

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309618

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	02/01/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Photoflex, Inc.		02/01/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North Star Lighting		
<b>Street Address:</b>	835 N. Industrial Drive		
<b>City:</b>	Elmhurst		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60126		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85922049	NORTHSTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129779959		
<i>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.</i>			
<b>Phone:</b>	312-235-4765		
<b>Email:</b>	jfassnacht@millermatthiashull.com		
<b>Correspondent Name:</b>	Harold J Fassnacht		
<b>Address Line 1:</b>	One North Franklin Street		
<b>Address Line 2:</b>	Suite 2350		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Harold J Fassnacht		
<b>SIGNATURE:</b>	/Harold J Fassnacht/		
<b>DATE SIGNED:</b>	07/03/2014		
<b>Total Attachments: 3</b>			
source=ASSIGNMENT#page1.tif			
source=ASSIGNMENT#page2.tif			
source=ASSIGNMENT#page3.tif			

OP \$40.00 85922049

## AGREEMENT

This agreement entered into by and between Photoflex, Inc. having an office and place of business at 97 Hangar Way, Watsonville, California 95076 (Photoflex) and North Star Lighting Inc. having an office and place of business at 835 N. Industrial Drive, Elmhurst, Illinois 60126 (North Star) effective as of February 1, 2014.

Whereas, North Star is the owner of the trademark NORTH STAR for installations for lighting-namely, electric lighting fixtures and parts, and of common law trade name and trademark rights therefore; and

Whereas, North Star is the owner of the trademark registration 0996328; and

Whereas, Photoflex has adopted and used in commerce the mark NORTHSTAR for photographic lighting products and the provision of education in photographic lighting techniques and has applied to register the mark NORTHSTAR in the United States Trademark Office under the application number 85/922049; and

Whereas, the Photoflex trademark application has been rejected by the Trademark Office in view of North Star's trademark registration; and

Whereas, Photoflex desires to continue to use the trademark NORTHSTAR in a limited field of lighting goods and services; and

Whereas, North Star is willing to grant a limited field license to Photoflex for use of the trademark NORTH STAR.

Now, Therefore, in exchange for the herein after trademark assignment and royalty obligation and other good and valuable considerations the receipt and sufficiency of which are hereby confessed and acknowledge parties agree:

1. Photoflex shall assign its entire right title and interest in and to its use of the mark NORTHSTAR and of the aforementioned trademark registration application to North Star and will execute the assignment attached hereto as Attachment A and will cooperate with North Star in the execution of any additional documents required to effect the transfer of said application and of its rights in and to said trademark to North Star.
2. North Star hereby grants to Photoflex a nonexclusive license to use the trademark NORTH STAR on and in connection with the sale or delivery of photographic lighting products and the provision of education in photographic lighting techniques.
3. Photoflex shall pay to North Star an annual royalty of \$2,000 per year commencing one year after the effective date of this agreement. Royalty payments shall be made annually to North Stars' address first indicated above or to such other address North Star may from time to time advise Photoflex of in writing.

4. The parties agree that the current quality of Photoflex's products and services bearing the North Star trademark are acceptable and Photoflex commits to maintain or better such quality for future uses of the trademark NORTH STAR. Should North Star determine that Photoflex's products and/or services have, or may become deficient in quality; the parties agree to meet and discuss, and agree upon acceptable quality standards for such products and/or services which shall be maintained by Photoflex.

5. Photoflex hereby agrees to hold North Star harmless and to reimburse North Star any and all damages or claims for damages it may occur by reason of Photoflex's products or services bearing the licensed trademark.

5. Photoflex may terminate this agreement at any time upon ceasing all use of the mark NORTH STAR and advising North Star of the same. North Star may terminate the license of this agreement in the event of a failure of Photoflex to tender a royalty due hereunder upon written notice to Photoflex of such failure. Photoflex shall have a 30 day cure period upon receipt of such termination notice in which to pay all past due royalties to maintain the license.

6. Photoflex shall not contest or assist others in contesting North Star's ownership and right to use trademark NORTHSTAR. Use of the trademark NORTH STAR by Photoflex shall inure to the benefit of North Star.

7. This agreement shall be governed by the laws of the State of Illinois and U.S. Federal Trademark Law.

8. Photoflex may not assign or sublicense this agreement or license without the written permission of North Star which shall not be unreasonably withheld.

9.

North Star Lighting, Inc.

By: Sabit Man

Photoflex, Inc.

By: Sharon Reeves

**Attachment A**

**ASSIGNMENT**

Photoflex, Inc. a Corporation of the State of California, having an office and place of business at 97 hangar Way, Watsonville, California has adopted and used in its business the trademark NORTHSTAR and has applied to register such mark with the U.S. Patent and Trademark Office as application serial number 85/922049;

WHEREAS, North Star Lighting, Inc., a Corporation of the State of Illinois, having an office and place of business at 835 N. Industrial Drive, Elmhurst, Illinois desires to obtain Photoflex's entire right, title and interest in and to Photoflex's U.S. trademark application and to the mark NORTHSTAR.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Photoflex hereby sells, assigns, transfers and sets over unto North Star the entire right, title and interest in and to said trademarks and the registration application serial number 85/922049 thereof, together with the good will of the business in connection with which the trademark application have been used, all rights to continue said registrations, all common law rights associated therewith, together with the right to bring and maintain actions based on the trademarks nunc pro tunc as of February 1, 2014.

Photoflex, Inc.

Signed: Shawn Reeves

Title: President