

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quanpu Optoelectronics, Ltd. Co.		02/29/2016	LIMITED LIABILITY COMPANY: CHINA
RECEIVING PARTY DATA			
Name:	Michael Lombardi		
Street Address:	57 Arcadia Lane		
City:	Lake Zurich		
State/Country:	ILLINOIS		
Postal Code:	60047		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4347459	LIGHTPAD	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Phone:	312-609-7814		
Email:	ahergott@vedderprice.com		
Correspondent Name:	Anita Hergott		
Address Line 1:	222 N. LaSalle St.		
Address Line 2:	25th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	49087000001		
NAME OF SUBMITTER:	Anita Hergott		
SIGNATURE:	/Anita Hergott/		
DATE SIGNED:	02/29/2016		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of the 29th day of February, 2016 (the "Effective Date") by and between Quanpu Optoelectronics, Ltd. Co., a Chinese limited liability company having its principal place of business at Shinghu Road 218, Biobay A4-306 SIP Suzhou China (hereinafter "Assignor"), and Michael Lombardi, an individual residing at 57 Arcadia Lane, Lake Zurich, Illinois 60047 (hereinafter "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the United States trademark LIGHTPAD, U.S. Registration No. 4,347,459 (the "Trademark");

WHEREAS, Assignor is willing to assign the Trademark to Assignee and Assignee desires to acquire the Trademark from Assignor.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark together with the goodwill of the business symbolized by the Trademark including the right to bring an action and recover for past, present and future infringement, if any, of the Trademark.

Assignor represents and warrants to Assignee that the Trademark is valid and subsisting.

In consideration for the Assignment, Assignee shall pay Assignor a one-time payment of \$3,000 ("Assignment Payment"). As of the Effective Date, Assignee shall place the Assignment Payment with Vedder Price P.C. ("Escrow Holder") pursuant to the Escrow Agreement. Upon receipt by the Escrow Holder of a facsimile or PDF copy of this signed Assignment, Escrow Holder shall send the Assignment Payment via electronic funds transfer to James Lupino per instructions on Exhibit 2 of the Escrow Agreement.

If Assignor shall notify Assignee at any time after the Effective Date of this Assignment of Assignor's desire to obtain a royalty-free license for the limited purpose of commercializing the specific device identified in the Statement of Use filed with the U.S. Patent and Trademark Office for the Trademark as of the Effective Date, Assignor and Assignee shall negotiate in good faith in an effort to memorialize such license on terms mutually agreeable to Assignor and Assignee.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers on the date first set forth above.

QUANPU OPTOELECTRONICS, LTD.
CO.

By: *Michael Lombardi*
Its: *President*

MICHAEL LOMBARDI

By: *Michael Lombardi*