

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alfalight, Inc.		07/06/2016	Corporation:
RECEIVING PARTY DATA			
Name:	EM4, INC.		
Street Address:	7 Oak Park Drive		
City:	Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	01730		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2872352	ALFALIGHT	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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:	ipdocket@thompsonhine.com		
Correspondent Name:	Michale J. Nieberding		
Address Line 1:	10050 Innovation Drive, Suite 400		
Address Line 4:	Dayton, OHIO 45342		
NAME OF SUBMITTER:	MICHAEL J. NIEBERDING		
SIGNATURE:	/MICHAEL J. NIEBERDING/		
DATE SIGNED:	07/18/2016		
Total Attachments: 5			
source=AlfalightIP_Assignment_20160718#page1.tif			
source=AlfalightIP_Assignment_20160718#page2.tif			
source=AlfalightIP_Assignment_20160718#page3.tif			
source=AlfalightIP_Assignment_20160718#page4.tif			
source=AlfalightIP_Assignment_20160718#page5.tif			

OP \$40.00 2872352

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of July 6, 2016, is entered into by and between EM4, Inc., a Delaware corporation, (the "Buyer") and Alfalight, Inc., a Delaware corporation (the "Seller"), pursuant to Section 1.6(a)(iii) of that certain Asset Purchase Agreement, dated as of July 6, 2016, by and between the Buyer and the Seller (the "Purchase Agreement").

RECITALS

WHEREAS, concurrently with the execution of this Agreement, the Buyer and the Seller are entering into the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, the Seller has agreed to convey, transfer and assign to Buyer, among other assets, all Seller Intellectual Property, and has agreed to execute and deliver, this IP Assignment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. The Seller hereby conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of each Seller's right, title and interest in and to the Trademarks set forth in Schedule 1 (the "**Assigned Trademarks**"), including any goodwill associated with such Trademarks, together with:
 - (a) all rights of any kind whatsoever of the Seller accruing under the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (b) any and all royalties, fees, income, payments and other proceeds due and payable on or after the date hereof with respect to the Assigned Trademarks; and
 - (c) any and all claims and causes of action with respect to the Assigned Trademarks accruing on or after the date hereof.
3. The Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof and pursuant to the terms of the Purchase Agreement, Sellers shall take such reasonable steps and actions, and provide such reasonable cooperation and

assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer.

4. This IP Assignment is subject to all of the representations, warranties, covenants, agreements, exclusions, indemnities and other provisions set forth in the Purchase Agreement, all of which are incorporated herein by reference.

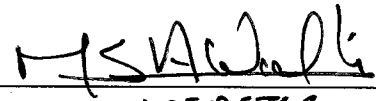
5. This IP Assignment and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

6. This IP Assignment may be executed in counterparts (including electronically-transmitted counterparts), each of which shall be considered an original instrument, but both of which shall be considered one (1) and the same agreement, and shall become binding when one (1) or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed and delivered as of the Effective Date.

EM4, INC.

By: 
Name: MARK WEBSTER
Title: CEO

ALFALIGHT, INC.

By: _____
Name: _____
Title: _____

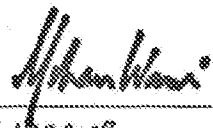
[Signature Page to EM4 – Alfalight IP Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed and delivered as of the Effective Date.

EM4, INC.


By: _____
Name:
Title:

ALFALIGHT, INC.

By:  _____
Name: MOHAM W. WARRIOR
Title: PRESIDENT, CEO

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark No.	Mark	Registration Date	Maintenance Deadline	Owner of Record and Other Interests
US 2,872,352		8/10/2014	8/10/2024	Alflight, Inc.