

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
White's Electronics, Inc.		10/16/2020	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Garrett Electronics, Inc.		
Also Known As:	Garrett Metal Detectors		
Street Address:	1881 West State Street		
City:	Garland		
State/Country:	TEXAS		
Postal Code:	75042		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3625381	AUTO TRAC	
Registration Number:	2506112	BEACHHUNTER	
Registration Number:	2244539	BULLSEYE	
Registration Number:	3787349	COINMASTER	
Registration Number:	4279627	GMT	
Registration Number:	4310704	PROSTAR	
Registration Number:	3617044	SPECTRA	
Registration Number:	3787350	TREASUREMASTER	
Registration Number:	5167162	XVENTURE	
Registration Number:	1787960	AUTO-SCAN	
Registration Number:	1462631	EAGLE	
Registration Number:	1654807	GOLDMASTER	
Registration Number:	0901798	GOLD MASTER	
Registration Number:	1934157	MAXIMA	
Registration Number:	2905987	PRIZM	
Registration Number:	1817380	SIGNAGRAPH	
Registration Number:	3667755	SPECTRAGRAPH	
Registration Number:	3944896	SPECTRAMAXX	

OP \$715.00 3625381

Property Type	Number	Word Mark
Registration Number:	3667751	SPECTRASOUND
Registration Number:	4369361	SPECTRA-SCAN
Registration Number:	4373216	SPECTRA-SCAN
Registration Number:	1749289	SPECTRUM
Registration Number:	1636048	SURF MASTER
Registration Number:	2282115	TWIN D
Registration Number:	1845504	WHAT'S IN THE GROUND IS ON THE SCREEN
Registration Number:	1162578	WHITE'S
Registration Number:	1164465	WHITE'S
Registration Number:	1931295	XLT

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3308

Email: jchester@sidley.com

Correspondent Name: Julia M. Chester c/o Sidley Austin LLP

Address Line 1: 2021 McKinney Avenue

Address Line 2: Suite 2000

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Julia M. Chester

SIGNATURE: /Julia M. Chester/

DATE SIGNED: 12/29/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Assignment**"), made to be effective as of October 16, 2020, is by and between White's Electronics, Inc., an Oregon corporation ("**Assignor**") and Garrett Electronics, Inc., a Texas corporation, d/b/a Garrett Metal Detectors ("**Assignee**").

WHEREAS, concurrently with the execution and delivery hereof, Assignor, Assignee, and the other parties named therein are entering into an Asset Purchase Agreement (the "**Purchase Agreement**");

WHEREAS, the Purchase Agreement provides that Assignor shall sell, convey, assign, transfer, and deliver to Assignee all of the Intellectual Property Assets (as defined in the Purchase Agreement), including the intellectual property assets identified on Schedule A to this Assignment (the "**Intellectual Property Assets**");

WHEREAS, Assignor desires to deliver to Assignee such instruments of assignment as are necessary or appropriate in order to sell, convey, assign, transfer, and deliver to Assignee all of the Intellectual Property Assets; and

WHEREAS, pursuant to Article II of the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment to Assignee;

NOW, THEREFORE, in consideration of the premises, the terms and conditions set forth herein, the mutual benefits to be derived by the performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, assign, transfer, and set over unto Assignee, its successors and assigns, all of Assignor's rights, title, and interest in and to the Intellectual Property Assets throughout the world.

2. For all trademarks and tradenames included within the Intellectual Property Assets ("**Trademarks**"), Assignor does further hereby sell, assign, transfer, and set over unto Assignee, its successors and assigns, all goodwill of the business associated with the Trademarks and the registrations therefor, as well as any common law rights which may exist and are associated therewith, together with the goodwill of the business symbolized thereby and appurtenant thereto.

3. For all inventions, patentable subject matter, patents, and applications therefore comprised in, disclosed by, or otherwise include within the Intellectual Property Assets ("**Patents**"), Assignor does further hereby sell, assign, transfer, and set over unto Assignee, its successors and assigns, the entire right, title, and interest within the United States and throughout the world of Assignor in and to said Patents, and any patents that may issue for said inventions in the United States and in all countries and territories foreign to the United States, including the full right to claim for any such patent applications included therein, all benefits and priority rights under any applicable convention; together with the entire right, title, and interest in and to all continuations, divisions, renewals, and extensions of any of such patent applications and patents included therein and any provisional application to which any of the patent applications included therein may claim priority; to have and to hold for the sole and exclusive use and benefit of Assignee, its successors and assigns, to the full end of the term and terms for all such Patents.

4. Assignor does hereby sell, assign, transfer, and set over unto Assignee, its successors, and assigns, all claims for damages by reason of past infringement or unauthorized use of any of the Intellectual

Property Assets, the right to sue for and collect same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors or assigns.

5. Assignor authorizes the Director of the United States Patent and Trademark Office and the corresponding officials of other jurisdictions, as appropriate, whose duty it is to record registrations, applications, and title to any of the Intellectual Property Assets, to record any of the Intellectual Property Assets, and title thereto, as the property of Assignee, in accordance with the terms of this Assignment and to issue to Assignee all registrations and all letters patent for any of the Intellectual Property Assets.

6. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignor has executed this Assignment be effective as of the Effective Date stated above.

ASSIGNOR: WHITE'S ELECTRONICS, INC.,
an Oregon corporation

By Mary A. White
Mary A. White, its authorized representative

ASSIGNEE: GARRETT ELECTRONICS, INC.,
a Texas corporation

By _____,
its authorized representative

Property Assets, the right to sue for and collect same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors or assigns.

5. Assignor authorizes the Director of the United States Patent and Trademark Office and the corresponding officials of other jurisdictions, as appropriate, whose duty it is to record registrations, applications, and title to any of the Intellectual Property Assets, to record any of the Intellectual Property Assets, and title thereto, as the property of Assignee, in accordance with the terms of this Assignment and to issue to Assignee all registrations and all letters patent for any of the Intellectual Property Assets.

6. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignor has executed this Assignment be effective as of the Effective Date stated above.

ASSIGNOR: WHITE'S ELECTRONICS, INC.,
an Oregon corporation

By _____
Mary A. White, its authorized representative

ASSIGNEE: GARRETT ELECTRONICS, INC.,
a Texas corporation

By M. P. Boyd
M. P. Boyd, its authorized representative

**SCHEDULE A
INTELLECTUAL PROPERTY ASSETS**

Trademarks:

<u>United States TM's</u>	<u>TM #</u>	<u>Issue Date</u>
AUTO TRAC	3,625,381	05/26/2009
BeachHunter	2,506,112	11/13/2001
Bullseye	2,244,539	05/11/1999
Coinmaster	3,787,349	05/11/2010
GMT	4,279,627	01/22/2013
Pro Star	4,310,704	03/26/2013
SPECTRA	3,617,044	05/05/2009
Treasuremaster	3,787,350	05/11/2010
XVENTURE	5,167,162	03/21/2017
AUTO-SCAN	1,787,960	08/17/1993
Eagle	1,462,631	11/05/1992
Goldmaster	1,654,807	08/27/1991
Gold Master & Design	901,798	11/03/1970
MAXIMA	1,934,157	11/07/1995
Prizm	2,905,987	11/30/2004
Signagraph	1,817,380	01/18/1994
Spectragraph	3,667,755	08/11/2009
SPECTRAMAXX	3,944,896	04/12/2011
Spectrasound	3,667,751	08/11/2009
SPECTRA-SCAN	4,369,361	07/16/2013
SPECTRA-SCAN & Design	4,373,216	07/16/2013
SPECTRUM	1,749,289	01/26/1993
Surfmaster	1,636,048	02/26/1991
Tube Placement Verifier System	5,325,873	07/05/1994
TWIN D	2,282,115	09/29/1999
What's In The Ground Is On The Screen	1,845,504	07/19/1994
White's	1,162,578	07/28/1981
White's & Design	1,164,465	08/11/1981
XLT (Spectrum XLT)	1,931,295	10/31/1995

Foreign TM's

Angola –		
GMT	32,334	06/13/2012
White's	32,335	06/13/2012
White's & Design	32,333	06/13/2012

Australia --		
Coinmaster	337,198	05/16/1983
Goldmaster	339,412	10/25/1979
White's	342,804	02/14/1985
White's & Design	337,199	10/18/1984
Benelux -		
White's	435,053	03/06/1987
White's & Design	433,811	03/06/1987
Canada -		
Coinmaster	247,248	10/16/1979
Goldmaster	252,474	05/15/1980
White's	256,230	02/21/1980
White's & Design	256,229	02/21/1980
China -		
GMT	10227117	08/07/2014
White's	10227081	04/14/2014
White's & Design	10227118	09/21/2015
Egypt --		
GMT	227274	11/04/2015
White's & Design	227272	02/07/2017
France -		
White's	1,411,024	05/27/1987
White's & Design	1,411,025	05/27/1987
Honduras -		
GMT	122166	10/30/2012
White's	122165	10/30/2012
White's & Design	122168	10/30/2012
Hong Kong -		
GMT	302383939	02/09/2012
White's	302383911	02/09/2012
White's & Design	302838920	02/09/2012
India -		
SPECTRA-SCAN & Design	2285492	02/17/2022
Indonesia --		
GMT	D00 2012 026895	06/07/2012
White's IDM000445183	D00 2012 026892	06/07/2012

White's & Design	IDM000445184	D00 2012 026894	06/07/2012
African Union (OAPI) –			
GMT		3201201634	11/06/2012
White's		3201201633	11/06/2012
White's & Design		3201201635	11/06/2012
United Arab Emirates -			
GMT		165842	08/05/2012
White's & Design		165841	08/05/2012
United Kingdom -			
Beachcomber		B1,139,624	09/01/1980
Goldmaster		B1,122,847	10/23/1979
White's		B1,119,683	08/24/1979
White's & Design		B1,119,682	08/24/1979

Patents:

<u>Patent #</u>	<u>Issue Date</u>	<u>Patent Title</u>
<u>United States:</u>		
10,228,481	03/12/2019	Ground Eliminating Metal Detector
9,989,663	6/5/2018	Auto Nulling of Induction Balance Metal Detector Coils
9,285,496	3/15/2016	Truncated Half-Sine Methods for Metal Detectors
8,878,515	11/4/2014	Constant Current Metal Detector
8,749,240	6/10/2014	Time Domain Method and Apparatus for Metal Detectors
8,729,902	5/20/2014	Metal Detector Analysis and Display Methods
8,629,677	1/14/2014	Hybrid Induction Balance/Pulse Induction Metal Detector
7,994,789	8/9/2011	Dual Field Search Coil for Pulse Induction Metal Detector
7,649,356	1/19/2010	Pulse Induction Metal Detector Having High Energy Efficiency and Sensitivity

7,391,217	6/24/2008	Metal Detection Methods and Apparatus Wherein a Numeric Representation of the Sense Signal and a Noise Contribution to the Sense Signal are Produced
7,148,692	12/12/2006	Detector for Non-Ferrous Metals with Reduced False Positive Responses
7,088,103	8/8/2006	Metal Detector Having a Plurality of Phase Delay Discrimination Regions with Corresponding Selectable Exception Spaces Therein
6,911,823	6/28/2005	Metal Detector Employing Static Discrimination
6,879,161	4/12/2005	Method and Apparatus for Distinguishing Metal Objects Employing Multiple Frequency Interrogation
5,654,638	8/5/1997	Plural Frequency Method and System for Identifying Metal Objects in a Background Environment
5,642,050	6/24/1997	Plural Frequency Method and System for Identifying Metal Objects in a Background Environment Using a Target Model
5,596,277	1/21/1997	Method and Apparatus for Displaying Signal Information from a Metal Detector
5,523,690	6/4/1996	Metal Detector With Bivariate Display
5,414,411	5/9/1995	Pulse Induction Metal Detector
4,868,910	9/19/1989	Metal Detector With Microprocessor Control and Analysis
4,862,316	8/29/1989	Static Charge Dissipating Housing For Metal Detector Search Loop Assembly
4,783,630	11/8/1988	Metal Detector With Circuits For Automatically Screening Out The Effects Of Offset And Mineralized Ground
4,293,816	10/6/1981	Balanced Search Loop For Metal Detector
4,249,128	2/3/1988	Wide Pulse Gated Metal Detector With Improved Noise Rejection

4,110,679	8/29/1978	Ferrous / Non-Ferrous Metal Detector Using Sampling
4,030,026	6/14/1977	Sampling Metal Detector
4,024,468	5/17/1977	Induction Balance Metal Detector W Inverse Discrimination
<u>Canadian</u>		
1,165,817	4/17/1984	Balanced Search Loop for Noise Rejection
1,118,867	2/23/1982	Wide Pulse Gated Metal Detector W Improved Noise Rejection
1,038,036	9/5/1978	Sampling Metal Detector
<u>Australia</u>		
531,967	5/23/1980	Balanced Search Loop for Metal Detector
524,793	2/2/1979	Wide Pulse Gated Metal Detector W Improved Noise Rejection
<u>United Kingdom</u>		
1,548,239	3/29/1976	Sampling Metal Detector
<u>Mexico</u>		
147,016	2/6/1979	Sensitized Wide Pulse Metal Detector With Improved Noise Rejection
<u>France</u>		
2,416,485	2/5/1979	
9,207,315	12/8/15	Metal Detector with Motion Sensing
7,391,217	6/4/2008	Metal Detection Methods And Apparatus Wherein A Numeric Representation of The Sense Signal And A Noise Contribution To The Sense Signal Are Produced
6,421,621	7/16/2002	Metal Detector Target Identification Using Flash Phase Analysis
6,172,504	1/9/2001	Metal Detector Target Identification Using Flash Phase Analysis

13/166,865	6/23/2011	Metal Detector with Dynamic Induction
13/420,000	3/14/2012	Metal Detector Probe
Australia: 2011203055	6/23/2011	Hybrid Induction Balance/Pulse Induction Metal Detector

Copyrights:

Computer Software entitled DISPLAY.ASM (1993) - U.S. Copyright Registration Number: TX 3-580-870

EAGLE SPECTRUM SOURCE CODE - U.S. Copyright Registration Number: TX 3-582-613

All catalogs of White's Electronics, Inc.

All calendars of White's Electronics, Inc.

All websites of White's Electronics, Inc., including <https://www.whiteselectronics.com>