

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330478

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Permlight Products, Inc.		12/24/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Philip Frey, Jr., Trustee of the Frey Living Trust		
<b>Street Address:</b>	5005 S.E. Williams Way		
<b>City:</b>	Stuart		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34997		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75682816	LI'L GOLIATH	
<b>Serial Number:</b>	75682817	COBRA	
<b>Registration Number:</b>	2477291	LIGHTPATH	
<b>Serial Number:</b>	75869952	FOLLOW US...	
<b>Registration Number:</b>	2638179	LED'R LIGHT	
<b>Registration Number:</b>	3591836	ENBRYTEN	
<b>Serial Number:</b>	77437601	KEEPING INNOVATIVE SOLUTIONS SIMPLE	
<b>Serial Number:</b>	77437616	WHERE'S THE BULB?	
<b>Registration Number:</b>	3674156	BRILLIA	
<b>Registration Number:</b>	3758652	THERMADJUST	
<b>Serial Number:</b>	78019764	LIGHTLINE	
<b>Registration Number:</b>	3149495	TWISTE-R	
<b>Serial Number:</b>	78380398	MONSTER-LIGHT	
<b>Registration Number:</b>	3153630	HI-EF	
<b>Registration Number:</b>	3157616		
<b>Serial Number:</b>	78724135	LIGHT FROM NOW ON	
<b>Registration Number:</b>	3455645	PERMLIGHT	
<b>Registration Number:</b>	3455646	PERMLIGHT	
<b>Registration Number:</b>	4526414	LINEARRAY	

OP \$490.00 75682816

**CORRESPONDENCE DATA****Fax Number:** 7145080920*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.***Phone:** 7145080729**Email:** GPreston@permlight.com**Correspondent Name:** George Preston**Address Line 1:** 422 West 6th Street**Address Line 4:** Tustin, CALIFORNIA 92780

<b>NAME OF SUBMITTER:</b>	Philip Frey, Jr.
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<b>SIGNATURE:</b>	/Philip Frey, Jr./
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<b>DATE SIGNED:</b>	01/29/2015
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "*Assignment*") is made as of December 24, 2014 by Permilight Products, Inc., a California corporation (the "*Assignor*").

WHEREAS, Philip Frey, Jr., Trustee of the Frey Living Trust ("*Assignee*") and the Assignor are parties to the Loan Agreement (the "*Loan Agreement*") dated as of December 24, 2014. Capitalized terms used and not otherwise defined herein shall have the meaning assigned to them in the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, the Assignor has agreed to convey, assign and transfer, and Assignee has agreed to acquire, a security interest in all of the Assignor's rights in trademarks and service marks.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable considerations as set forth in the Loan Agreement, the receipt and sufficiency of which are hereby acknowledged by the Assignor:

1. Transfer of Assigned Marks. The Assignor hereby conveys, transfers and assigns, to Assignee, and its successors and assigns, in perpetuity (or for the longest period of time otherwise permitted by law), security interests in all of Assignor's rights, titles and interests whatsoever throughout the world in and to all of the registered trademarks or service marks, all of the trademark or service mark applications and all of the common law trademarks or service marks and all similar rights whatsoever associated with any and all marks set forth in *Schedule A* (collectively, the "*Assigned Marks*"), together with all applications to register any Assigned Marks, and all registrations of the Assigned Marks, and the goodwill of all business connected with the use of or symbolized by the Assigned Marks. Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. The Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world for the goods and services for which the Assigned Marks are presently used, with the right to base priority on the Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the mark is used.

2. Further Assurances. The Assignor shall execute and deliver, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of security interests in the Assigned Marks to Assignee.

3. Power of Attorney. Assignee is hereby named and appointed as attorney in fact in the name and on behalf of the Assignor, with full power of substitution, to execute, deliver, file and record this Assignment and any other documents as may be required to confirm such Assignment by any trademark registration authority in any and all jurisdictions and internationally.

4. Government Authorization. Assignor hereby authorizes all governments, agencies, bureaus or other authorities of any nature or description whatsoever to record this Assignment and to issue or transfer all said Assigned Marks to the Assignee as the legal and beneficial owner of all rights, titles, benefits, entitlements and interests therein, or otherwise as the Assignee may direct.

5. Miscellaneous. This Assignment and the rights and obligations of the parties hereunder shall be governed by and enforced in accordance with the laws of the State of California applicable to agreements made to be performed entirely within such State, without regard to the conflicts of law principles of such State. This Assignment may be executed in counterparts, including facsimile or Portable Document Format counterparts, each of which shall be deemed an original but both of which, taken together, shall continue one and the same instrument.

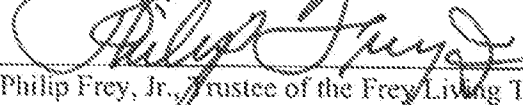
IN WITNESS WHEREOF, this Trademark Assignment has been executed and is effective this 24<sup>th</sup> day of December, 2014.

  
PERMLIGHT PRODUCTS, INC.

By: \_\_\_\_\_  
Name: George Preston  
Title: Chief Executive Officer & President

By: \_\_\_\_\_  
Name: *Garth W. Hember*  
Title: Secretary

ACCEPTED:

  
Philip Frey, Jr., Trustee of the Frey Living Trust

**SCHEDULE A**

<b>COUNTRY/ ORGANIZATION</b>	<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>STATUS</b>
USA	LPL GOLIATH**	75682816	NONE	Abandoned
USA	COBRA**	75682817	NONE	Abandoned
USA	LIGHTPATH**	75797877	2477291	Registration Cancelled
USA	FOLLOW US...**	75869952	NONE	Abandoned
USA	LED'R LIGHT**	76073252	2638179	Registration Cancelled
USA	ENBRYTEN	77100842	3591836	Registered
USA	KEEPING INNOVATIVE SOLUTIONS SIMPLE	77437601	NONE	Abandoned
USA	WHERE'S THE BULB?	77437616	NONE	Abandoned
USA	BRILLIA	77498179	3674156	Registered
USA	THERMADJUST	77582431	3758652	Registered
USA	LIGHTLINE**	78019764	NONE	Abandoned
USA	TWISTE-R	78380389	3149495	Section 8 and 15 combined declaration accepted and acknowledged
USA	MONSTER- LIGHT	78380398	NONE	Abandoned
USA	HI-EF	78722523	3153630	Registration Cancelled
USA		78724122	3157616	Registration Cancelled
USA	LIGHT FROM NOW ON	78724135	NONE	Abandoned
USA	PERMLIGHT	78897532	3455645	Registered
USA	PERMLIGHT**	78897536	3455646	Registered
USA	LINEARRAY	85691799	4526414	Registered

\*Design  
\*\*Design Plus Words

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

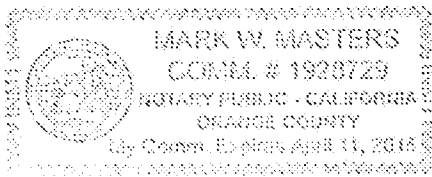
State of California

County of Orange

On Dec 29 2014 before me, Mark W. Masters, Notary Public

personally appeared George Preston Gregory Manager

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment

Document Date: 12/24/2014 Number of Pages: 4

Signer(s) Other Than Named Above: Philip Frey Jr

Capacity(ies) Claimed by Signer(s)

- Signer's Name:
Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:
Signer's Name:
Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing: