

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3913334

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	06/03/2016

## CONVEYING PARTY DATA

Name	Execution Date
INNOVATIVE TECHNOLOGY ELECTRONICS CORP.	06/01/2016

## RECEIVING PARTY DATA

<b>Name:</b>	INNOVATIVE TECHNOLOGY ELECTRONICS, LLC
<b>Street Address:</b>	CORPORATION TRUST CENTER
<b>Internal Address:</b>	1209 ORANGE STREET
<b>City:</b>	WILMINGTON
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801

## PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	14160501
Application Number:	61754717
Application Number:	14952677
Application Number:	62190278
Application Number:	62214532
Application Number:	29559496
Application Number:	29559495
Application Number:	29559497
Application Number:	29559501

## CORRESPONDENCE DATA

**Fax Number:** (212)698-3599

*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:** 2126983500

**Email:** patents@dechert.com

**Correspondent Name:** DECHERT LLP

**Address Line 1:** 1095 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10036-6797

<b>ATTORNEY DOCKET NUMBER:</b>	245033-146204
<b>NAME OF SUBMITTER:</b>	NOAH SHIER
<b>SIGNATURE:</b>	/Noah Shier/
<b>DATE SIGNED:</b>	06/10/2016
<b>Total Attachments: 5</b> source=Recordable Patent Assignment (Executed)#page1.tif source=Recordable Patent Assignment (Executed)#page2.tif source=Recordable Patent Assignment (Executed)#page3.tif source=Recordable Patent Assignment (Executed)#page4.tif source=Recordable Patent Assignment (Executed)#page5.tif	

**RECORDABLE PATENT ASSIGNMENT**

This RECORDABLE PATENT ASSIGNMENT (this “Assignment”) is made as of June 3, 2016 (the “Effective Date”), by and between Innovative Technology Electronics Corp., a New York corporation (“Assignor”), and Innovative Technology Electronics, LLC, a Delaware limited liability company (“Assignee”). Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, concurrently herewith, Assignor, Assignee, and Corey Lieblein are entering into a certain Asset Purchase Agreement, dated as of the date hereof (the “APA”), pursuant to which Assignee is acquiring certain assets of Assignor, including without limitation the Assigned Patent Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Patent Rights to Assignee as set forth in the APA.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the APA, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to: (a) the patents and patent applications listed on Schedule A hereto, together with all registrations and applications for the foregoing; and all rights to request, apply for, file and register patent rights in any of the foregoing; (b) all provisional applications, continuation and continuation-in-part applications, continued prosecution applications, and substitute and divisional applications claiming the benefit of the filing date of or priority to the foregoing; all patents of addition of the foregoing; all continued examinations, re-examinations, inter partes review and post-grant review certificates of the foregoing; all amendments, reissues, and extensions of the foregoing; all divisional, validations, supplementary perfection certifications and extensions of the foregoing; all patents or patent applications that claim priority to or from the foregoing; and all inventions claimed by any of the foregoing; (c) all rights to claim priority to the foregoing under any of the International Convention for the Protection of Industrial Property (“Paris Convention”), the Patent Cooperation Treaty (“PCT”), and applicable bilateral or multilateral treaties; (d) all rights to request, apply for, file and register the foregoing; (e) all patents issuing from any of the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (a) – (g), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the “Assigned Patent Rights”).

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any

non-U.S. governmental patent office and an official of any intergovernmental organization, whose duty is to issue patent registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its successors, legal representatives and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited and Assignee's rights in Assigned Patent Rights, including without limitation prompt production of pertinent facts and documents in its possession or under its control, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent reasonably necessary or desirable for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; (c) filing and prosecuting substitute, divisional, continuing or additional applications covering any inventions herein conveyed; (d) filing and prosecuting applications for reissuance of any patents herein conveyed; (e) interference or other priority proceedings involving any invention herein conveyed; and (f) legal proceedings involving any invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The undersigned Parties, by their authorized representatives, have executed this Recordable Patent Assignment effective as of the Effective Date:

"ASSIGNEE":

INNOVATIVE TECHNOLOGY  
ELECTRONICS, LLC

By: [Signature]  
Name: Richard M. Horowitz  
Title: Vice President  
Date: June 3, 2016

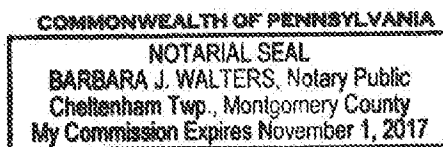
County of Montgomery )  
 ) SS.  
State of Pennsylvania )

On this 3<sup>rd</sup> day of June, in the year 2016, before me,  
Barbara J. Walters Notary Public, personally appeared Richard M. Horowitz,  
who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument, and acknowledged to me that he/she executed the same in  
his/her authorized capacity, and that by his/her signature on the instrument, the person or the  
entity upon behalf of which the person acted, executed the instrument.

Pennsylvania I certify under PENALTY OF PERJURY under the laws of the State of  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)  
(Notary Public)



[Signature Page to Patent Assignment]

PATENT  
REEL: 038881 FRAME: 0771

"ASSIGNOR":

INNOVATIVE TECHNOLOGY  
ELECTRONICS CORP.

By: C. Lieblein  
Name: Corey Lieblein  
Title: CEO  
Date: June 1, 2016

County of NAASSAU )  
State of NEW YORK ) SS.

On this 1 day of June, in the year 2016, before me,  
Corey Lieblein, Notary Public, personally appeared Gina Ragoel  
who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument, and acknowledged to me that he/she executed the same in  
his/her authorized capacity, and that by his/her signature on the instrument, the person or the  
entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gina Ragoel (Seal)  
(Notary Public)

GINA RAGOEL  
No. 01748008873  
Notary Public, State of New York  
Qualified in Nassau County  
My Commission Expires 08/23/20

{Signature Page to Patent Assignment}

PATENT  
REEL: 038881 FRAME: 0772

**SCHEDULE A**  
**PATENTS AND PATENT APPLICATIONS**

Utility Patent Applications:

Name	Jurisdiction	Application Number	Date of Application
PERSONAL ELECTRONIC CARRYING AND CHARGING DEVICE	US	14/160,501	1/21/2014
PERSONAL ELECTRONIC CARRYING AND CHARGING DEVICE	US	61/754,717	1/21/2013
WIRELESS STRAND SPEAKERS WITH ADDITIONAL LIGHTING FEATURE	US	14/952,677	11/25/2015
STRAND LIGHTING WITH SPEAKERS	US	62/190,278	7/9/2015
WIRELESS STRAND SPEAKERS	US	62/214,532	9/4/2015

Design Patent Applications

Name	Jurisdiction	Application Number	Date of Application
CHRISTMAS GARLAND WITH WIRELESS STRAND SPEAKERS AND ADDITIONAL LIGHTING FEATURE	US	29/559496	03/29/2016
WIRELESS STRAND SPEAKERS WITH ADDITIONAL LIGHTING FEATURE	US	29/559495	03/29/2016
CHRISTMAS TREE WITH WIRELESS STRAND SPEAKERS AND ADDITIONAL LIGHTING FEATURE	US	29/559497	03/29/2016
CHRISTMAS WREATH WITH WIRELESS STRAND SPEAKERS AND ADDITIONAL LIGHTING FEATURE	US	29/559501	03/29/2016