

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303725

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holtkoetter International, Inc.		04/30/2014	LIMITED LIABILITY COMPANY: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	St. Paul Lighting LLC
Street Address:	1299 Beacon Street
City:	Brookline
State/Country:	MASSACHUSETTS
Postal Code:	02446
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	75663098	HOLTKOTTER
Serial Number:	75085895	HOLTKOTTER LEUCHTEN
Serial Number:	76330582	
Serial Number:	76310145	
Serial Number:	76330581	
Serial Number:	77908435	VL
Serial Number:	77908434	VOLKSLAMPE
Serial Number:	85949218	LAMPWEAR
Serial Number:	85947279	THE ULTIMATE LED
Serial Number:	85926967	THE ULTIMATE LIGHTING MACHINES

CORRESPONDENCE DATA

Fax Number: 6175236850
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 617 305-2109
Email: charles.mclaurin@hklaw.com
Correspondent Name: Charles McLaurin
Address Line 1: 10 St. James Avenue
Address Line 2: Eleventh Floor

TRADEMARK

OP \$265.00 75663098

Address Line 4:	Boston, MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	139166/00001
NAME OF SUBMITTER:	Charles McLaurin
SIGNATURE:	/Charles McLaurin/
DATE SIGNED:	05/06/2014
Total Attachments: 4 source=Assn of Trademark Rights executed#page1.tif source=Assn of Trademark Rights executed#page2.tif source=Assn of Trademark Rights executed#page3.tif source=Assn of Trademark Rights executed#page4.tif	

ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS, dated as of April 30, 2014, is made and entered into by HOLT KOETTER INTERNATIONAL, INC., a Massachusetts limited liability company ("Assignor") in favor of ST. PAUL LIGHTING, LLC, a Massachusetts limited liability company ("Assignee").

WHEREAS, Assignor is the owner of record of the U.S. and foreign trademark registrations listed on Schedule 1 attached hereto (collectively, the "Trademark Registrations") and is the owner of record of several pending U.S. trademark applications listed on Schedule 2 attached hereto (collectively, the "Pending Trademark Applications");

WHEREAS, Assignee entered into an Asset Purchase Agreement dated April 30, 2014, among itself as buyer, and Assignor as seller, (the "Asset Purchase Agreement") for the purpose of acquiring certain assets of the Assignor including the Trademark Registrations and Pending Trademark Applications.

WHEREAS, Assignee has requested that Assignor, and Assignor has agreed to, evidence, as a matter of record, the transfer to Assignee of all of Assignor's right, title and interest in and to the Trademark Registrations and Pending Trademark Applications;

NOW, THEREFORE, pursuant to and in consideration of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Trademark Registrations and Pending Applications, together with the goodwill of the business connected with the use of the trademarks and symbolized by the trademarks including (A) all rights to sue, obtain relief and recover damages related to the Trademark Registrations and Pending Applications including, without limitation, the right to sue for past, present or future infringement of rights related to the foregoing; and (B) any and all other rights and interests arising out of, in connection with, or in relation to the Trademark Registrations and Pending Applications, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.


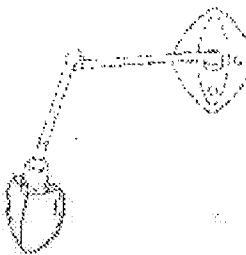
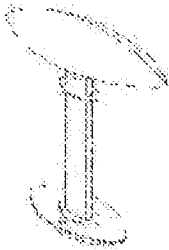
Assignor agrees to execute such additional documents as may be reasonably requested by Assignee to further evidence or perfect the foregoing assignment.

HOLT KOETTER INTERNATIONAL, INC.,
A Minnesota corporation

By: Paul W. Busto
Name: Paul W. Busto
Title: President

SCHEDULE 1

Registered Trademarks

Mark	Country	App. Ser. No.	Reg. No.	Filing Date	Issue Date
HOLTKOTTER	Canada	1028231	550636	September 7, 1999	September 11, 2001
HOLTKOTTER	Mexico	391245	648401	September 17, 1999	March 29, 2000
HOLTKOTTER	US	75663098	2353519	March 18, 1999	May 30, 2000
HOLTKOTTER LEUCHTEN	US	75085895	2087196	April 9, 1996	August 12, 1997
	US	76330582	2685745	October 26, 2001	February 11, 2003
	US	76310145	2703879	September 7, 2001	April 8, 2003
	US	76330581	2692433	October 26, 2001	March 4, 2003
THE ULTIMATE LIGHTING MACHINE	New York	---	R-28905	April 27, 1998	April 27, 1998
THE ULTIMATE LIGHTING MACHINES	California	---	103732	April 22, 1998	May 6, 1998

Mark	Country	App. Ser. No.	Reg. No.	Filing Date	Issue Date
THE ULTIMATE LIGHTING MACHINES	Massachusetts	--	55889	May 4, 1998	May 7, 1998
VL	US	77908435	4026719	January 9, 2010	September 13, 2011
VOLKSLAMPE	US	77908434	4400418	January 9, 2010	September 10, 2013

SCHEDULE 2

Pending Trademarks

Mark	Country	App. Ser. No.	Filing Date
LAMPWEAR	US	85949218	June 3, 2013
THE ULTIMATE LED	US	85947279	May 31, 2013
THE ULTIMATE LIGHTING MACHINES	US	85926967	May 8, 2013