

900448573 04/30/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRINCIPAL LED, LLC		01/02/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	PRINCIPAL LIGHTING GROUP, LLC		
Street Address:	325 N. SAINT PAUL STREET, SUITE 3700		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87540032	PRINCIPAL LED	
Serial Number:	87540118	P-LED	
Serial Number:	87540209	WWW.P-LED.COM	
Serial Number:	87540234	WE SPEAK SIGN LANGUAGE	
Serial Number:	87645308	FUSION	
Serial Number:	87645339	QWIK STIK	
Serial Number:	87645374	STREET FIGHTER	
Serial Number:	87645391	STREET STIK	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	DARREN COLLINS		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067510-0019		

OP \$215.00 87540032

NAME OF SUBMITTER:	Stephanie Hernandez
SIGNATURE:	/Stephanie Hernandez/
DATE SIGNED:	04/30/2018
Total Attachments: 9 source=1_Valesco (PLED) Intellectual Property Assignment#page1.tif source=1_Valesco (PLED) Intellectual Property Assignment#page2.tif source=1_Valesco (PLED) Intellectual Property Assignment#page3.tif source=1_Valesco (PLED) Intellectual Property Assignment#page4.tif source=1_Valesco (PLED) Intellectual Property Assignment#page5.tif source=1_Valesco (PLED) Intellectual Property Assignment#page6.tif source=1_Valesco (PLED) Intellectual Property Assignment#page7.tif source=1_Valesco (PLED) Intellectual Property Assignment#page8.tif source=1_Valesco (PLED) Intellectual Property Assignment#page9.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”), dated as of January 2, 2018, is entered into by and between Principal LED, a Texas limited liability company (the “*Assignor*”), and Principal Lighting Group, LLC, a Delaware limited liability company (the “*Assignee*”).

WHEREAS, under the terms of that certain Asset Purchase and Contribution Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among the Assignor, the Assignee and certain other parties, the Assignor has agreed to sell, transfer, convey, assign, deliver and contribute to Assignee, among other assets, all intellectual property rights included in the Owned Intellectual Property transferred pursuant to the Purchase Agreement (the “*Transferred IP*”), including certain trademarks, patents, copyrights, service marks and domain names, and has agreed to execute and deliver this Assignment for recording or filing as proof of transfer of ownership with appropriate governmental or other authorities.

NOW THEREFORE, for the mutual premises and covenants herein and under the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein that are defined in the Purchase Agreement shall have the meanings ascribed to them in the Purchase Agreement.

2. Patent Assignment. Subject to the terms and conditions of the Purchase Agreement, the Assignor hereby transfers and assigns to the Assignee, free and clear of all Liens and in accordance with the terms of the Purchase Agreement, all of its rights in the patents and patent applications included in the Transferred IP (collectively, the “*Transferred Patents*”), including all inventions, patents and patent applications, all letters patent in all countries of the world and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, including without limitation the published patent applications and issued patents listed on Schedule A1 and the unpublished patent applications listed on Schedule A2, in each case, whether patented or unpatented, and whether or not reduced to practice, and the right to sue and collect damages for past infringement with respect to the foregoing.

3. Trademark Assignment. Subject to the terms and conditions of the Purchase Agreement, the Assignor hereby transfers and assigns Assignee, free and clear of all Liens and in accordance with the terms of the Purchase Agreement, all of its rights in the trademarks, service marks, trade dress, logos, slogans, brand names and trade names included in the Transferred IP (collectively, the “*Transferred Trademarks*”) and all registrations and registration applications relating thereto, including without limitation the registered trademarks listed on Schedule B, whether registered or unregistered, and the goodwill associated therewith, and the right to sue and collect damages for past infringement or dilution with respect to the foregoing.

4. Domain Name Assignment:

a. Subject to the terms and conditions of the Purchase Agreement, the Assignor hereby transfers and assigns to the Assignee, free and clear of all Liens and in accordance with the terms of the Purchase Agreement, all of its rights in the domain names included in the Transferred IP (the “*Transferred Domain Names*”) including without limitation the Transferred Domain Names listed in Schedule B, together with the goodwill associated therewith or symbolized thereby.

b. The Assignor shall submit to Assignee or the applicable domain name registrar used by such Assignor for the Transferred Domain Names any information required by each applicable domain name registrar for the Transferred Domain Names to (i) establish Assignee as the “Owner,” “Administrative Contact,” “Technical Contact” and “Billing Contact” for each such domain name and (ii) change the domain

name server information necessary to enable Assignee to exercise its rights in and to such Transferred Domain Names, including to release and transfer possession and control of the Domain Names to Assignee, and agrees to initiate or cooperate with all appropriate and necessary transfer actions and processes with such Assignor's current registrar and perform, follow or cooperate with Assignee on all procedures and actions specified by the registrar, and complete any documents or forms that may be required by the registrar, including, as necessary, executing documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to the registrars, with copies to Assignee.

5. Copyright Assignment. Subject to the terms and conditions of the Purchase Agreement, the Assignor hereby transfers and assigns to Assignee, free and clear of all Liens and in accordance with the terms of the Purchase Agreement, all of its rights in the copyrights included in the Transferred IP (collectively, the "***Transferred Copyrights***") and all registrations and applications for registration relating thereto, including without limitation the copyrights listed on Schedule C, and all issuances, extensions and renewals thereof, including all works of expression, derivative works and moral rights related thereto, and the right to sue and collect damages for past infringement with respect to the foregoing.

6. Recordation. The Assignor consents to the recordation of this Assignment and agrees to, at the request of Assignee and at Assignee's expense, execute and deliver any further documents and legal instruments as may be necessary by any jurisdiction or foreign governmental entity, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the Transferred IP, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

7. Severability. It is the desire and intent of the parties hereto that the provisions of this Assignment will be enforced to the fullest extent permissible under the Laws in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Assignment will be determined to be invalid or unenforceable, such provision will be deemed amended to delete therefrom the portion thus determined to be invalid or unenforceable, such deletion to apply to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions herein only with respect to the operation of such provision in the particular jurisdiction in which such determination is made.

8. Purchase Agreement Governs. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. The parties hereto hereby acknowledge and agree that nothing in this Assignment, express or implied, is intended to or shall be construed to enlarge, modify or alter in any way the terms of the Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

9. Governing Law. This Assignment shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state.

10. Jurisdiction. Each party irrevocably agrees that any proceeding against it arising out of or in connection with this Agreement or the transactions contemplated by this Agreement or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in any state court located within Rankin County in the State of Mississippi or any federal court located within the State of Delaware, and any state appellate court therefrom located within Rankin County in the State of Delaware (collectively, the "***Designated Courts***") and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the Designated Courts in personam with respect to any such proceeding and waives to the fullest extent permitted by Law any objection that it may now or hereafter have that any such proceeding has been brought in an inconvenient forum.

11. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning and interpretation of this Assignment.

12. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same Assignment. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Assignment as of the date first written above.

Assignor:

PRINCIPAL LED, LLC

By: 

Name: John Bryan Vincent

Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT (PRINCIPAL LED, LLC)]

TRADEMARK
REEL: 006325 FRAME: 0048

Assignee:

PRINCIPAL LIGHTING GROUP, LLC

By: *Heather Hubbard*
Name: Heather Hubbard
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT (PRINCIPAL LED, LLC)]

INTELLECTUAL PROPERTY ASSIGNMENT

SCHEDULE A1

Patents

Principal LED	14/582,944	9,851,054	Allowed	Universal Lamp Support - "Broad Stik Patent" for T12 retrofits
Principal LED	15/851,301		Filed	Universal Lamp Support

SCHEDULE A2

Unpublished Patent Applications

Principal LED	15/478,469		Filed	Fusion Freedom - Universal Module
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SCHEDULE B

Trademarks

Principal LED	SN 87540032	Pending	Principal LED
Principal LED	SN 87540118	Pending	P-LED
Principal LED	SN 87540209	Pending	www.p-led.com
Principal LED	SN 87540234	Pending	We Speak Sign Language
Principal LED	SN 87645308	Pending	Fusion
Principal LED	SN 87645339	Pending	Qwik Stik
Principal LED	SN 87645374	Pending	Street Fighter
Principal LED		Pending	Flat Stik
Principal LED		Pending	Tap Out
Principal LED	SN 87645391	Pending	Street Stik

Non-registered Trademarks (common law rights)

None.

Domain Names

None.

SCHEDULE C

Copyrights

No registered copyrights.