

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hark Electronic Systems, Inc.		01/08/2015	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	TWR Lighting, Inc.		
Street Address:	4300 Windfern		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77041		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1872351	HARK	
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:	hank@fasthofflawfirm.com		
Correspondent Name:	Hank Fasthoff		
Address Line 1:	3000 Wesleyan, Suite 305		
Address Line 4:	Houston, TEXAS 77027		
NAME OF SUBMITTER:	Henry J. Fasthoff, IV		
SIGNATURE:	/Henry J Fasthoff, IV/		
DATE SIGNED:	01/08/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Hark Electronic Systems, Inc., a South Carolina corporation and Shellie Hargenrader, a South Carolina resident (individually and collectively "Assignor") and TWR Lighting, Inc., a Texas corporation ("Assignee"), and is effective as of May 8, 2012.

Whereas, on May 8, 2012, Assignor and Assignee entered into an Asset Purchase Agreement ("APA") under which Assignee acquired all assets of Assignor, including, without limitation, all trademarks, trademark registrations and other intellectual property rights, including, without limitation, the HARK mark and U.S. Trademark Reg. No. 1,872,351 identified on Schedule 1 hereto (individually and collectively the "Trademarks"); and

Whereas, Assignee wishes to acquire all right, title, and interest in and to the Trademarks in perpetuity, and Assignor wishes to confirm that all such rights have been granted and transferred to Assignee;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably grants, assigns and transfers to Assignee and its successors and assigns, all right, title, and interest in and to the Trademarks, including, without limitation:

- (a) all goodwill appurtenant to the Trademarks;
- (b) all pending trademark applications;
- (c) all registration rights;
- (d) all renewal and extension rights,
- (e) all demands, claims, causes of action and damages that Assignor has or may have, whether known or unknown, whether existing or hereafter arising, for infringement and/or any other violation of rights in connection with the Trademarks;
- (f) all licenses, fees, royalties, income and other compensation relating to the Trademarks; and
- (g) all other rights in and to the Trademarks.

2. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the sole and exclusive owner of all right, title and interest in and to the Trademarks;
- (c) The Trademarks are free of any liens, security interests and encumbrances;
- (d) This Agreement is valid, binding and enforceable in accordance with its terms, and shall inure to the benefit of the parties respective successors and assigns; and

TRADEMARK

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(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. Entire Agreement. This Agreement, jointly with the May 8, 2012 APA, contains the entire understanding and agreement between the parties hereto with respect to its subject matter, and supersedes all prior and contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof, all of which are merged herein.

6. Amendment. This Agreement may be amended only by a subsequent written agreement signed by both parties.

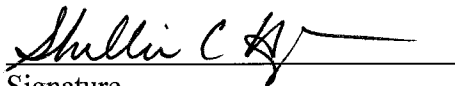
7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be governed by the laws of Texas, without regard for conflicts of law principles. The courts situated in Harris County, Texas shall have exclusive jurisdiction and venue over all claims arising under or relating to this Agreement, and the parties hereby irrevocably consent to the jurisdiction of such courts for the purposes of this Agreement.

FOR HARK ELECTRONIC SYSTEMS, INC.:

FOR TWR LIGHTING, INC.


Signature

Shellie Hargenrader
Printed Name

Chief Executive Officer
Title



Digitally signed by Ray Kraemer
DN: cn=Ray Kraemer, o=TWR Lighting,
Inc., ou,
email=kraimer@twrlighting.com, c=US
Date: 2015.01.08 14:57:54 -0600

Signature

Raymond Kraemer III
Printed Name

President & COO
Title

FOR SHELLIE HARGENRADER:



Shellie Hargenrader

SCHEDULE 1

Trademarks	Application Serial No.	Reg. Date
HARK	U.S. Trademark Reg. No. 1,872,351	January 10, 1995