## 503817963 05/09/2016 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY I	ΟΑΤΑ			
		Name	Execution Date	
DAVID C TSCHIRPKE			08/18/2015	
RECEIVING PARTY D	ΑΤΑ			
Name:	DAVID	DAVID C TSCHIRPKE		
Street Address:	16101 E	16101 E DAVIES DR		
Internal Address:	APT 12-	APT 12-301		
City:	AUROR	AURORA		
State/Country:	COLOR	COLORADO		
Postal Code:	80016	80016		
Name:	DAVID E	DAVID E NUDELMAN		
Street Address:	89 WING	89 WINGATE RD		
City:	HOLLIS	HOLLISTON		
State/Country:	MASSA	MASSACHUSETTS		
Postal Code:	01746	01746		
	S Total: 3			
PROPERTY NUMBER				
PROPERTY NUMBER Property Type	I	Number		
	•	Number 320595	_	
Property Type	8		_	

Phone:	5084107791
Email:	dtschirpke@waspaudio.com
Correspondent Name:	DAVID C. TSCHIRPKE
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NAME OF SUBMITTER:

DAVID C TSCHIRPKE

SIGNATURE:	/David C Tschirpke/
<b>DATE SIGNED:</b> 05/09/2016	
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 2 source=PAT ASSGNMT signed#page1.tif source=PAT ASSGNMT signed#page2.tif	

## PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 18th day of August, 2015, by and between David C. Tschirpke (the "Assignor"), having its primary place of residence at 28 Preston Drive, North Kingstown, RI 02852, and David E. Nudelman (the "Assignee") having its primary place of residence at 89 Wingate Road, Holliston, MA 01746(collectively the "Parties") and David C. Tschirpke (the "Assignee"), having its primary place of residence at 28 Preston Drive, North Kingstown, RI 02852.

WHEREAS, Licensor is has invented the following: 1.) Wireless Acoustic Speaker Mount, (the "Invention"), and has been granted United States Patent for said invention(s), Patent No. 8320595 (the "Patent"), granted on the patent application filed with the United States Patent and Trademark Office, Patent Application Number 11/981,874(the "Patent Application"), 2.) In Wali Mounted Housing for Electronic Components, and has been granted United States Letters Patent for said invention, Patent No. 8446737 (the "Patent"), granted on the patent application filed with the United States Patent and Trademark Office, Patent Application Number 12/884,737(the "Patent Application"), 3.) Cover plate for in-wall mounted electronic component housing, and has been granted United States Letters Patent for said invention, Patent No. D637890 (the "Patent"), granted on the patent application filed with the United States Letters Patent for said invention, Patent No. D637890 (the "Patent"), granted on the patent application Number D375,109(the "Patent Application").

WHEREAS, Assignee wishes to acquire equal rights, title and interest in the Patents, and Assignor wishes to share equal rights of its interest in the Patents to Assignees.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

- Assignment. Assignor hereby assigns to Assignee, and its successors, representatives and assigns, equal rights, title and interest in the Patents including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of equal rights, title and interest in the Patents to Assignee.
- 2 Assignor's Representations and Warranties. Assignor hereby represents and warrants
  - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee.

ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and

(iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.

- Patent Status. Assignee hereby acknowledges that any finding or ruling subsequent to the date of this
  Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against
  Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
- 4. Further Actions. Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
- Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Massachusetts, without regard to conflicts of law principles.
- Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

1 of 2

## PATENT REEL: 038520 FRAME: 0117



## PATENT ASSIGNMENT AGREEMENT

- 7 Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 8. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor.	David Tschirpke PO Box 301
	S. Woodstock, CT 06267
If to Assignee:	David Nudelman
	89 Wingate Road
	Holliston, MA 01746
If to Assignee.	David Tschirpke
	PO Box 301
	S. Woodstock, CT 06267

- 9. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- 10.

Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR	ASSIGNEE
$ \sim \sim$	
TOWAR 135 C	_ <u>Secol Milles</u>
Signature /	Signature / / / /
- Drug 1schortie	_ DArul Nuletman
Print Name	Print Name

ASSIGNEE Signature Print Name

2 of 2

PATENT REEL: 038520 FRAME: 0118

**RECORDED: 05/09/2016**