

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LED Concepts, L.L.C.		07/10/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	The Retrofit Source, Inc.		
Street Address:	2195 Defoor Hills Rd.		
Internal Address:	NW Suite M		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86494296	COLORMORPH	
Serial Number:	86514302	LED CONCEPTS	
CORRESPONDENCE DATA			
Fax Number:	4192559639		
<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:	419-255-5900		
Email:	docketing@mstfirm.com		
Correspondent Name:	MacMillan, Sobanski & Todd, LLC		
Address Line 1:	720 Water Street		
Address Line 2:	One Maritime Plaza, Fifth Floor		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Robert M. Leonardi		
SIGNATURE:	/Robert M. Leonardi/		
DATE SIGNED:	07/14/2017		
Total Attachments: 4			
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TRADEMARK AND GOODWILL ASSIGNMENT AGREEMENT

This Trademark and Goodwill Assignment Agreement ("Agreement") is made and entered into as of July 10, 2017 (the "Effective Date") by and between The Retrofit Source, Inc., an Ohio corporation ("Buyer"), and LED Concepts, L.L.C., a Louisiana limited liability company ("Seller"). The Seller and the Buyer are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, pursuant to the Intellectual Property Asset Purchase Agreement (the "IP Asset Purchase Agreement") dated July 10, 2017, between the Seller and the Buyer, as amended, modified or supplemented from time to time (the "IP Asset Purchase Agreement"), the Seller has agreed to sell to the Buyer those Assets defined in the IP Asset Purchase Agreement, which includes *inter alia* the tradenames, trademarks, service marks (whether registered, applied for, or used under common law), including the Goodwill, and all rights and proceeds associated therewith, all as more fully described in Exhibit "A" hereto (the "Trademarks");

WHEREAS, the Seller is the sole and rightful owner of the Trademarks; and

WHEREAS, the Buyer desires to purchase or acquire the Seller's right, title, and interest in and to the Trademarks; and

WHEREAS, pursuant to the IP Asset Purchase Agreement, the Buyer has agreed to purchase the Trademarks from the Seller, and the Seller has agreed to assign the Trademarks of the Buyer; and

WHEREAS, pursuant to that certain Bill of Sale, made and entered as of July 10, 2017 (the "Bill of Sale"), the Seller did convey to the Buyer the Assets; and

WHEREAS, the Parties hereto wish to enter into this Agreement for the purpose of causing the transfer of ownership and assignment of the Trademarks from the Seller to the Buyer.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1 Assignment and Sale. Effective as of the Effective Date, the Seller does hereby sell, assign, transfer and set over to Buyer all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Seller's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue

and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer and conveyance not been made.

The Seller authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Buyer as recipient of Sellers entire right, title and interest therein.

Seller further agrees to upon the request and at the expense of Buyer: (a) cooperate with Buyer in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Buyer lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

Section 2 Further Assurances. Subject to the terms and conditions of the IP Asset Purchase Agreement, each of the Parties will use their best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to consummate and make effective the transfer of the Trademarks hereunder, including without limitation the filing of assignments with the United States Patent and Trademark Office and other applicable federal or state governmental agencies, or the taking of other actions necessary or advisable, to transfer all registered Trademarks to Buyer's name, including without limitation those set forth in any exhibit or schedule hereto, and to provide whatever information or documentation is requested by Buyer with respect to the Trademarks. From time to time after the date hereof, Seller will execute and deliver such instruments and documents to Buyer as Buyer may reasonably request in order to more effectively vest in Buyer good title to the Trademarks.

Section 3 Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana without regard to its principles of conflicts of laws.

Section 4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures on this Agreement shall be as effective as original signatures on this Agreement.

Section 5 Amendments. This Agreement may not be amended without the express written consent of both Parties.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO TRADEMARK AND GOODWILL ASSIGNMENT
AGREEMENT BETWEEN THE RETROFIT SOURCE, INC. AND
LED CONCEPTS, L.L.C., DATED JULY 10, 2017]

IN WITNESS WHEREOF, the Parties have caused this Trademark and Goodwill
Assignment to be executed and delivered and to be effective as of the Effective Date.

BUYER:

The Retrofit Source, Inc.

By: 

Name: Matthew Kossoff

Title: President

SELLER:

LED Concepts, L.L.C.

By: 

Name: Clayton Percy Coco

Title: Authorized Member

EXHIBIT A

Trademarks

Mark	Application Serial No.	Registration No.
ColorMorph	86/494,296	4,848,221
LED CONCEPTS	86/514,302	4,807,731

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2932453-000001 07/07/2017