

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472480

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Acolyte Industries, Inc.		05/01/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General LED AI Holdings, LLC		
<b>Street Address:</b>	1074 Arion Circle #116		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78216		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76704516	ACOLYTE LED LIGHTING SOLUTIONS	
<b>Serial Number:</b>	87620731	GEL-FLUSH	
<b>Serial Number:</b>	87620722	SIMPLY CLEAN	
<b>Serial Number:</b>	87620712	PHOSPHORTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2102448944		
<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>			
<b>Phone:</b>	2102448844		
<b>Email:</b>	wquirk@rpsalaw.com		
<b>Correspondent Name:</b>	William Quirk		
<b>Address Line 1:</b>	755 E. Mulberry Ave., Suite 200		
<b>Address Line 4:</b>	San antonio, TEXAS 78212		
<b>NAME OF SUBMITTER:</b>	WILLIAM H. QUIRK		
<b>SIGNATURE:</b>	/William H. Quirk/		
<b>DATE SIGNED:</b>	05/03/2018		
<b>Total Attachments: 13</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “Agreement”) is made and entered into as of May 1, 2018, by and between Acolyte Industries, Inc., a corporation organized under the laws of New York (“Assignor”) and General LED AI Holdings, LLC, a limited liability company organized under the laws of Delaware (“Assignee”). Assignor and Assignee are collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, Assignor is the owner of various registered and unregistered trademarks and service marks, including (without limitation) the trademarks and service marks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (collectively, the “Trademarks”);

**WHEREAS**, pursuant to that certain Contribution, Purchase and Sale Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Assignor, Assignee, Salvatore Guerrieri and Siyi Lai, Assignor agreed to sell, assign, transfer, convey and deliver all of Assignor’s right, title, and interest in and to the Trademarks to Assignee; and

**WHEREAS**, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desire to purchase, acquire, assume and accept, the Trademarks pursuant to the terms of the Purchase Agreement and this Agreement.

**NOW, THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENTS**

1. **Assignment**. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors, and assigns all of Assignor’s right, title and interest in and to all of the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by the Trademarks, and with the right to bring an action or proceeding at law or in equity or before any governmental authority for any past, present or future infringement or violation of any of the Trademarks, and to collect all damages, awards, settlements and proceeds relating to the Trademarks. Assignor consents to recordation of this Agreement by Assignee with the United States Patent and Trademark Office or successor offices.

2. **Governing Law**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to any conflicts of law principles that could require application of the laws of any other state.

3. **Order of Precedence**. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall take precedence and control.

4. **No Modifications**. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all Parties hereto.

5. **Successors and Assigns**. This Agreement shall bind and shall inure to the benefit of the Parties and their respective successors, assigns and transferees.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first written above.

**ASSIGNOR:**



ACOLYTE INDUSTRIES, INC.  
Sal Guerrieri  
CEO

By: \_\_\_\_\_

Name:

Title:

*[Assignee's signature on the following page.]*

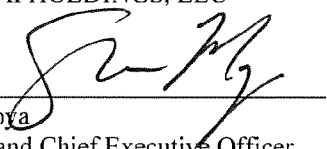
**ASSIGNEE:**

GENERAL LED AI HOLDINGS, LLC

By: \_\_\_\_\_

Name: Steven Moya

Title: President and Chief Executive Officer

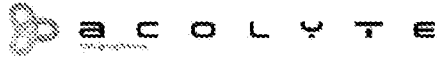


A handwritten signature in black ink, appearing to read 'S. Moya', is written over a horizontal line. The signature is fluid and cursive.

[Signature page to Trademark Assignment Agreement]

**TRADEMARK**

**REEL: 006383 FRAME: 0006**

**SCHEDULE A**

<b>Mark</b>	<b>Jurisdiction if filed</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date.</b>
 ACOLYTE	U.S.	76704516	9-16-2010	4078395	1-3-2012
 Complete Integrated LED Lighting Solutions		unregistered			
	China	11897831	12-14-2012		
ACOLYTE	China	11897858	12-14-2012		
GEL-FLUSH	US	87620731	9-25-2017		
SIMPLY CLEAN	US	87620722	9-25-2017		
PHOSPHORTECH	US	87620712	9-25-2017		
MINI LINEAR		unregistered			
SYNTHESIS LED LINEAR		unregistered			
TRACK LYTE F		unregistered			
TRACK LYTE I		unregistered			
TRACK LYTE K		unregistered			
TRACK LYTE L		unregistered			
ZOOMABLE DOWN LYTE		unregistered			
WARM DIM		unregistered			
CONFORM-A-BEND B1 CHANNEL		unregistered			
SC-CORNER1		unregistered			
SC-CORNER2		unregistered			
SC1		unregistered			
SC2		unregistered			
SC3		unregistered			

AW35 CHANNEL		unregistered			
NANO LINEAR		unregistered			
DOME NODE		unregistered			
FLAT NODE		unregistered			
MINI LINEAR		unregistered			
MINI LINEAR INTERNATIONAL		unregistered			
RGBW MINI LINEAR		unregistered			
GEOLYTE CIRCLE		unregistered			
GEOLYTE SQUARE		unregistered			
ANVYL		unregistered			
BFL150		unregistered			
BFL400		unregistered			
BFL523		unregistered			
PAR14 ZOOM		unregistered			
PAR19		unregistered			
PAR19 ZOOM		unregistered			
PAR54VW		unregistered			
SFK		unregistered			
ROUND PANEL LYTE 4.5		unregistered			
ROUND PANEL LYTE 6.5		unregistered			
ROUND PANEL LYTE 6/8		unregistered			
ROUND PANEL LYTE 8		unregistered			
60W COMPACT DRIVER		unregistered			
96W COMPACT DRIVER		unregistered			
ZOOMABLE DOWN LYTE		unregistered			
DIRECT AC		unregistered			



WARM DIM		unregistered			
STATIC WHITE		unregistered			
SUPER POPULATED		unregistered			
VARIABLE WHITE		unregistered			
MATRIX		unregistered			
STATIC COLOR		unregistered			
COLOR CHANGING RGB, RGBA, RGBW AND RGBWW		unregistered			
AP1 CHANNEL		unregistered			
AS1 CHANNEL		unregistered			
AS2 CHANNEL		unregistered			
AS20G CHANNEL		unregistered			
AS3 CHANNEL		unregistered			
AS6 CHANNEL		unregistered			
AT11 CHANNEL		unregistered			
AT4 CHANNEL		unregistered			
AT5 CHANNEL		unregistered			
AW35		unregistered			
C22 CHANNEL		unregistered			
GL2 CHANNEL		unregistered			
ROUND CHANNEL		unregistered			
WH35 CHANNEL		unregistered			
AC1 CHANNEL		unregistered			
AC2 CHANNEL		unregistered			
AC3 CHANNEL		unregistered			
AC4 CHANNEL		unregistered			
AC5 CHANNEL		unregistered			

AR1 CHANNEL		unregistered			
AR2 CHANNEL		unregistered			
AR3 CHANNEL		unregistered			
GL1 CHANNEL		unregistered			
W31 CHANNEL		unregistered			
SC-CORNER1		unregistered			
SC-CORNER2		unregistered			
PR3 LINEAR FIXTURE		unregistered			
PS3 LINEAR FIXTURE		unregistered			
SYNTHESIS LED LINEAR		unregistered			
PC1 LINEAR FIXTURE		unregistered			
PC2 LINEAR FIXTURE		unregistered			
PC3 LINEAR FIXTURE		unregistered			
PR1 LINEAR FIXTURE		unregistered			
PR2 LINEAR FIXTURE		unregistered			
PR3 LINEAR FIXTURE		unregistered			
PS1 LINEAR FIXTURE		unregistered			
PS2 LINEAR FIXTURE		unregistered			
PS3 LINEAR FIXTURE		unregistered			
SYNTHESIS LED LINEAR		unregistered			
GEOLYTE CIRCLE		unregistered			
GEOLYTE SQUARE		unregistered			
NEONLYTE		unregistered			
NEON COLOR		unregistered			
CONFORM-A-BEND B1 CHANNEL		unregistered			
RIGID AC		unregistered			

NEON COLOR		unregistered			
NEONLYTE		unregistered			
STATIC WHITE PANEL LYTE		unregistered			
COLOR PANEL LYTE		unregistered			
COLOR CHANGING PANEL LYTE		unregistered			
ROUND PANEL LYTE 4.5		unregistered			
ROUND PANEL LYTE 6.5		unregistered			
ROUND PANEL LYTE 6/8		unregistered			
ROUND PANEL LYTE 8		unregistered			
BACKLYTE		unregistered			
FLEXIBLE BACKLYTE		unregistered			
NANO LINEAR		unregistered			
MINI LINEAR		unregistered			
MINI LINEAR INTERNATIONAL		unregistered			
RGBW MINI LINEAR		unregistered			
DOME NODE		unregistered			
FLAT NODE		unregistered			
PAR14 ZOOM		unregistered			
PAR19		unregistered			
PAR19 ZOOM		unregistered			
PAR54VW		unregistered			
HPXL161 EXTERIOR LINEAR		unregistered			
PAR19		unregistered			
PAR19 ZOOM		unregistered			
PAR14 ZOOM		unregistered			
PAR54VW		unregistered			

BFL150		unregistered			
BFL400		unregistered			
BFL523		unregistered			
ANVYL		unregistered			
SFK		unregistered			
HPXL161 EXTERIOR LINEAR		unregistered			
LUTRON DIVA		unregistered			
LUTRON GRAFIK EYE CONTROL INTERFACE		unregistered			
LUTRON NOVA T		unregistered			
PHILIPS XITANIUM 0-10V DIMMING MODULE		unregistered			
1 ZONE DMX WALL CONTROLLER		unregistered			
10 ZONE DMX WALL CONTROLLER		unregistered			
4 CHANNEL WATERPROOF DMX LCD INTERFACE		unregistered			
5 CHANNEL DMX INTERFACE		unregistered			
5 ZONE DMX WALL CONTROLLER		unregistered			
DMX OPTO SPLITTER		unregistered			
GLASS TOUCH DMX WALL CONTROLLER		unregistered			
IR PROXIMITY SENSOR		unregistered			
IR WAVE SENSOR		unregistered			
LUTRON DIVA		unregistered			
LUTRON NOVA T DIMMER		unregistered			
LUTRON SKYLARK CONTOUR DIMMER		unregistered			
60W COMPACT DRIVER		unregistered			
96W COMPACT DRIVER		unregistered			

100W UL LISTED CLASS 2 DRIVER		unregistered			
40W CLASS 2 DRIVER		unregistered			
60W UL LISTED CLASS 2 DRIVER		unregistered			
OUTDOOR UL RECOGNIZED DRIVERS		unregistered			
0-10 V DIMMING ELECTRONIC DRIVERS		unregistered			
150W UNIVERSAL ELECTRONIC LINE VOLTAGE DIMMABLE DRIVER		unregistered			
200W UNIVERSAL ELECTRONIC LINE VOLTAGE DIMMABLE DRIVER		unregistered			
60W UNIVERSAL ELECTRONIC LINE VOLTAGE DIMMABLE DRIVER		unregistered			
96W UNIVERSAL ELECTRONIC LINE VOLTAGE DIMMABLE DRIVER		unregistered			
24 V LUTRON HI LUME DRIVER		unregistered			
24V LUTRON HI-LUME PREMIER .1% DRIVER		unregistered			
24 V CLASS 2 MAGNETIC DRIVER		unregistered			
24 V MAGNETIC DRIVER		unregistered			
18 GAUGE WIRE		unregistered			
4 WIRE RIBBONWIRE		unregistered			
5 WIRE RIBBONWIRE		unregistered			
2 PIN FEMALE CONNECTOR		unregistered			
2 PIN MALE CONNECTOR		unregistered			
2.1 BARREL FEMALE CONNECTOR		unregistered			
2.1 BARREL MALE CONNECTOR		unregistered			

IP67 2.1 FEMALE CONNECTOR		unregistered			
IP67 2.1 MALE CONNECTOR		unregistered			
IP67 5 CONDUCTOR FEMALE CONNECTOR		unregistered			
IP67 5 CONDUCTOR MALE CONNECTOR		unregistered			
RJ45		unregistered			
DMX CABLES		unregistered			
DOUBLE SIDED TAPE		unregistered			
FLAT SILICONE MOUNTING CLIP		unregistered			
SILICONE MOUNTING CLIP		unregistered			
TILTABLE STAND		unregistered			
WIDE SILICON CLIP		unregistered			
ROUND PANEL LYTE 4.5		unregistered			
ROUND PANEL LYTE 6		unregistered			
ROUND PANEL LYTE 8		unregistered			
ROUND PANEL LYTE 6/8		unregistered			
CYRRUS		unregistered			
CYRRUS II		unregistered			
LYTEWASH		unregistered			
Y-PACK		unregistered			
Y-PACK II		unregistered			
FLEXIBLE BACKLYTE		unregistered			
7575 DMX LINEAR		unregistered			
LINEARLYTE 7.7 - 16.7MM		unregistered			
LINEARLYTE 7.7 - 15MM		unregistered			
2835 DOUBLE RUN RIGID BOARD		unregistered			

7575 RIGID LINEARLYTE		unregistered			
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