

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eureka Lighting Inc.		06/07/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Luminaires Group U.S.A., LLC		
Street Address:	330 Madison Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2679422		
Registration Number:	3845318	ARKITEK	
Registration Number:	3927760	KONTRAK	
Registration Number:	2733688	EUREKA	
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>			
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Jordan B. Yellen		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86703.58		
NAME OF SUBMITTER:	Jordan B. Yellen		
SIGNATURE:	/Jordan B. Yellen by trademarkny/		
DATE SIGNED:	06/08/2016		

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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Agreement**”) is made as of June, 2016 (the “**Effective Date**”) by Eureka Lighting Inc., a federal corporation incorporated pursuant to the laws of Canada, having its principal place of business located at 225, de Liège Ouest, Bureau 200, Montreal, Québec, H2P 1H4, Canada (the “**Assignor**”), in favor of The Luminaires Group U.S.A., LLC, a limited liability company formed pursuant to the laws of Delaware, having its principal place of business located at 330 Madison Avenue, 27th Floor, New York, New York, 10017, U.S.A. (the “**Assignee**”).

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated as of June 6, 2016 (the “**Asset Purchase Agreement**”) by and among the Assignor, the Assignee and the other parties thereto, pursuant to which, *inter alia*, the Assignee and **9341-7863 Quebec Inc.** (the “**Canadian Purchaser**”) agreed to purchase from the Assignor, and the Assignor agreed to sell, assign and transfer to the Assignee and Canadian Purchaser, all or substantially all of the Assignor’s assets;

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, the Assignor agreed to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee agreed to purchase, acquire and accept, all of the Assignor’s right, title and interest in and to all of the Intellectual Property (as such term is defined in the Asset Purchase Agreement) of the Assignor, whether registered or not, including, but not limited to, (a) the trademarks and corresponding registrations and applications as listed in Schedule “A” hereto (the “**Trademarks**”), the patents and patent applications listed in Schedule “B” hereto (the “**Patents**”), and the domain name registrations listed on Schedule “C” hereto (the “**Domain Names**”) (wherein the Trademarks, the Patents, the Domain Names and all other intellectual property assets of the Assignor shall collectively be referred to as the “**Assigned Intellectual Property**”);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration including the proceeds received by the Assignor pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. Without limiting the generality of the terms of the Asset Purchase Agreement, the Assignor does hereby sell, transfer, convey, assign and deliver unto the Assignee all of the Assignor’s worldwide right, title and interest in and to the Assigned Intellectual Property, together with all associated goodwill, the same to be held by the Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor if this Agreement had not been made, including the assignment of the right to take action and recover in respect of any infringement of the rights of the Assignor in and to the Assigned Intellectual Property that took place prior to the date of this Agreement.

2. The Assignor hereby authorizes the Canadian Intellectual Property Office, the United States Patent and Trademark Office, and any and all other relevant governmental Intellectual Property Offices to transfer and record the assignment of the Assigned Intellectual Property to the Assignee, as assignee thereof, or otherwise as the Assignee may direct.

3. The Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed, all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions, including the execution of any further country-specific assignment documents, power of attorney documents and other documents necessary to effect the recordal of the assignments of the Assigned Intellectual Property to the Assignee at the various relevant governmental Intellectual Property Offices.

4. The Assignor hereby authorizes each of the relevant registrars that are responsible for managing the Domain Names to transfer the Domain Names to the Assignee, as assignee thereof, or otherwise as the Assignee may direct. The Assignor shall, at the request of the Assignee, assist the Assignee in effecting the formal transfer and recording of the assignment of the Domain Names, and shall execute any additional documents, including, without limitation, any forms of transfer (including any online forms of transfer), and to do such acts or other things as may be required by the Assignee to effect or confirm the assignment and transfer of the Domain Names to the Assignee.

5. The Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed, all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provision, including the execution of any further domain name transfer documents, authorizations and forms necessary to effect the assignment and transfer of the Domain Names to the Assignee.

6. The terms and covenants of this Agreement shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its successors, legal representatives and assigns.

7. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the Province of Québec and the laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which together shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Intellectual Property Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

EUREKA LIGHTING INC.

By: _____

Name:

Title:

Witnessed By: _____

Name:

THE LUMINAIRES GROUP U.S.A., LLC

By:  _____

Name:

Title:

Witnessed By: _____

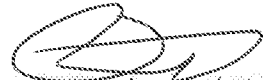
Name:


TRADEMARK

REEL: 005810 FRAME: 0519

IN WITNESS WHEREOF, the Assignor has caused this Intellectual Property Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

EUREKA LIGHTING INC.

By: 
Name: PATRICIA FOLEY
Title: PRESIDENT

Witnessed By: 
Name: VINCENT CHARETTE

THE LUMINAIRES GROUP U.S.A., LLC

By: _____
Name:
Title:

Witnessed By: _____
Name:

Schedule "A"

Trademarks

Canadian Trademarks

Trademark	Serial No.
KONTRAK	TMA763982
EUREKA	TMA568818
EUREKA Design	TMA550850
ARKITEK	TMA763497

United States Trademarks

Trademark	Serial No.
EUREKA Design	2,679,422
ARKITEK	3,845,318
KONTRAK	3,927,760
EUREKA	2,733,688

[BCF Note: The "Arkitek" and "Kontrak" trademarks listed above are no longer used by the Seller in the conduct of the Business and the Seller does not intend to renew the relevant registrations upon expiry. Please confirm whether you require their assignment or not.]

Schedule "B"

Patents

Canadian Patents

Title	Serial No.
RECESSED ELECTRICAL EQUIPMENT FIXTURE	2,507,362

United States Patents

Title	Serial No.
RECESSED ELECTRICAL EQUIPMENT FIXTURE	7,331,555
LIGHTING FIXTURE	D469,910

Schedule "C"

Domain Names

<http://www.eurekalighting.com/>