misappropriations or dilutions thereof; and

(b) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to any such Intellectual Property. Assignor hereby waives any moral rights, including, but not limited to, rights of attribution, integrity, and disclosure, arising from all or any party of such Intellectual Property, together with all claims for damages and other remedies asserted on the basis of moral rights, and hereby sells, assigns, transfers, conveys and delivers to Assignee any waivers granted to Assignor of any such moral rights.

2. Further Assurances.

(a) Assignor hereby covenants, agrees and undertakes to execute and deliver to Assignee, whenever requested by Assignee and without further compensation to Assignor, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary and/or desirable in connection with the perfection in Assignee of the rights sold, assigned, transferred, conveyed or delivered to Assignee pursuant to this Assignment, recording such sale, assignment, transfer, conveyance or delivery and for securing to Assignee or for maintaining for Assignee such rights, including, without limitation, the execution of separate assignments to accomplish or record such sale, assignment, transfer, conveyance or delivery to Assignee of such rights in any other country or jurisdiction, and to cooperate and assist reasonably with Assignee to do all other affirmative acts in connection therewith. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact (which such appointment shall be deemed coupled with an interest) with respect to the Assigned Intellectual Property to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which such documents may be required to sell, assign, transfer, convey, delivery or confirm the rights sold, transferred, conveyed, delivered and confirmed herein.

(b) Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or United States Copyright Office, or rules of other entities, including, but not limited to, United States or foreign governments or patent, trademark or copyright offices or registrars, for recordation of this Assignment. Assignee shall have the right to file or record this Assignment and any additional assignment documents as provided in this Article 2 with the United States Patent and Trademark Office, United States Copyright Office, and any other equivalent authority, entity or agency anywhere else in the world or any domain name registrar, and each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Register of Copyrights of the United States, and any such equivalent authorities, entities or agencies or domain name registrars to record Assignee as the assignee and owner of the Assigned Intellectual Property.

3. Miscellaneous.

(a) This Assignment shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Oregon or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

EXECUTION COPY

(b) This Assignment may be executed in multiple counterparts all of which taken together shall constitute one and the same agreement. This Assignment, to the extent signed and delivered by means of a facsimile machine or other electronic delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effects as if were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement shall raise the use of a facsimile machine or other electronic delivery to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of facsimile machine as a defense to the formation of an agreement and each such Party forever waives any such defense.

(c) The Schedules constitute a part of this Assignment and are incorporated into this Assignment for all purposes.

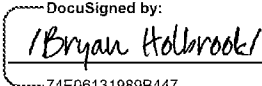
IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

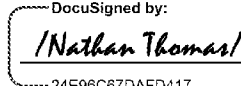
ASSIGNOR

ASSIGNEE

APERION AUDIO, INC.

PEAK PARTNERSHIP LLC dba APERION AUDIO

By:  _____
74E06131989B447...

By:  _____
24E96C67DAFD417...

Name: Bryan Holbrook

Name: Nathan Thomas





Title: Sole Shareholder

Title: President

Schedule 1**Patents and Patent Applications**

| Country | Title | Serial No. | Filing Date | Patent No. | Grant Date |
|----------------|--|-------------------|--------------------|-------------------|-------------------|
| U.S. | LOUDSPEAKER THAT IS AXIALLY STABILIZED OUT OF THE DIAPHRAGM SUSPENSION PLANE | 12/833,443 | 7/9/10 | 8,428,295 | 4/23/13 |
| U.S. | LOUDSPEAKER THAT IS AXIALLY STABILIZED OUT OF THE DIAPHRAGM SUSPENSION PLANE | 13/867,068 | 4/20/13 | 9,014,412 | 4/21/15 |

Schedule 2**Trademark Registrations and Applications for Registration of Trademarks**

| Country/State | Mark | Serial No. | Filing Date | Registration No. | Issue Date |
|---------------|---|------------|-------------|------------------|------------|
| U.S. | APERION AUDIO | 76/238,898 | 4/11/01 | 2,660,567 | 12/10/02 |
| U.S. | APERION | 76/238,899 | 4/11/01 | 2,725,295 | 6/10/03 |
| U.S. | INTIMUS | 76/375,663 | 2/27/02 | 2,830,536 | 4/6/04 |
| U.S. |  | 78/170,111 | 10/2/02 | 3,194,837 | 1/2/07 |
| U.S. |  | 78/976,984 | 10/2/02 | 3,195,273 | 1/2/07 |
| U.S. | APERIONAUDIO.COM | 78/233,650 | 4/3/03 | 3,261,777 | 7/10/07 |
| U.S. | BRAVUS | 77/539,877 | 8/5/08 | 3,638,100 | 6/16/09 |
| U.S. | ZONA | 85/064,855 | 6/16/10 | 4,023,665 | 9/6/11 |
| U.S. | ARIS | 85/064,865 | 6/16/10 | 4,242,433 | 11/13/12 |
| China | INTIMUS | | 9/13/05 | 4,893,916 | 9/7/08 |
| China | POWERED BY HD-X ³ | | 9/13/05 | 4,893,917 | 9/7/08 |
| China |  | | 9/13/05 | 4,894,386 | 9/7/08 |
| China |  | | 9/13/05 | 4,894,387 | 9/7/08 |
| China | APERIONAUDIO.COM | | 9/13/05 | 4,894,388 | 9/7/08 |