

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461097

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900435440

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jeri Coppa-Knudtson, Chapter 7 Trustee for the Bankruptcy Estate of IntelliLUM, Inc.		10/27/2017	Trustee: NEVADA

RECEIVING PARTY DATA

Name:	Flow Lighting, LLC
Street Address:	1240 Texan Trail, Suite 102
City:	Grapevine
State/Country:	TEXAS
Postal Code:	76051
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4679797	INTELLILUM
Registration Number:	4704540	QUICKLED
Registration Number:	4861101	LIGHT CHANGES. CHANGE LIGHT.
Registration Number:	4874814	SMARTNET LED
Registration Number:	5041511	OPTIMIZING ILLUMINATION MINIMIZING ENE
Registration Number:	5257042	SMARTNET UNIVERSAL

CORRESPONDENCE DATA

Fax Number: 6023826070

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: 602 382 6000

Email: ipdocket@swlaw.com

Correspondent Name: Snell & Wilmer L.L.P. Ryan D. Ricks

Address Line 1: 400 E. Van Buren Street

Address Line 2: One Arizona Center

Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER: 74505.00400

NAME OF SUBMITTER:	Ryan D. Ricks
SIGNATURE:	/Ryan D. Ricks/
DATE SIGNED:	02/06/2018
Total Attachments: 5 source=IntelliLUM IP Assignment#page1.tif source=IntelliLUM IP Assignment#page2.tif source=IntelliLUM IP Assignment#page3.tif source=IntelliLUM IP Assignment#page4.tif source=IntelliLUM IP Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of October 27, 2017, is made by Jeri Coppa-Knudson, Chapter 7 Trustee for the Bankruptcy Estate of Intellilum, Inc., Case No. 17-50927 (“Seller”), and Flow Lighting, LLC, a Delaware limited liability company (“Buyer”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of even date herewith (the “Asset Purchase Agreement”). All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright 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, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the Intellectual Property and Intellectual Property Rights included within the Purchased Assets (the “Assigned IP”), including without limitation any and all:

(a) patents and patent applications of the Seller, including, without limitation those set forth on Schedule 1 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) trademark registrations and applications of the Seller, including, without limitation those set forth on Schedule 2 hereto, and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) copyright registrations, and applications for registration, and exclusive copyright licenses of the Seller and all issuances, extensions, and renewals thereof (the “Copyrights”);

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

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

(f) 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, dilution, 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. Seller makes no warranty as to the viability of the Assigned IP and Buyer is aware that third parties may assert title to at least a portion of the Assigned IP.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.


5. Successors and Assigns. This IP 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 IP 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 IP 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 Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:



Jeri Coppa-Knudson
Chapter 7 Trustee for the
Bankruptcy Estate of Intellilum, Inc.,
Case No. 17-50927

Address for Notices:

Intellilum, Inc.
co/ Jeri Coppa-Knudson, Trustee
3495 Lakeside Drive, PMB #62
Reno, Nevada 89509

AGREED TO AND ACCEPTED:

BUYER:

Flow Lighting, LLC

By: 

Name: James M. Sheehan

Title: Managing Member

Address for Notices:

Flow Lighting, LLC
Attn: James M. Sheehan
1632 Tuscan Ridge
South Lake, Texas 76092

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Flow resistance modifier apparatuses and methods for moving fluids	United States	Pat. No. 8,408,841	4/2/2013

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Retrofit and new light-emitting diode (led) light fixtures for replacement of a fluorescent light fixture	United States	USA 14/893,335	11/23/2015
Retrofit and new light-emitting diode (led) light fixtures for replacement of a fluorescent light fixture	Canada	Canada 2,913,132	11/27/2015
Retrofit and new light-emitting diode (led) light fixtures for replacement of a fluorescent light fixture	European Patent Office	EPO 2014800292	11/27/2015
Apparatuses, Systems, and Methods for Extraction and/or Storage of Energy From Moving Fluids	United States	USA 14/391,752	3/14/2013

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
IntelliLUM	United States	4,679,797	January 27, 2015
QuickLED	United States	4,704,540	March 17, 2015
Light Changes. Change Light.	United States	4,861,101	November 24, 2015
SmartNET LED	United States	4,874,814	December 22, 2015
Optimizing Illumination Minimizing Energy	United States	5,041,511	September 13, 2016
SmartNET Universal	United States	5,257,042	August 1, 2017