

900502915 06/17/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KOA Speer Electronics, Inc.		6/11/19	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KOA Corporation		
Street Address:	14016, Oaza, Naka-minowa, Minowa-machi		
City:	Kamiina-gun, Nagano		
State/Country:	JAPAN		
Postal Code:	399-4697		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2272088	KOA	
Registration Number:	2340831	KOA	
Registration Number:	1189186	KOA	
CORRESPONDENCE DATA			
Fax Number:	7034132220		
<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:	703-413-3000		
Email:	tmdocket@oblon.com		
Correspondent Name:	Brian B. Darville		
Address Line 1:	Oblon, McClelland, Maier & Neustadt, LLP		
Address Line 2:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
DOMESTIC REPRESENTATIVE			
Name:	Oblon, McClelland, Maier & Neustadt, LLP		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	Brian B. Darville		
SIGNATURE:	/Brian B. Darville/		

OP \$90.00 2272088

DATE SIGNED:	06/17/2019
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Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Agreement ("Agreement") is agreed to and entered into effective as of the last date of execution below ("Effective Date"), by and between:

KOA Speer Electronics, Inc., a corporation organized and existing under the laws of Delaware having an address at 199 Bolivar Drive, Bradford, PA 16701 ("**Assignor**"); and

KOA Corporation, a corporation organized and existing under the laws of Japan, having its legal address at 14016, Oaza, Naka-minowa, Minowa-machi, Kamiina-gun, Nagano, 399-4697 Japan ("**Assignee**").

WHEREAS, **Assignor** represents and warrants that it owns all right, title and interest in and to the trademarks identified in **Exhibit A** to this Agreement, all common law rights in those marks and the associated goodwill of the business associated with the marks (hereinafter collectively the "Trademarks");

Assignor wishes to assign all of its rights, title and interest in and to the Trademarks, including all trademark and other rights in the Trademarks and all associated goodwill to **Assignee**.

NOW THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, **Assignor** and **Assignee** agree as follows:

1. **Agreement:** **Assignor** hereby sells, assigns, and transfers in perpetuity, all right (whether now known or hereinafter invented), title, and interest, throughout the world, to the Trademarks, including but not limited to: (a) all trademarks in the Trademarks and all goodwill of the business associated with the Trademarks and any registrations and applications relating thereto and any renewals and extensions thereof; (b) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Trademarks; (c) all causes of action, either in law or in equity for past, present, or future infringement based on the Trademarks; and (e) all rights corresponding to the foregoing throughout the world. During the legal term of the Trademarks, **Assignee** shall have the sole and exclusive right to produce, publish, copy, and use, the Trademarks.
2. **ASSIGNOR'S REPRESENTATIONS:** **Assignor** represents and warrants that: (a) it is the sole owner of the Trademarks; (b) it solely owns all rights, title and interest in and to the Trademarks; (c) it has the power to enter into this Agreement; (d) it has not previously assigned, encumbered, transferred or pledged its rights, title and interest in and to the Trademarks to any other person or entity; and (e) the rights transferred in this Agreement are free of lien, encumbrance or adverse claim.
3. **CONTINUING OBLIGATIONS:** **Assignor** agrees to execute all papers and to perform such other proper acts as **Assignee** may deem necessary to secure or perfect for **Assignee** or its designee the rights herein assigned.

4. **INDEMNIFICATION:** Assignor agrees to indemnify the Assignee in respect of claims made against Assignee by third parties for trademark infringement or unfair competition related to publication or use of the Trademarks.
5. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind Assignor and Assignee and their respective heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law provisions.

This Agreement is and shall be effective as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date indicated below.

ASSIGNOR:

KOA SPEER ELECTRONICS, INC. KOA

By: *Phillip Mitchell*

Title: *V.R. Marketing*

Date: *June 11*, 2019

ASSIGNEE:

KOA CORPORATION


By: *[Signature]*


Title: *Executive Director*

Date: *May, 15*, 2019

EXHIBIT A

KOA, U.S. Reg. 2272088, Class 9

 , U.S. Reg. 2340831, Class 9

 , U.S. Reg. 1189186, Class 9