

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
Energy Focus, Inc.		11/25/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	S.R. Smith, LLC
Street Address:	1017 SW Berg Parkway
Internal Address:	P.O. Box 400
City:	Canby
State/Country:	OHIO
Postal Code:	97013
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1904331	BRITEPAK
Registration Number:	1500428	FIBERSTARS
Registration Number:	3051268	JAZZ
Registration Number:	1905553	STAR GLO
Registration Number:	1978823	FIBERSTIX
Registration Number:	1898069	FIBERTWIST
Registration Number:	1848171	SUPERSTARS
Registration Number:	1688941	EVEN GLO
Registration Number:	1501227	F

**CORRESPONDENCE DATA**

Fax Number: 2157896673  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2158646857

OP \$240.00 1904331

Email: albrights@whiteandwilliams.com  
Correspondent Name: Samuel C. Albright  
Address Line 1: 1650 Market Street  
Address Line 2: One Liberty Place, Suite 1800  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Samuel C Albright
Signature:	/salbright/
Date:	12/05/2013

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made this 25<sup>th</sup> day of November, 2013 by and between Energy Focus, Inc., a Delaware corporation ("Assignor"), and S.R. Smith, LLC, a Delaware limited liability company ("Assignee"), in favor of Assignee.

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated November 25, 2013 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell, transfer and assign to Assignee, the Purchased Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, Assignor wishes to convey all of its right, title and interest in and to those trademarks set forth on Schedule A attached hereto, all applications and registrations pertaining thereto and all common law rights associated therewith, together with the goodwill arising therefrom (collectively, the "Trademarks");

WHEREAS, Assignee desires to acquire the Trademarks and the goodwill represented thereby.

### AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby sells, transfers and assigns to Assignee and its successors and assigns, all of its right, title and interest in and to the Trademarks throughout the world, the right to conduct business under the Trademarks, including the right to license the Trademarks to others, and all rights to sue and collect damages and/or profits for claims of past or future infringements of the Trademarks.

2. Recordation of Assignment. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable governmental authority in any applicable jurisdiction to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future notices and any other communications and documents bearing on the Trademarks.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

4. Further Assurances. Assignor hereby agrees to execute upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the

Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

5. Amendment; Waiver. This Assignment shall not be amended or modified except by a written instrument duly executed by each of the Parties hereto. Any extension or waiver by any party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such party.

6. Counterparts. This Assignment may be executed in two counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same assignment.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

***[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]***

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment on the date first above written.

**ASSIGNOR:**

**ENERGY FOCUS, INC.**

By:  \_\_\_\_\_

Name: James Tu

Title: Executive Chairman and Chief  
Executive Officer

**ASSIGNEE:**

**S.R. SMITH, LLC**

By: \_\_\_\_\_

Name:

Title:

***[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]***

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**ASSIGNOR:**

**ENERGY FOCUS, INC.**

By: \_\_\_\_\_

Name: James Tu

Title: Executive Chairman and Chief  
Executive Officer

**ASSIGNEE:**

**S.R. SMITH, LLC**

By: \_\_\_\_\_

Name: Richard P. Laitta

Title: President

**SCHEDULE A**  
**TRADEMARKS**

Trademark	Country	Class(es)	App. Date	App. No	Reg. Date	Reg. No	Renewal Date	Status
BRITEPAK	United States	11	06/16/1994	74538545	07/11/1995	1904331	07/11/2015	Registered
FIBERSTARS	Canada	11	06/03/1988	0608423	11/10/1989	TMA363337	11/10/2019	Registered
FIBERSTARS	Mexico	7,9,11	06/01/1988	42917	12/09/1988	356610	06/01/2023	Registered
FIBERSTARS	UK	11	05/23/1988	B1346315	03/30/1990	B1346315	05/23/2015	Registered
FIBERSTARS	United States	11	12/10/1987	73700028	08/16/1988	1500428	08/16/2018	Registered
JAZZ	United States	11	11/28/2000	76173712	01/24/2006	3051268	01/24/2016	Registered
MAXCORE	EU	09	04/23/2001	002187672	06/17/2002	002187672	04/23/2021	Registered
STAR GLO	United States	11	06/30/1994	74546077	07/18/1995	1905553	07/18/2015	Registered
FIBERSTIX	United States	11	06/08/1994	74534957	06/04/1996	1978823	06/04/2016	Registered
FIBERTWIST	United States	11	08/18/1993	74426767	06/06/1995	1898069	06/06/2015	Registered
SUPERSTARS	United States	11	10/26/1992	74325743	08/02/1994	1848171	08/02/2014	Registered
EVEN GLO	United States	11	04/26/1991	74161211	05/26/1992	1688941	05/26/2012	Lapsed
F (design plus words)	United States	11	12/10/1987	73700050	08/23/1988	1501227	08/23/2018	Registered
FIBERSTARS	Australia	11	05/25/1988	487810	05/25/1988	487810	05/25/2019	Registered
F FIBERSTARS (design)	Switzerland	11	12/12/1988	3757/1988	02/09/1989	P-367018	12/12/2018	Registered
FIBERSTARS SYSTEM 2000	EU	11	05/07/1998	000818344	09/03/1999	000818344	05/07/2018	Registered