

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lancer and Loader Group LLC		06/27/2013	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	American Tack & Hardware Co., Inc.		
Street Address:	Saddle River Executive Centre		
Internal Address:	One Route 17 South		
City:	Saddle River		
State/Country:	NEW JERSEY		
Postal Code:	07458		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3371470	LUMEN THE ART OF WIRELESS LED LIGHTING	
Registration Number:	3588439	PELION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149691700		
Email:	usptodallas@tklaw.com, craig.carpenter@tklaw.com		
Correspondent Name:	Craig Carpenter, Thompson & Knight LLP		
Address Line 1:	1722 Routh Street		
Address Line 2:	Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	517051.000004		
NAME OF SUBMITTER:	Craig C. Carpenter		

CH \$65.00 3371470

Signature:	/craig c carpenter/
Date:	07/10/2013
Total Attachments: 6 source=Intellectual Property Assignment Executed#page1.tif source=Intellectual Property Assignment Executed#page2.tif source=Intellectual Property Assignment Executed#page3.tif source=Intellectual Property Assignment Executed#page4.tif source=Intellectual Property Assignment Executed#page5.tif source=Intellectual Property Assignment Executed#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (this "Assignment") is entered into on July 10, 2013, by Lancer & Loader Group, LLC, a New York limited liability company ("Seller"), in favor of American Tack & Hardware Co., Inc., a New York corporation ("Purchaser"). Capitalized terms used but not defined herein shall have the meanings given them in that certain Asset Purchase Agreement dated as of June 27, 2013 by and between Purchaser and Seller (the "Purchase Agreement").

WITNESSETH:

WHEREAS, Seller and Purchaser are parties to the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, and Purchaser has agreed to purchase, the Intellectual Property of Seller (as more specifically set forth in Schedule 1.1(g) to the Purchase Agreement), including without limitation the trademarks and service marks set forth on Exhibit A to this Assignment (the "Marks");

WHEREAS, Seller has agreed to assign and Purchaser has agreed to acquire all of Seller's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof; and

WHEREAS, it is a condition to closing of the transactions contemplated by the Purchase Agreement that Seller and Purchaser execute and deliver this Assignment to evidence the transfer of all Intellectual Property (other than the Patents) related to the Business from Seller to Purchaser.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Assignment of the Marks. Seller hereby sells, assigns, transfers and conveys unto Purchaser, all of Seller's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

Section 2. Assignment of Other Intellectual Property. Seller hereby irrevocably sells, assigns, transfers and conveys unto Purchaser, all of Seller's right, title and interest in and to the Intellectual Property of Seller related to the Business, both registered and common law, the portion of the business to which such Intellectual Property pertains and the goodwill of the business symbolized thereby, and the right to sue for and recover damages and profits for past, present, or future infringement thereof.

Section 3. Further Assurances. Seller will take all steps reasonably necessary to establish the record of Purchaser's title to the Marks and other Intellectual Property sold, assigned, transferred and conveyed hereby and, at the request of Purchaser, to execute and deliver further instruments of transfer and assignment and take such other action as Purchaser

may reasonably request to more effectively transfer and assign to, and vest in, Purchaser the Transferred Inventory, all at the sole cost and expense of Purchaser.

Section 4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws rules or choice of laws rules thereof.

Section 5. Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

Section 6. Counterparts. This Assignment may be executed in counterparts, including signatures transmitted by facsimile or electronic mail, each of which shall be deemed an original but all such counterparts shall constitute one and the same instrument.

Section 7. Amendment. The terms hereof cannot be modified, supplemented or amended except by a mutual agreement in writing signed by the parties.

Section 8. Headings. Any section headings contained in this Assignment are for convenience only and shall not be deemed a part of this Assignment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed the day and year first written above.

SELLER:

LANCER & LOADER GROUP, LLC,
a New York limited liability company

By: _____

Name: Jonathan Levine

Title: Chief Executive Officer

PURCHASER:

AMERICAN TACK & HARDWARE CO., INC.,
a New York corporation

By: _____

Name: Salvatore F. Mirra

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed the day and year first written above.

SELLER:

LANCER & LOADER GROUP, LLC,
a New York limited liability company

By: _____
Name: Jonathan Levine
Title: Chief Executive Officer

PURCHASER:

AMERICAN TACK & HARDWARE CO., INC.,
a New York corporation

By:  _____
Name: Salvatore F. Mirra
Title: Chief Executive Officer

EXHIBIT A

To

Intellectual Property Assignment

1. Trademarks:

Client	Application Name	Serial Number	Registration Number	Class Numbers	Application Date	Registration Date	5 years
Lancer Loader Group LLC	Lumen	77037015	3,371,470	IC 11; LED lighting fixtures	11/4/2006	1/22/2008	1/22/2013 -1/21/2014
Lancer Loader Group LLC	Pelion	77335213	3,588,439	IC 11; LED (light emitting diodes) lighting fixtures for use in display, commercial, industrial, residential, and architectural accent lighting applications; LED and HID light fixtures	11/21/2007	3/10/2009	3/10/2014 - 3/09/2015
Lancer Loader Group LLC	Litehaus	NA	NA	Common Law use			
Lancer Loader Group LLC	Rite Lite	NA	NA	Common Law use			

2. Logos:

Litehäus
illumination innovation

LUMEN
THE ART OF LED LIGHTING

PELION
FORM + FUNCTION

ritelite
CONCEPTS • LED LIGHTING SOLUTIONS

3. Seller's website used in the Business: litesforless.com