

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J & J Electronics, Inc		11/15/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	J & J Electronics, LLC
Street Address:	6 Bendix
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2360142	
Registration Number:	3151366	COLOR SPLASH
Registration Number:	0395474	REGENT ROYAL
Registration Number:	1859579	LOCK 'N SEAL
Registration Number:	3126903	INTELLIGLO
Registration Number:	3077086	COLORGLO
Registration Number:	4566735	PUREWHITE

CORRESPONDENCE DATA

Fax Number: 7168535199

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: 7168535100

Email: sbalkin@lippes.com

Correspondent Name: Sean P. Balkin

Address Line 1: 50 Fountain Plaza

Address Line 2: Suite 1700

Address Line 4: Buffalo, NEW YORK 14202

NAME OF SUBMITTER:	Sean P. Balkin
SIGNATURE:	/Sean P. Balkin/

TRADEMARK

DATE SIGNED:	11/16/2016
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Total Attachments: 5

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Trademark Assignment

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November 15, 2016, is made by and among J & J Electronics, Inc. (the "Assignor"), a California corporation with a principal address at 6 Bendix, Irvine, California 92618 and J & J Electronics, LLC (the "Assignee"), a California limited liability company with an address at 6 Bendix, Irvine, California 92618.

RECITALS

WHEREAS, the pursuant to that certain Contribution Agreement by and between the Assignor and the Assignee of even date herewith (the "Contribution Agreement"), the Assignor, in exchange for contributing all of its assets to Assignee, received one hundred percent (100%) of the total issued and outstanding membership interests of the Assignee; and

WHEREAS, under the terms of the Contribution Agreement, the Assignor has conveyed, transferred, and assigned to the Assignee, among other assets, certain intellectual property of the Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably conveys, transfers, and assigns to the Assignee, and The Assignee hereby accepts, all of the Assignor's right, title, and interest in and to the following (the "Assigned Trademarks") together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Assignor 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 the Assignee. Following the date hereof, upon the

Assignee's reasonable request, and at the sole cost of the Assignee, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee 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 the Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.


ASSIGNOR:

J&J ELECTRONICS, INC.

By: 
Name: James H. Hutto
Title: CEO

ASSIGNEE:

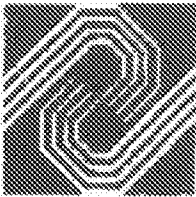
J & J ELECTRONICS, LLC

By: 
Name: James H. Hutto
Title: JMH

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

Assigned Trademarks.

Mark	Serial No.	Reg. No Reg. Date	Class and Goods	Status
<p>COLORGLO</p>	<p>76490594</p>	<p>3,077,086 April 4, 2006</p>	<p>IC 011: Electric indoor and outdoor lights; and lighting systems comprised of electric indoor and outdoor lights, optical fiber and electrical wire transmission lines, and AC, battery and solar powered controls comprising a microprocessors and electrical switches, all sold together as a unit.</p>	<p>Registered; Sec. 8&9 Decl. due April 4, 2026</p>
<p>J&J (design only)</p> 	<p>75764758</p>	<p>2,360,142 June 20, 2000</p>	<p>IC 009: Electrical cord and plug sets and electrical connectors - namely solderless lugs, compression splices, compression lugs, compression sleeves, butt connectors, service connectors, spade terminals, ring terminals, split bolt connectors and wire nuts.</p> <p>IC 017: nylon and plastic wire control products; namely cable ties, cable tie mounts, cable clamps, wiring channel, latching duct, strain relief bushings, press fit bushings and hole plugs.</p>	<p>Registered; Sec. 8&9 Decl. due June 20, 2020</p>

Mark	Serial No.	Reg. No Reg. Date	Class and Goods	Status
COLOR SPLASH	76615888	3,151,366 October 3, 2006	IC 011: Electric indoor and outdoor lights; and lighting systems comprised of electric indoor and outdoor lights, optical fiber and electrical wire transmission lines, and AC, battery and solar powered controls therefor, all sold together as a unit.	Registered; Sec. 8&9 Decl. due October 3, 2016
COVEBRITE	77165211	3,595,474 March 24, 2009	IC 011: Lighting fixtures incorporating light emitting diodes used primarily for commercial, architectural and entertainment applications	Registered; Sec. 8&9 Decl. due 9/12/2020
LOCK 'N SEAL	74457436	1,859,579 October 25, 1994	IC 011: electrical connectors.	Registered; Sec. 8&9 Decl. due October 25, 2024
IntelliGlo	78709166	3,126,903 August 8, 2006	IC 009: electronic controller for operating light emitting diodes for interior and exterior lighting.	Registered; Sec. 8&9 Decl. due August 8, 2026
PureWhite purewh ^{TE}	86003591	4,566,735 July 15, 2014	IC 009: electronic controller for operating light emitting diodes for interior and exterior lighting.	Registered; Initial Sec. 8 Decl. due July 15, 2019; Sec. 8&9 Decl. due July 15, 2024

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RECORDED: 11/16/2016

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