

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Candle, LLC		10/01/2014	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Shenzhen Liown Electronics Co.		
Street Address:	No. 7 Gongye 3rd Road, Nashhan District		
City:	Shenzhen		
State/Country:	CHINA		
Entity Type:	CORPORATION: CHINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4199532	TRUFLAME	
Registration Number:	3087067	FLICKER WITHOUT THE FLAME	
Registration Number:	4242851	TRUFLAME LED TECHNOLOGY	
Registration Number:	4317358	SMART FLAME	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark@winthrop.com		
Correspondent Name:	Winthrop & Weinstine		
Address Line 1:	225 South Sixth Street, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	15535.19		
DOMESTIC REPRESENTATIVE			
Name:	Martha J. Engel		
Address Line 1:	225 South Sixth Street, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Martha J. Engel		
SIGNATURE:	/Martha J. Engel/		
DATE SIGNED:	10/30/2014		

OP \$115.00 4199532

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of October 1, 2014 ("the Effective Date") between Smart Candle, LLC, a Minnesota limited liability company having its principal place of business at 1701 West 94th Street Suite 100, Bloomington, MN 55431 (hereinafter "Assignor"), and Shenzhen Liown Electronics Co., a Chinese corporation having its principal place of business at No. 7 Gongye 3rd Road, Nanshan District, Shenzhen, China ("Assignee").

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of Assignor's right, title and interest and goodwill in and to the trademarks shown in Schedule A attached hereto (hereinafter referred to as the "Marks"), including any common law rights related thereto, to the extent Assignor has such rights in the mark;

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

1. Assignor hereby assigns unto Assignee any and all right, title, and interest in and to the Marks, including all rights of priority, together with any and all goodwill of the business symbolized by said Marks.
2. Assignor agrees to execute all documents, papers, forms and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Marks.
3. Assignor represents and warrants that it has full power to enter into and perform this Assignment and has not granted any person or entity any interest in the Marks.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as follows:

ASSIGNOR

Smart Candle, LLC

By: _____
Name: JOHNNY YANG
Title: CEO

ASSIGNEE

Shenzhen Liown Electronics Co.

By: _____
Name: _____
Title: _____

9543497v3

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of October 1, 2014 ("the Effective Date") between Smart Candle, LLC, a Minnesota limited liability company having its principal place of business at 1701 West 94th Street Suite 100, Bloomington, MN 55431 (hereinafter "Assignor"), and Shenzhen Liown Electronics Co., a Chinese corporation having its principal place of business at No. 7 Gongye 3rd Road, Nanshan District, Shenzhen, China ("Assignee").

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of Assignor's right, title and interest and goodwill in and to the trademarks shown in Schedule A attached hereto (hereinafter referred to as the "Marks"), including any common law rights related thereto, to the extent Assignor has such rights in the mark;

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

1. Assignor hereby assigns unto Assignee any and all right, title, and interest in and to the Marks, including all rights of priority, together with any and all goodwill of the business symbolized by said Marks.
2. Assignor agrees to execute all documents, papers, forms and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Marks.
3. Assignor represents and warrants that it has full power to enter into and perform this Assignment and has not granted any person or entity any interest in the Marks.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as follows:

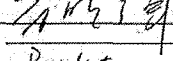
ASSIGNOR

Smart Candle, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE


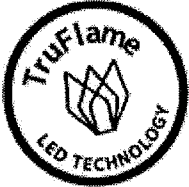
Shenzhen Liown Electronics Co.

By:  _____
Name: _____
Title: *President*

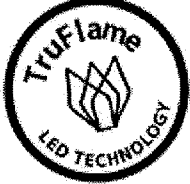
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SCHEDULE A

REGISTRATIONS

Mark	Country	Reg. No.	Reg. Date	Status
TRUFLAME	United States	4,199,532	August 27, 2012	Registered
TRUFLAME	European Union	009970931	October 24, 2011	Registered
	United States	4,242,851	November 12, 2012	Registered
	European Union	009971136	October 24, 2011	Registered
FLICKER WITHOUT THE FLAME	United States	3,087,067	May 1, 2006	Registered
FLICKER WITHOUT THE FLAME	Australia	1115304	January 15, 2007	Registered
FLICKER WITHOUT THE FLAME	Canada	TMA721749	August 22, 2008	Registered
FLICKER WITHOUT THE FLAME	Japan	5507639	July 13, 2012	Registered
SMART FLAME	United States	4,317,358	April 9, 2013	Registered
SMART FLAME	Japan	5507640	July 13, 2012	Registered
SMART FLAME	Singapore	T1118137E	May 2, 2012	Registered

APPLICATIONS

Mark	Country	App. No.	App. Date	Status
TRUFLAME	Canada	1526975	May 9, 2011	Pending
	Canada	1526964	May 9, 2011	Pending