

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/20/2013
 900258524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
EFFECTIVE DATE:	02/21/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Panamax, LLC		02/21/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	SAVANT SYSTEMS, LLC		
Street Address:	45 PERSEVERANCE WAY, SUITE 103		
City:	HYANNIS		
State/Country:	MASSACHUSETTS		
Postal Code:	02601		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1102030	LITETOUCH	
Registration Number:	1137277	LITETOUCH	
Registration Number:	1284101	LITETOUCH	
Registration Number:	1740977	SCENARIO	
Registration Number:	2251488	BRILLIANT SOLUTIONS IN LIGHTING AUTOMATI	
Registration Number:	2259427		
Registration Number:	2423587	HOMETOUCH	
Registration Number:	3270869	LITEWARE	
Registration Number:	3459689	BRILLIANT SOLUTIONS IN LIGHTING CONTROL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$240.00 1102030

<i>via US Mail.</i>	
Email:	docket@c-m.com
Correspondent Name:	Cesari and McKenna, LLP
Address Line 1:	88 Black Falcon Avenue
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	104215-0095THRU0103
NAME OF SUBMITTER:	Duane H. Dreger
Signature:	/Duane H. Dreger/
Date:	06/20/2013
<p>Total Attachments: 12</p> <p>source=104215PanamaxMerger#page1.tif</p> <p>source=104215PanamaxMerger#page2.tif</p> <p>source=104215PanamaxMerger#page3.tif</p> <p>source=104215PanamaxMerger#page4.tif</p> <p>source=104215PanamaxMerger#page5.tif</p> <p>source=104215PanamaxMerger#page6.tif</p> <p>source=104215PanamaxMerger#page7.tif</p> <p>source=104215PanamaxMerger#page8.tif</p> <p>source=104215PanamaxMerger#page9.tif</p> <p>source=104215PanamaxMerger#page10.tif</p> <p>source=104215PanamaxMerger#page11.tif</p> <p>source=104215PanamaxMerger#page12.tif</p>	

EXECUTION VERSION

**ASSIGNMENT AND ASSUMPTION OF
TRADEMARKS AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AGREEMENT (this "Agreement") is effective as of February 21, 2012, by and between Panamax, LLC, a California limited liability company (the "Assignor"), and Savant Systems, LLC, a Massachusetts limited liability company.

WITNESSETH:

WHEREAS, the Assignee, and the other parties thereto, have executed and delivered an Asset Purchase Agreement, dated as of February 17, 2012 (the "Purchase Agreement"), pursuant to which, among other things, LiteTouch, Inc., has agreed to sell to the Assignee, and the Assignee has agreed to purchase from LiteTouch, Inc., the Purchased Assets (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements;

WHEREAS, the Assignor holds the trademarks used by LiteTouch, Inc.;

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to all of the trademarks set forth on Exhibit A, attached hereto and made a part hereof (the "Trademarks"), be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Trademark Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of Assignor's respective right, title and interest in and to any and all of the Trademarks, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee's own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of the Assignee's successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement by LiteTouch, Inc., or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor

will promptly transfer all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(b) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

PANAMAX, LLC

By: _____

Name: Edward J. Cooney

Title: Senior Vice President and Treasurer

ASSIGNEE:

SAVANT SYSTEMS, LLC

By: _____

Name: Bruce Myers

Title: Manager

Signature Page to Trademark Assignment Agreement

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

Before me a Notary Public in and for said County and State personally appeared _____, as the _____ of Panamax, LLC, who acknowledged the execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and Notarial Seal this ____ day of February, 2012.

My Commission expires:

Signed: _____

Printed: _____

ACKNOWLEDGMENTS

STATE OF Massachusetts)
) SS:
COUNTY OF Barnstable)

Before me a Notary Public in and for said County and State personally appeared Bruce Myers, as a Manager of Savant Systems, LLC., who acknowledged the execution of the foregoing instrument on behalf of said limited liability company.

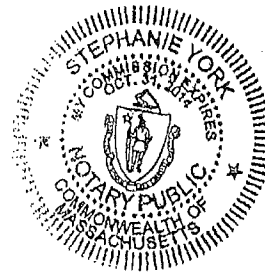
Witness my hand and Notarial Seal this ____ day of February, 2012.

My Commission expires:

Oct. 31, 2014

Signed: Stephanie York

Printed: Stephanie York



Notarization to Trademark Assignment Agreement

EXHIBIT A
TRADEMARKS

Trademark	Registration No.	Country
BRILLIANT SOLUTIONS IN LIGHTING AUTOMATION	2,251,488	USA
BRILLIANT SOLUTIONS IN LIGHTING CONTROL	3,459,689	USA
HOMETOUCH	2,423,587	USA
LITETOUCH	1,137,277	USA
LITETOUCH	1,284,101	USA
LITE-TOUCH	2511065-0190	Utah, USA
LITETOUCH (Stylized)	1,102,030	USA
LITETOUCH PLUS DESIGN	2,259,427	USA
LITEWARE	3,270,869	USA
SCENARIO	1,740,977	USA

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