# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM450217

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** NUNC PRO TUNC ASSIGNMENT

**EFFECTIVE DATE:** 12/12/2008

#### **CONVEYING PARTY DATA**

| Name                          | Formerly | Execution Date | Entity Type          |
|-------------------------------|----------|----------------|----------------------|
| Lab Partners Associates, Inc. |          | 11/07/2017     | Corporation: VERMONT |

#### **RECEIVING PARTY DATA**

| Name:           | Mamiya America Corporation |
|-----------------|----------------------------|
| Street Address: | 8 Westchester Plaza        |
| City:           | Elmsford                   |
| State/Country:  | NEW YORK                   |
| Postal Code:    | 10523                      |
| Entity Type:    | Corporation: NEW YORK      |

### **PROPERTY NUMBERS Total: 3**

| Property Type        | Number  | Word Mark         |
|----------------------|---------|-------------------|
| Registration Number: | 2115904 | POCKETWIZARD      |
| Registration Number: | 2385480 | POCKETWIZARD PLUS |
| Registration Number: | 3367619 | POCKETWIZARD      |

#### CORRESPONDENCE DATA

8028627512 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.

Phone: 802-863-2375 Email: tmip@drm.com

Cathleen E. Stadecker **Correspondent Name:** 

Address Line 1: 199 Main Street

Address Line 4: Burlington, VERMONT 05401

NAME OF SUBMITTER: Cathleen E. Stadecker **SIGNATURE:** /Cathleen E. Stadecker/ 11/08/2017 **DATE SIGNED:** 

**Total Attachments: 5** 

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# CORRECTIVE TRADEMARK ASSIGNMENT

This Corrective Assignment is made pursuant to the December 12, 2008 agreement between Mamiya America Corporation ("MAC") and Lab Partners Associates, Inc. ("LPA") to correct the Trademark Assignment identified as Exhibit A so that is effective as of December 12, 2008.

WHEREAS, LPA, a corporation organized under the laws of the State of Vermont (hereinafter "Assignor"), a company organized and existing under the laws of Vermont with a current place of business at 21 Gregory Drive, South Burlington, Vermont 05403, is the owner of the trademarks POCKETWIZARD; POCKETWIZARD PLUS; and POCKETWIZARD PLUS II (hereinafter collectively the "Trademarks") and the following U.S. Trademark Registrations and applications therefor:

| Registration Nos. | <u>Mark</u>          | Registration Date  | <u>Class</u> |
|-------------------|----------------------|--------------------|--------------|
| 2,115,904         | POCKETWIZARD         | November 25, 1997  | 9            |
| 2,385,480         | POCKETWIZARD PLUS    | September 12, 2000 | 9            |
| 3,367,618         | POCKETWIZARD PLUS II | January 15, 2008   | 9            |
| 3,367,619         | POCKETWIZARD         | January 15, 2008   | 9            |

WHEREAS, Mamiya America Corporation, a company organized and existing under the laws of New York (hereinafter "Assignee"), having a place of business located at 8 Westchester Plaza, Elmsford, New York 10523, desires to acquire the Trademarks mark from Assignor, together with U.S. Trademark Registration Nos. 2,115,904; 2,385,480; 3,367,618; and 3,367,619 and the attendant goodwill;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor confirms it has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer, unto Assignee, and its successors, assigns or other legal representatives, *nunc pro tunc* as of December 12, 2008, its entire right, title and interest (including common law rights) whatever such rights, title or interest may be in and to said Trademarks and U.S. Trademark

Registration Nos. 2,115,904; 2,385,480; 3,367,618; and 3,367,619, together with the goodwill of the business in connection with which the Trademarks are used and the right to sue for and collect damages for past infringement of said Trademarks.

IN WITNESS WHEREOF, Assignor has signed this document this \_\_\_\_ day of November, 2017.

LAB PARTNERS ASSOCIATES, INC.

Name: Matthew Bean Title: President

17251092.1

# **EXHIBIT A**

# TRADEMARK ASSIGNMENT

WHEREAS, Lab Partners Associates, Inc., a corporation organized under the laws of the State of Vermont (hereinafter "Assignor"), a company organized and existing under the laws of Vermont with a place of business located at 41 IDX Drive S. Burlington, Vermont 05403, is the owner of the trademarks POCKETWIZARD; POCKETWIZARD PLUS; and POCKETWIZARD PLUS II (hereinafter collectively the "Trademarks") and the following U.S. Trademark Registrations and applications therefor:

| Registration Nos. | <u>Mark</u>          | Registration Date  | <u>Class</u> |
|-------------------|----------------------|--------------------|--------------|
| 2,115,904         | POCKETWIZARD         | November 25, 1997  | 9            |
| 2,385,480         | POCKETWIZARD PLUS    | September 12, 2000 | 9            |
| 3,367,618         | POCKETWIZARD PLUS II | January 15, 2008   | 9            |
| 3,367,619         | POCKETWIZARD         | January 15, 2008   | 9            |

WHEREAS, Mamiya America Corporation, a company organized and existing under the laws of New York (hereinafter "Assignee"), having a place of business located at 8 Westchester Plaza, Elmsford, New York 10523, desires to acquire the Trademarks mark from Assignor, together with U.S. Trademark Registration Nos. 2,115,904; 2,385,480; 3,367,618; and 3,367,619 and the attendant goodwill;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto Assignee, and its successors, assigns or other legal representatives, its entire right, title and interest (including common law rights) whatever such rights, title or interest may be in and to said Trademarks and U.S. Trademark Registration Nos. 2,115,904; 2,385,480; 3,367,618; and 3,367,619, together with the

goodwill of the business in connection with which the Trademarks are used and the right to sue for and collect damages for past infringement of said Trademarks.

IN WITNESS WHEREOF, Assignor has signed this document this <u>19</u> day of <u>Many</u>, 2008.

LAB PARTNERS ASSOCIATES, INC.

Dy.<u>\_\_\_</u> Name:

Title:

# **ACKNOWLEDGMENT**

| STATE OF <u>Vernet</u> ) : ss.: COUNTY OF <u>litelan</u> )   |
|--|
| COUNTY OF Chitteren )  |
| On this <u>Ysk</u> day of <u>Newton</u> , 2008, before me personally came depose and say that he is the <u>Newton</u> of Lab Partners Associates, Inc., the corporation described in and which executed the foregoing instrument; and that he is duly authorized to execute the foregoing instrument on behalf of the said corporation |
|  |
| Notary Public  |

**RECORDED: 11/08/2017**