

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616269

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Michael S. Polsky, Esq.		09/30/2019	Wis. Stat. Chapter 128 Receiver of AMS Liquidation, LLC (f/k/a Adaptive Micro Systems, LLC): WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMS Acquisition, LLC		
<b>Street Address:</b>	7840 North 86 Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53224		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4954321	MEDIAMASTER	
<b>Registration Number:</b>	3772506	EZVIEW	
<b>Registration Number:</b>	3239829	ALPHAXPRESS	
<b>Registration Number:</b>	3379631	OOH!MEDIA	
<b>Registration Number:</b>	3492662	STREETSMART	
<b>Registration Number:</b>	2937834	ALPHAVISION PC	
<b>Registration Number:</b>	2437912	ADAPTIVE	
<b>Registration Number:</b>	2422596	ALPHA	
<b>Registration Number:</b>	1930268	BIG DOT	
<b>Registration Number:</b>	1743882	BETABRITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142735198		
<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>			
<b>Phone:</b>	4142733500		
<b>Email:</b>	alosiniecki@gklaw.com		
<b>Correspondent Name:</b>	Shane Delsman		
<b>Address Line 1:</b>	833 E. Michigan Street		
<b>TRADEMARK</b>			

CH \$265.00 4954321

**Address Line 2:** Suite 1800  
**Address Line 4:** Milwaukee, WISCONSIN 53202

**ATTORNEY DOCKET NUMBER:** 010536-0040

**NAME OF SUBMITTER:** Shane Delsman

**SIGNATURE:** /Shane Delsman/

**DATE SIGNED:** 12/22/2020

**Total Attachments: 4**

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## PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (the "Assignment") is made and shall be effective as of the Effective Date (defined below), by and among, Michael S. Polsky, Esq., as Wis. Stats. Chapter 128 Receiver ("Receiver") of AMS Liquidation, LLC (f/k/a Adaptive Micro Systems, LLC, a Wisconsin limited liability company ("Company"), and AMS Acquisition, LLC, a Wisconsin limited liability company ("Purchaser").

WHEREAS, the patent shown on the attached Schedule A is referred to hereafter as the "Assigned Patent"; the trademarks and trademark registrations shown on the attached Schedule B are referred to hereafter as the "Assigned Trademarks"; and the Assigned Patent (including all applications relating thereto, and all divisionals, continuations, continuations-in-part, provisions, reissues, renewals, reexaminations, and extensions thereof) and the Assigned Trademarks (including any related renewals and common law rights, including the goodwill associated therewith are collectively referred to herein as the "Assigned Intellectual Property";

WHEREAS, on September 30, 2019 (the "Effective Date"), Purchaser acquired certain assets of Company, including all intellectual property owned by the Company, pursuant to an Asset Purchase Agreement dated September 26, 2019, between Receiver, Purchaser and the other parties signatory thereto (the "Asset Purchase Agreement"); and

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement, the sufficiency of which is hereby acknowledged, effective as of the Effective Date, Receiver agrees to and does hereby sell, assign, and transfer to Purchaser any and all right, title, and interest Receiver may have in and to the Assigned Intellectual Property, together with any and all claims or causes of action for infringement thereof that may accrue after the Effective Date, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action, to be held and enjoyed by the Purchaser for its own use and benefit and for its successors and assigns as the same would have been held by Company had this Patent and Trademark Assignment not been made. For purposes of clarity, Receiver does not hereby assign, and specifically retains, any and all claims or causes of action for infringement of the Assigned Intellectual Property that accrued on or prior to the Effective Date.

Where appropriate, the parties authorize and request the Commissioner of Trademarks and the Commissioner of Patents of the United States Patent and Trademark Office, whose duty it is to register trademarks and patents, respectively, to record Purchaser as the assignee and owner of the Assigned Intellectual Property.

Purchaser and Company hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required or as Purchaser may reasonably request in order to confirm and further effectuate the sale and assignment of the Assigned Intellectual Property by Company to Purchaser.

Other than the representations and warranties expressly set forth in the Asset Purchase Agreement, Receiver's assignment of the Assigned Intellectual Property is AS IS, WHERE IS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Without

intending to limit the generality of the foregoing sentence, Receiver makes no representations or warranties, either express or implied, as to the adequacy, sufficiency or freedom from defects of the Assigned Intellectual Property, including freedom from any claim of infringement that may result from the use thereof.

The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement.

This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Wisconsin, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignor.

PURCHASER:

AMS ACQUISITION, LLC

By: Patrick A. Callahan

Patrick A. Callahan

Corporate Counsel of Traffic and Parking Control  
Co., Inc., its sole member

RECEIVER:

Michael S. Polsky

Michael S. Polsky, Esq.

Wis. Stat. Chapter 128 Receiver of AMS  
Liquidation, LLC (f/k/a Adaptive Micro Systems,  
LLC)

**SCHEDULE A: ASSIGNED PATENT**

The following patent:

<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>	<b>Country</b>
9,930,148	3/27/2018	ROADSIDE SIGN CONTROLLER AND DYNAMIC MESSAGE SIGN SYSTEM	USA

**SCHEDULE B: ASSIGNED TRADEMARKS**

<b>MARK</b>	<b>JURISDICTION</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
MEDIAMASTER	USA	4954321	05/10/2016
EZVIEW	USA	3772506	04/06/2010
ALPHAXPRESS	USA	3239829	05/08/2007
OOH!MEDIA	USA	3379631	02/05/2008
STREETSMART	USA	3492662	08/26/2008
ALPHAVISION PC	USA	2937834	04/05/2005
ADAPTIVE	USA	2437912	03/27/2001
ALPHA	USA	2422596	01/23/2001
BIG DOT	USA	1930268	10/24/1995
BETABRITE	USA	1743882	12/29/1992
ADAPTIVE MICRO SYSTEMS	WI	20025300357	08/21/2002