

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Development LLC		06/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sky Rich Star Limited		
Street Address:	Unit E, 10/F, Worldwide Centre		
Internal Address:	123 Tung Chau Street		
City:	Tai Kok Tsui, Kowloon		
State/Country:	HONG KONG		
Entity Type:	Corporation: HONG KONG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3886759	ENERGY FREE GREEN SOLUTIONS	
Registration Number:	5020733		
Registration Number:	5019369	PALADIN	
CORRESPONDENCE DATA			
Fax Number:	7344184289		
<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:	7344184288		
Email:	trademark@honigman.com		
Correspondent Name:	Julie E. Reitz, Honigman		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	07/12/2017		
Total Attachments: 14			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of June 8, 2017, is by and between International Development LLC, a Delaware limited liability company (the “Seller”), and Sky Rich Star Limited, a Hong Kong corporation (the “Buyer”).

RECITALS

A. The Seller and the Buyer are parties to that certain Asset Purchase Agreement, dated as of June 8, 2017, by and among the Buyer, ID Acquisition Company LLC, Quanxin Lighting & Electrical (USA) Inc., the Seller and IDC Holding Company LLC (the “Purchase Agreement”). The execution and delivery of this Agreement is an obligation of each of the Buyer and the Seller for the Closing under the Purchase Agreement.

B. The Seller owns and possesses, free and clear of all Liens (other than Permitted Liens), all right, title and interest in and to, or has the right to use pursuant to a valid and enforceable written license, each of the Patents and each of the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and the Buyer hereby agree as follows:

1. Definitions. Capitalized terms used herein but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

2. Assignment. In accordance with the Purchase Agreement, the Seller hereby irrevocably grants, transfers, assigns and conveys unto the Buyer all right, title and interest in and to (i) the Patents listed on Exhibit A hereto, and any continuation, continuation-in-part, division, renewal, substitute, re-issue or reexamination thereof, (ii) the Trademarks listed on Exhibit A hereto, together with all goodwill in and to such Trademarks, and (iii) all rights to sue or to bring any action or to assert any claim, whether at law or in equity, against any person or entity relating to any of those items set forth on Exhibit A hereto.

3. Recordation and Further Actions. The Seller hereby authorizes the Commissioners for Patents and Trademarks, respectively, 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 Agreement upon request by the Buyer. Following the date hereof, in case any further action is necessary to carry out the purposes of this Agreement, the Seller shall take such further action (including the execution and delivery of such further instruments and documents) as the Buyer may reasonably request, at the sole cost and expense of the Buyer (unless the Buyer is

entitled to indemnification therefor under Section 7.02(a) of the Purchase Agreement).

4. Terms of the Purchase Agreement. This Agreement is subject to the terms of the Purchase Agreement. The Seller and the Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement are not superseded hereby but 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement govern.

5. Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A facsimile or other copy of a signature, including execution and delivery of this Agreement by electronic exchange bearing the copies of the signature of a party, shall be deemed an original for purposes of this Agreement.

6. Notices. All notices, requests, demands, claims and other communications hereunder shall be given in the manner set forth in the Purchase Agreement. Either party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice of such change in the manner set forth in the Purchase Agreement.

7. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any situation in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining terms and provisions hereof or the validity, legality or enforceability of the offending term or provision in any other situation or in any other jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction so as best to give effect to the intent of the parties under this Agreement.

8. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Seller and the Buyer.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law rules or provisions (whether of the State of York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

10. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the parties and their respective successors and permitted assigns.

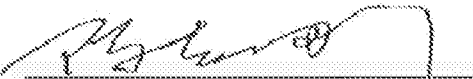
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IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first written above.

SELLER:
INTERNATIONAL DEVELOPMENT LLC

By: 
Len Blackwell, Manager

BUYER:
SKY RICH STAR LIMITED

By: 
Zhigang Chen, President

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A**Patents**


Title	Pub. No.	Pub. Date	App. No.	App. Date
LIGHT FIXTURE	USD713580	20140916	US2013441894F	20130110
LIGHT FIXTURE	USD713581	20140916	US2013441902F	20130110
PORTABLE WORK LIGHT	USD754900	20160426	US2014499926F	20140820
LIGHT FIXTURE	USD713579	20140916	US2013441747F	20130109
LIGHT FIXTURE	USD713578	20140916	US2013441743F	20130109
LIGHT FIXTURE	USD704883	20140513	US2013441765F	20130109
LIGHT FIXTURE	USD699887	20140218	US2013441754F	20130109
BASE FOR LIGHT FIXTURE	USD698482	20140128	US2013441735F	20130109
LIGHT FIXTURE	USD687180	20130730	US2013443025F	20130111
SOLAR FLASHLIGHT	USD621080	20100803	US2009343360F	20090911
LED FLASHLIGHT	USD601735	20091006	US2008326393F	20081016
Dodecahedronally-shaped illumination device with orientation detector	US9476578	20161025	US14212249A	20140314
COLLAPSIBLE WORKLIGHT ASSEMBLY	US9316384	20160419	US14775061A	20150911
COLLAPSIBLE WORKLIGHT ASSEMBLY	US20160209012	20160721	US14775061A	20160329
LUMINAIRE HAVING MULTIPLE SENSORS AND INDEPENDANTLY-CONTROLLABLE SOURCES	WO2014130997A1	20140828	WO2014US18242A	20140225
COMPACT LIGHTING DEVICE	WO2014138389A1	20140912	WO2014US21177A	20140306
COLLAPSIBLE WORKLIGHT ASSEMBLY	EP2971952A4	20160803	EP2014779016A	20140312

Title	Pub. No.	Pub. Date	App. No.	App. Date
COLLAPSIBLE WORKLIGHT ASSEMBLY	WO2014165170A1	20141009	WO2014US24638A	20140312
FLASHLIGHT WITH RIBS	USD600382	20090915	US20080326384F	20081016
LED FLASHLIGHT	USD600383	20090915	US20080326387F	20081016
LED FLASHLIGHT	USD600384	20090915	US20080326392F	20081016
CHROME FLASHLIGHT WITH TEXTURED GRIP	USD601285	20090929	US20080326382F	20081016
LED FLASHLIGHT	USD601286	20090929	US20080326390F	20081016
SOLAR POWERED LANTERN CHARGING CASE WITH BATTERY	USD602429	20091020	US20080321058F	20080710
SOLAR LIGHT	CA133774	20100903	CA20100133774F	20100119
SOLAR LIGHT	CA133106	20110131	CA20090133106F	20091125
SOLAR LIGHT	CA133773	20100903	CA20100133773F	20100119
SOLAR LIGHT	CA133781	20100907	CA20100133781F	20100119
COMBINED PUCK LIGHT AND PIVOTING MOUNTING BRACKET	USD617930	20100615	US20090346260F	20091029
ROUNDED PUCK LIGHT	CA133779	20101223	CA20100133779F	20100119
COMBINED PUCK LIGHT AND PIVOTING MOUNTING BRACKET	USD617931	20100615	US20090346261F	20091029
PUCK LIGHT	CA133780	20101223	CA20100133780F	20100119
SOLAR POWERED FLASHLIGHT CASE	USD619089	20100706	US20080321182F	20080711
COMBINED PUCK LIGHT AND FIXED MOUNTING BRACKET	USD619744	20100713	US20090346146F	20091027
PUCK LIGHT	CA133778	20101223	CA20100133778F	20100119

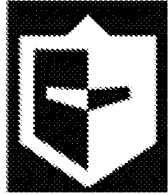
Title	Pub. No.	Pub. Date	App. No.	App. Date
COMBINED PUCK LIGHT AND FIXED MOUNTING BRACKET	USD620164	20100720	US20090346145F	20091027
ROUNDED PUCK LIGHT	CA133777	20101223	CA20100133777F	20100119
INSULATION PIERCING CONNECTOR	CA133776	20101230	CA20100133776F	20100119
Connector with conductor piercing prongs for a solar panel	US7824191	20101102	US20090609561	20091030
3-PRONG COMPRESSION CONNECTOR	USD651179	20111227	US20100378696F	20101108
3-PRONG COMPRESSION CONNECTOR	CA140459	20111206	CA20110140459F	20110505
SOLAR FLASHLIGHT	USD628726	20101207	US20100361383F	20100511
SOLAR FLASHLIGHT	CA137060	20110329	CA20100137060F	20100908
SOLAR LAMP WITH MUSHROOM SHADE	CA136912	20110608	CA20100136912F	20100831
SOLAR LAMP WITH FLOWER SHADE	CA136914	20110324	CA20100136914F	20100831
SOLAR LAMP WITH FLOWER SHADE	CA136913	20110324	CA20100136913F	20100831
SOLAR POWERED OUTDOOR LIGHT	CA137774	20110601	CA20100137774F	20101103
SOLAR LAMP WITH PETAL SHADE	CA137777	20110608	CA20100137777F	20101103
SOLAR LAMP WITH MUSHROOM SHADE	CA137779	20110608	CA20100137779F	20101103
SOLAR LAMP WITH PETAL SHADE	CA137776	20110601	CA20100137776F	20101103
SOLAR LAMP HAVING MOSAIC LENS	CA139876	20120831	CA20110139876F	20110329
SOLAR CANDLE LIGHT INSERT	CA140672	20120831	CA20110140672F	20110518


Title	Pub. No.	Pub. Date	App. No.	App. Date
SOLAR POWERED LANTERN CHARGING CASE	USD645400	20110920	US20080321188F	20080711
CANDLE LIGHT MOSAIC LENS	CA140674	20120831	CA20110140674F	20110518
CANDLE LIGHT MOSAIC LENS	CA140675	20120831	CA20110140675F	20110518
CANDLE LIGHT MOSAIC LENS	CA140676	20120831	CA20110140676F	20110518
CANDLE LIGHT MOSAIC LENS	CA140673	20120831	CA20110140673F	20110518
CANDLE LIGHT MOSAIC LENS	CA140677	20120831	CA20110140677F	20110518
HEATING PLATE	CN302191791	20121121	CN201230027213F	20120213
FRAGRANCE DISK	CN302093411	20120926	CN201230027218F	20120213
COMPACT LIGHTING DEVICE	US20160018070	20160121	US2014772727	20140306

Trademarks

Jurisdiction	Mark/Name	Status/Key Dates	Brief Goods/Services	Owner Information
United States (Federal)	ENERGY FREE GREEN SOLUTIONS and Design  RN: 3886759 SN: 77510212	Registered December 7, 2010 First Use: June 30, 2008 Filed: June 27, 2008 Application Published: June 16, 2009 Registered: December 7, 2010	(Int'l Class: 11) light bulbs; solar light fixtures, namely, indoor and outdoor solar powered lighting units and fixtures	International Development LLC
United States (Federal)	BUG WACKER RN: 3304501 SN: 78861834	Registered 8 & 15 April 15, 2014 First Use: February 1, 2006 Filed: April 14, 2006	(Int'l Class: 09) electric devices for attracting and killing insects; namely, a solar powered	International Development LLC

Jurisdiction	Mark/Name	Status/Key Dates	Brief Goods/Services	Owner Information
		Application Published: December 5, 2006 Registered: October 2, 2007	light and electrocution apparatus for insects	
United States (Federal)	NUWAX RN: 4195528 SN: 85298888	Registered August 21, 2012 First Use: December 28, 2011 Filed: April 19, 2011 Application Published: August 30, 2011 Registered: August 21, 2012	(Int'l Class: 11) flameless candles; solar light fixtures, namely, indoor and outdoor solar powered lighting units and fixtures; solar-powered all-weather lights	International Development LLC
United States (Federal)	SCENTERRIFIC RN: 4280486 SN: 85432216	Registered January 22, 2013 First Use: July 23, 2012 Filed: September 26, 2011 Application Published: March 6, 2012 Registered: January 22, 2013	(Int'l Class: 11) decorative ceramic cover for electric candle warmers; dispensing units for air fresheners; electric candle warmers; electric candles; electric dispenser for air freshener; electric dispensers for air fresheners and deodorizers to be plugged into wall outlets; flameless candles; led	International Development LLC

Jurisdiction	Mark/Name	Status/Key Dates	Brief Goods/Services	Owner Information
			(light emitting...	
United States (Federal)	SUN-GLOW RN: 2645555 SN: 76305284	Renewed November 5, 2012 First Use: March 1, 2001 Filed: August 27, 2001 Application Published: August 13, 2002 Registered: November 5, 2002 Last Renewal: November 5, 2012	(Int'l Class: 11) solar powered lighting fixtures	International Development LLC
United States (Federal)	Design Only  RN: 5020733 SN: 86783874	Registered August 16, 2016 First Use: June 23, 2015 Filed: October 9, 2015 Application Published: May 31, 2016 Registered: August 16, 2016	(Int'l Class: 07) generators of electricity, gas- operated power generators	International Development LLC
United States (Federal)	PALADIN RN: 5019369 SN: 86979455	Registered August 9, 2016 First Use: June 23, 2015 First Use: August 31, 2015 Filed: February 3, 2015 Application Published: November 24, 2015 Registered: August 9, 2016	(Int'l Class: 07) generators of electricity, gas- operated power generators (Int'l Class: 09) battery packs (Int'l Class: 11) led luminaires; led lighting systems comprised of work lights and case lights, each sold	International Development LLC

Jurisdiction	Mark/Name	Status/Key Dates	Brief Goods/Services	Owner Information
			together with lighting accessories	
Canada	SCENTERRIFIC RN: TMA873329 AN: 1570219	Canada Registered Last Status Received: Registered March 14, 2014 Office Status: Registration published Filed: March 23, 2012 Application Published: August 7, 2013 Registered: March 14, 2014 Expiration Date: March 14, 2029	(Int'l Class: 11) Goods: (1) Decorative ceramic cover for electric candle warmers; dispensing units for air fresheners; electric candle warmers; electric candles; electric... (Int'l Class: 11) Environmental control items	International Development LLC
Canada	ENERGY FREE GREEN SOLUTIONS and Design  RN: TMA850129 AN: 1423022	Canada Registered Last Status Received: Registered May 2, 2013 Office Status: Registration published Filed: December 24, 2008 Application Published: July 25, 2012 Registered: May 2, 2013 Expiration Date: May 2, 2028	(Int'l Class: 11) Goods: (1) Light bulbs; solar light fixtures, namely, indoor and outdoor solar powered lighting units and fixtures. (Int'l Class: 11) Environmental control items	International Development LLC
Canada	ENJOY	Canada	(Int'l Class: 11)	International Development

Jurisdiction	Mark/Name	Status/Key Dates	Brief Goods/Services	Owner Information
	RN: TMA841538 AN: 1485133	Registered Last Status Received: Registered January 29, 2013 Office Status: Registration published Filed: June 15, 2010 Application Published: June 8, 2011 Registered: January 29, 2013 Expiration Date: January 29, 2028	Goods: (1) Flameless candles; decorative lighting, namely, illuminated holiday and seasonal decorations. (Int'l Class: 11) Environmental control items	LLC
Canada	ENJOY LIGHTING RN: TMA841536 AN: 1485134	Canada Registered Last Status Received: Registered January 29, 2013 Office Status: Registration published Filed: June 15, 2010 Application Published: June 8, 2011 Registered: January 29, 2013 Expiration Date: January 29, 2028	(Int'l Class: 11) Goods: (1) Flameless candles. Goods: (2) Decorative lighting, namely, illuminated holiday and seasonal decorations. (Int'l Class: 11) Environmental control items	International Development LLC
Canada	GLO MASTER RN: TMA665402 AN: 1172003	Canada Registered Last Status Received: Registered June 1, 2006	(Int'l Class: 11) Goods: (1) Solar lights, outdoor grills and fireplace accessories.	International Development LLC

Jurisdiction	Mark/Name	Status/Key Dates	Brief Goods/Services	Owner Information
		Office Status: Registration published Filed: March 21, 2003 Application Published: January 11, 2006 Registered: June 1, 2006 Expiration Date: June 1, 2021	(Int'l Class: 11) Environmental control items	
Canada	MAX BRITE RN: TMA775933 AN: 1334720	Canada Registered Last Status Received: Registered August 31, 2010 Office Status: Registration published Filed: February 1, 2007 Application Published: January 21, 2009 Registered: August 31, 2010 Expiration Date: August 31, 2025	(Int'l Class: 11) Goods: (1) Flashlights. (Int'l Class: 11) Environmental control items	International Development LLC
International	SCENTERRIFIC RN: 1118771	International Registered Last Status Received: Registered May 7, 2013 Registered: March 26, 2012 Expiration Date: March 26, 2022	(Int'l Class: 11) Battery operated electric candles; decorative ceramic cover for electric candle warmers; dispensing units for air	International Development LLC

Jurisdiction	Mark/Name	Status/Key Dates	Brief Goods/Services	Owner Information
			fresheners; electric candle warmers; electric candles; electric dispensers for air freshener; electric dispensers for air fresheners and deodorizers to be plugged into wall outlets; flameless...	