

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM307354

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the entity type of the assignor and the state of incorporation of the assignor previously recorded on Reel 005274 Frame 0988. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holtkoetter International, Inc.		04/30/2014	CORPORATION: MINNESOTA

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

CORRESPONDENCE DATA

Fax Number:

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.

Email: charles.mclaurin@hklaw.com

Correspondent Name: Charles McLaurin, Holland & Knight LLP

Address Line 1: 10 St. James Avenue

TRADEMARK

OP \$265.00 75085895

Address Line 2: 11th Floor
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	139166/00001
NAME OF SUBMITTER:	Charles McLaurin
SIGNATURE:	/charles mclaurin/
DATE SIGNED:	06/11/2014

Total Attachments: 3

source=HOLTKOETTER AND ST. PAUL LIGHTING Assignment of Trademark Rights#page1.tif
source=EASTM303725#page1.tif
source=EASTM303725#page2.tif

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
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		
Phone:	617 305-2109		
Email:	charles.mclaurin@hklaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

TRADEMARK

REEL: 005300 FRAME: 0890

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. Eusterbrock
Name: Paul W. Eusterbrock
Title: President

Correspondent Name: Charles McLaurin
Address Line 1: 10 St. James Avenue
Address Line 2: Eleventh Floor
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 139166/00001

NAME OF SUBMITTER: Charles McLaurin

Signature: /Charles McLaurin/

Date: 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

RECEIPT INFORMATION

ETAS ID: TM303725
Receipt Date: 05/06/2014
Fee Amount: \$265