

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM449385

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Candella LLC		01/19/2015	Limited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	Luminara Worldwide, LLC
<b>Street Address:</b>	10909 Valley View Road
<b>City:</b>	Eden Prairie
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55344
<b>Entity Type:</b>	Limited Liability Company: <del>UNITED STATES</del> <u>DELAWARE</u>

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	85734049	

**CORRESPONDENCE DATA**

Fax Number: 9496790461  
*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: 949-679-0052  
 Email: trademarks@umbergzipser.com  
 Correspondent Name: UMBERG ZIPSER LLP  
 Address Line 1: 1920 MAIN STREET, SUITE 750  
 Address Line 4: IRVINE, CALIFORNIA 92614

<b>NAME OF SUBMITTER:</b>	Danielle Moroz
<b>SIGNATURE:</b>	/Danielle Moroz/
<b>DATE SIGNED:</b>	11/01/2017

**Total Attachments: 8**

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**ASSIGNMENT AGREEMENT**

THIS AGREEMENT is entered into effective December 31, 2014 (the "Effective Date"), by and between Candella LLC, a limited liability company having its principal place of business at 4000 W. Metropolitan Dr., Suite 400, Orange, CA 92868 (referred to hereinafter as "ASSIGNOR"), and Luminara Worldwide, LLC, a limited liability company having its principal place of business at 10909 Valley View Road, Eden Prairie, MN 55344 (referred to hereinafter as "ASSIGNEE").

WHEREAS, ASSIGNOR has obtained by way of assignment certain intellectual property as outlined in the attached Schedules; which together with related good will, experimental data, trade secret, and know-how, copyright, maskworks, software code, and all other intellectual property of all kinds whatsoever (whether or not recorded with a government agency) is referred to hereinafter as the **IP ASSETS**;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, good will and interest in, to and under said IP ASSETS, including but not limited to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

WHEREAS, as of the Effective Date, ASSIGNOR has merged with and into ASSIGNEE, with ASSIGNEE being the surviving company;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the merger of the Parties, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the IP ASSETS, including but not limited to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said IP ASSETS by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention, and including all rights to sue for past, present or future infringement.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said IP ASSETS, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

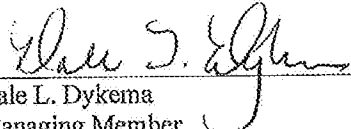
ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

This Assignment shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto.

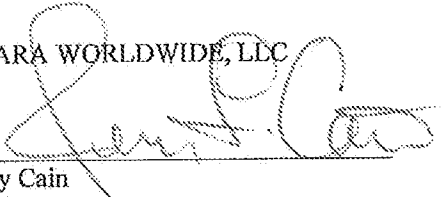
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, in duplicate, by their duly authorized officers or representatives.

CANDELLA, LLC

By:   
Dale L. Dykema  
Managing Member

Date: 1-19, 2015

LUMINARA WORLDWIDE, LLC

By:   
Jerry Cain  
President

Date: 1-21, 2015

IP SCHEDULE - PATENTS

Matter ID	Title	Matter Type	Serial Number
101895.0001PRO	Faux Flame	Patent - Provisional	61/293516
101895.0002PCT	Light Fixture With Flameless Candle	Patent - PCT	PCT/US12/33788
101895.0002PRO	Light Fixture With Built-In Flameless Candle	Patent - Provisional	61/324266
101895.0002US1	Light Fixture With Flameless Candle	Patent - US	13/087080
101895.0004CN	Flameless Candle (design patent)	Patent - Foreign	201130057292.X
101895.0004THd1	Flameless Candle (design patent)	Patent - Foreign	1402004061
101895.0005CN	Kinetic Flame Device (utility model)	Patent - Foreign	201120126374.X
101895.0005CN2	Kinetic Flame Device (utility model)	Patent - Foreign	201220017331.2
101895.0008PRO1	Methods of Moving Flame Element in Flameless Candle	Patent - Provisional	61/638969
101895.0008US1	Systems and Methods of Generating a Flickering Effect in an Electric Candle	Patent - US	13/871895
101895.0010PCT1	Electric Lighting Devices	Patent - PCT	PCT/US13/39535
101895.0010PRO1	Light String with Movable Flame Elements	Patent - Provisional	61/643076
101895.0010PRO2	Light String with Movable Flame Elements	Patent - Provisional	61/756300
101895.0010US1	Electric Lighting Devices	Patent - US	13/886944
101895.0013AUu	Flameless candle with movable flame element (innovation)	Patent - Foreign	2012101112
101895.0014PCT1	Charging Station for Electric Candles and Other Devices	Patent - PCT	PCT/US13/54403
101895.0014PRO1	Charging Station for Electric Candles	Patent - Provisional	61/681247
101895.0014US1	Charging Station for Electric Candles and Other Devices	Patent - US	13/963730
101895.0016PRO1	Rechargeable Candle and Base Station	Patent - Provisional	61/698367
101895.0017PCT1	Electric Candles for Use in Light Sockets	Patent - PCT	PCT/US13/33733
101895.0017PRO1	Systems And Methods For Generating A Flickering Effect In A Light Bulb	Patent - Provisional	61/714635
101895.0017US1	Electric Candles for Use in Light Sockets	Patent - US	13/850011
101895.0017US2	Electric Candles	Patent - US	14/321677
101895.0018PCT1	Electric Lighting Devices Using Air Flow to Generate a Flickering Flame Effect	Patent - PCT	PCT/US13/65284

101895.0018PRO1	Electric Candle Having Flickering Flame Effect and Aroma	Patent - Provisional	61/714687
101895.0022PRO1	Systems and Methods for Generating a Flickering Flame Effect	Patent - Provisional	61/746014
101895.0028AU(des)	Flameless Votive Candle Design	Patent - Foreign	201311873
101895.0028CN(des)	Flameless Votive Candle Design	Patent - Foreign	201330133124.3
101895.0028DESI	Flameless Candle Design	Patent - US	29/435316
101895.0028JP(des)	Flameless Votive Candle Design	Patent - Foreign	2013-9091
101895.0028MX(des)	Flameless Votive Candle Design	Patent - Foreign	MX/H2013/001027
101895.0029MXd	Flameless Candle Design	Patent - Foreign	MX/H2013/001021
101895.0031PCT1	Electric Lighting Devices Having Multiple Light Sources to Simulate a Flame	Patent - PCT	PCT/US14/13867
101895.0031PRO	Systems and Methods for Generating a Realistic Flame Effect	Patent - Provisional	61/758602
101895.0033PRO1	Electric Candles with Luminescent Material	Patent - Provisional	61/845733
101895.0033US1	Electric Candles with Luminescent Material	Patent - US	14/331093
101895.0035PCT1	Electrical Lighting Devices	Patent - PCT	PCT/US14/49819
101895.0035PRO1	Electrical Lighting Devices	Patent - Provisional	61/862407
101895.0039PCT1	Multi-Flame Electric Candles	Patent - PCT	PCT/US14/62059
101895.0039PRO1	Multi-Flame Lighting Devices	Patent - Provisional	61/894900
101895.0042PCT1	Candle Flame Simulation Using a Projection System	Patent - PCT	PCT/US14/13941
101895.0043PCT1	Electric Lighting Devices Having a Non-Homologous Projection Screen	Patent - PCT	PCT/US14/13923
101895.0044PCT1	Electric Lighting Devices that Simulate a Flickering Flame	Patent - PCT	PCT/US14/13740
101895.0045PCT1	Systems and Methods for Controlling a Plurality of Electric Candles	Patent - PCT	PCT/US14/13665
101895.0046CNu	Electric Lighting Devices	Patent - Foreign	201420157646.6
101895.0046PRO1	Electric Lighting Devices	Patent - Provisional	61/927896
101895.0046PRO2	Electric Lighting Devices	Patent - Provisional	61/929284
101895.0046THu	Electric Lighting Devices	Patent - Foreign	1403001380

101895.0048CNu1	Systems and Methods for Generating a Realistic Flame Effect	Patent - Foreign	201420199430.6
101895.0048PRO1	Systems and Methods for Generating a Realistic Flame Effect	Patent - Provisional	61/946569
101895.0049AUd1	Flat Top Flameless Wax Candle	Patent - Foreign	(waiting)
101895.0049CAd1	Flat Top Flameless Wax Candle	Patent - Foreign	(waiting)
101895.0049CNu1	Flat Top Flameless Wax Candle	Patent - Foreign	(waiting)
101895.0049DESI	Flat Top Flameless Wax Candle	Patent - US	29/496535
101895.0049EPd1	Flat Top Flameless Wax Candle	Patent - Foreign	002 573 469
101895.0049JPd1	Flat Top Flameless Wax Candle	Patent - Foreign	(waiting)
101895.0049KRd1	Flat Top Flameless Wax Candle	Patent - Foreign	(waiting)
101895.0049MXd1	Flat Top Flameless Wax Candle	Patent - Foreign	MX/f/2014/002619
101895.0049THd1	Flat Top Flameless Wax Candle	Patent - Foreign	1402002862
101895.0050AUd1	Step Top Flameless Wax Candle	Patent - Foreign	(waiting)
101895.0050CAd1	Step Top Flameless Wax Candle	Patent - Foreign	(waiting)
101895.0050CNu1	Step Top Flameless Wax Candle	Patent - Foreign	(waiting)
101895.0050DESI	Step Top Flameless Wax Candle	Patent - US	29/496539
101895.0050EPd1	Step Top Flameless Wax Candle	Patent - Foreign	002 573 246
101895.0050JPd1	Step Top Flameless Wax Candle	Patent - Foreign	(waiting)
101895.0050KRd1	Step Top Flameless Wax Candle	Patent - Foreign	(waiting)
101895.0050MXd1	Step Top Flameless Wax Candle	Patent - Foreign	MX/f/2014/002618
101895.0050THd1	Step Top Flameless Wax Candle	Patent - Foreign	1402002863
101895.0051DESS2	Tapered Flameless Candle	Patent - US	29/506903
101895.0051EPd2	Tapered Flameless Candle	Patent - Foreign	002 573 212
101895.0051MXd2	Tapered Flameless Candle	Patent - Foreign	MX/f/2014/003316
101895.0051THd2	Tapered Flameless Candle	Patent - Foreign	1402003361
101895.0054CNu1	Systems and Methods for Forming Wax Shells	Patent - Foreign	201420362766.X
101895.0054PRO1	Methods of Forming Wax Candles or Shells	Patent - Provisional	61/977547
101895.0055PRO1	Electric Lighting Devices	Patent - Provisional	62/033294
101895.0057PRO1	Electric Lighting Devices With Glow	Patent - Provisional	62/012084

101895.0059PRO1	Electric Lighting Devices	Patent - Provisional	62/033307
101895.0061PRO1	Electric Lighting Device	Patent - Provisional	62/041595
101895.0061PRO2	Electric Lighting Devices	Patent - Provisional	62/046113
101895.0061PRO3	Electric Lighting Devices	Patent - Provisional	62/063808
101895.0061PRO4	Electric Lighting Devices	Patent - Provisional	62/076534
101895.0062DESI	Pendulum Piece	Patent - US	29/510322
101895.0063PRO1	Electric Lighting Devices	Patent - Provisional	62/089089

TRADEMARK

REEL: 006201 FRAME: 0206



IP SCHEDULE - TRADEMARKS / TRADE DRESS

Matter ID	Title	Matter Type	Serial Number
101895.0012	Faux-Flame Candle Trade Dress	TMK - US	85/734049
101895.0012US2	Faux-Flame Candle Trade Dress	TMK - US	86/409372
101895.0030KR1	3D TRADEMARK	TMK - Foreign	40-2014-0044896
101895.0030MX	3D TRADEMARK (Cl. 4)	TMK - Foreign	1366017
101895.0030MX2	3D TRADEMARK (Cl. 11)	TMK - Foreign	1366019

IP SCHEDULE - COPYRIGHTS

Matter ID	Title	Matter Type	Serial Number
101895.0007	Faux-Flame Candle Copyright	Copyright	
101895.0007CA	Faux-Flame Candle Copyright	Copyright	1094830
101895.0007CN	Faux-Flame Candle Copyright	Copyright	00065112
101895.0007MX	Faux-Flame Candle Copyright	Copyright	03-2013-071513550800
101895.0015	Photograph of Electric Candle and Packaging Copyright	Copyright	Vau-1-106-264

TRADEMARK

REEL: 006201 FRAME: 0208

RECORDED: 11/01/2017