

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terralux, Inc.		11/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL LIGHTING COMPANY INC.		
Street Address:	20 POCONO ROAD		
City:	BROOKFIELD		
State/Country:	CONNECTICUT		
Postal Code:	06804		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2889296	TERRALUX	
Registration Number:	2884434	TERRALUX LED LIGHT ENGINE	
Registration Number:	4029365	LEDSENSE	
Registration Number:	3075962	MINISTAR2	
Registration Number:	4279545	INFINISTAR	
Registration Number:	4279871	LIGHTSTAR TRUCOLOR	
Registration Number:	4279547	INFINISTAR	
CORRESPONDENCE DATA			
Fax Number:	9142280023		
<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:	9148219075		
Email:	tmdocket@leasonellis.com, levin@leasonellis.com		
Correspondent Name:	Yuval Marcus		
Address Line 1:	One Barker Avenue, Fifth Floor		
Address Line 4:	White Plains, NEW YORK 10601		
NAME OF SUBMITTER:	Michelle Levin		
SIGNATURE:	/michelle levin/		
DATE SIGNED:	11/29/2017		

OP \$190.00 2889296

Total Attachments: 5

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TRADEMARK TRANSFER STATEMENT
(under Uniform Commercial Code Section 9-619)

WHEREAS, TerraLUX, Inc., a Delaware corporation ("**TerraLUX**"), is the registered owner of certain trademarks and service marks registered in the United States Patent and Trademark Office, foreign trademark registrations, and common law trademarks and service marks, which are set forth on the Schedule attached hereto (hereinafter collectively referred to as the "**Marks**") and is the owner of the goodwill associated with the Marks;

WHEREAS, TerraLUX, in a certain Intellectual Property Security Agreement, dated as of July 7, 2016 and recorded with the United States Patent and Trademark Office, previously granted to each of Venture Lending & Leasing VII, Inc. ("**VLL7**") and Venture Lending & Leasing VIII, Inc. ("**VLL8**") and sometimes being referred to herein together with VLL7 as "**Secured Parties**" and individually as a "**Secured Party**") security interests in all of TerraLUX's right, title and interest in and to all general intangibles and other personal property owned by TerraLUX, including, without limitation, the Marks and associated goodwill as security for certain loans which are in default;

WHEREAS, TerraLUX has defaulted in connection with its secured obligations to Secured Parties;

WHEREAS, each Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Marks and the goodwill associated therewith, and pursuant to a power of sale and foreclosure has conveyed on November ____, 2017, the Marks and associated goodwill to General Lighting Company Inc. ("**Transferee**"); and

WHEREAS, by reason of the exercise of such post-default remedies, all rights of TerraLUX in and to the Marks have been acquired by Transferee.

NOW, THEREFORE, in accordance with Section 9619(b) of the California Commercial Code, Transferee is entitled to a transfer of record of all right, title and interest of TerraLUX in and to the Marks and associated goodwill, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to Transferee.

The mailing address of TerraLUX, Secured Parties and the Transferee are as follows:

TerraLUX:

TerraLUX, Inc.
1830 Lefthand Circle, Suite B
Longmont, CO 80501
Attn: Martin Lundie

Secured Parties:

Venture Lending & Leasing VII, Inc.
Venture Lending & Leasing VIII, Inc.
104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attention: Chief Financial Officer

Transferee:

General Lighting Company Inc.
30 Beacon St
Brookfield CT 06812
Attention: Chief Operating Officer

This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This instrument may be executed by electronic signatures. Transferee and Secured Parties expressly agree to conduct the transactions contemplated by this instrument by electronic means (including, without limitation, with respect to the execution, delivery, storage and transfer of this instrument by electronic means and to the enforceability of electronic documents). Delivery of an executed signature page to this instrument by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof and thereof, as applicable. The words "execution," "signed," "signature" and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[Signature pages follow]

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, Secured Parties and Transferee have caused this instrument to be executed this _____ day of November, 2017.

SECURED PARTIES:

VENTURE LENDING & LEASING VII, INC.

By: _____

Name: David Wanek

Title: Vice President

VENTURE LENDING & LEASING VIII, INC.

By: _____

Name: David Wanek

Title: Vice President

TRANSFEREE:

GENERAL LIGHTING COMPANY INC.

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, Secured Parties and Transferee have caused this instrument to be executed this 19th day of November, 2017.

SECURED PARTIES:

VENTURE LENDING & LEASING VII, INC.


By: _____
Name: _____
Title: _____

VENTURE LENDING & LEASING VIII, INC.

By: _____
Name: _____
Title: _____

TRANSFEREE:

GENERAL LIGHTING COMPANY INC.

By:  _____
Name: Richard Lee
Title: Director

Schedule of Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
TerraLUX	Reg. No. 2,889,296 Appl. No. 78/309,089	Reg. Date 09/28/2004 Appl. Date 10/03/2003
Terralux LED Light Engine	Reg. No. 2,884,434 Appl. No. 78/309,097	Reg. Date 09/14/2004 Appl. Date 10/03/2003
LEDSense	Reg. No. 4,029,365 Appl. No. 77/874,806	Reg. Date 09/20/2011 Appl. Date 11/17/2009
Ministar2 x	Reg. No. 3,075,962 Appl. No. 78/494,524	Reg. Date 04/04/2006 Appl. Date 10/05/2004
Infinistar x	Reg. No. 4,279,545 Appl. No. 85/648,360	Reg. Date 01/22/2013 Appl. Date 06/11/2012
Lightstar Tricolor x	Reg. No. 4,279,871 Appl. No. 85/655,399	Reg. Date 01/22/2013 Appl. Date 06/19/2012
Registered and Owned by TerraLUX, Inc.:	Reg. No. 4,279,547 Appl. No. 85/648,366	Reg. Date 01/22/2013 Appl. Date 06/11/2012

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