

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483355

| | |
|------------------------------|--|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the state of residence of the receiving party, S.R. Smith, LLC previously recorded on Reel 005167 Frame 0946. Assignor(s) hereby confirms the state of residence of the receiving party, S.R. Smith, LLC, should be corrected and changed, from "OHIO" to "OREGON". |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|-----------------------|
| Energy Focus, Inc. | | 11/25/2013 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | S.R. Smith, LLC |
| Street Address: | 1017 SW Berg Parkway |
| City: | Canby |
| State/Country: | OREGON |
| Postal Code: | 97013 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 1904331 | BRITEPAK |
| Registration Number: | 1500428 | FIBERSTARS |
| Registration Number: | 3051268 | JAZZ |
| Registration Number: | 1905553 | STAR GLO |
| Registration Number: | 1978823 | FIBERSTIX |
| Registration Number: | 1898069 | FIBERTWIST |
| Registration Number: | 1848171 | SUPERSTARS |
| Registration Number: | 1688941 | EVEN GLO |
| Registration Number: | 1501227 | F |

CORRESPONDENCE DATA

Fax Number: 5032202480

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: (503) 294-9851

Email: patrick.hartigan@stoel.com

Correspondent Name: Matthew R. Wilmot/Stoel Rives LLP

Address Line 1: 760 SW Ninth Avenue, Suite 3000

TRADEMARK

| | |
|--|-----------------------------------|
| Address Line 4: | Portland, OREGON 97205 |
| NAME OF SUBMITTER: | Patrick P. Hartigan, SR paralegal |
| SIGNATURE: | /Patrick P. Hartigan/ |
| DATE SIGNED: | 07/25/2018 |
| Total Attachments: 5 source=Supporting Assignment Document - assignment-tm-5167-0946#page1.tif source=Supporting Assignment Document - assignment-tm-5167-0946#page2.tif source=Supporting Assignment Document - assignment-tm-5167-0946#page3.tif source=Supporting Assignment Document - assignment-tm-5167-0946#page4.tif source=Supporting Assignment Document - assignment-tm-5167-0946#page5.tif | |

900273757 12/05/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|--|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Energy Focus, Inc. | | 11/25/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | S.R. Smith, LLC | | |
| Street Address: | 1017 SW Berg Parkway | | |
| Internal Address: | P.O. Box 400 | | |
| City: | Canby | | |
| State/Country: | OHIO | | |
| Postal Code: | 97013 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1904331 | BRITEPAK | |
| Registration Number: | 1500428 | FIBERSTARS | |
| Registration Number: | 3051268 | JAZZ | |
| Registration Number: | 1905553 | STAR GLO | |
| Registration Number: | 1978823 | FIBERSTIX | |
| Registration Number: | 1898069 | FIBERTWIST | |
| Registration Number: | 1848171 | SUPERSTARS | |
| Registration Number: | 1688941 | EVEN GLO | |
| Registration Number: | 1501227 | F | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2157896673 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2158646857 | | |

OP \$240.00 1904331

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TRADEMARK
REEL: 006430 FRAME: 0359

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made this 25th day of November, 2013 by and between Energy Focus, Inc., a Delaware corporation ("Assignor"), and S.R. Smith, LLC, a Delaware limited liability company ("Assignee"), in favor of Assignee.

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated November 25, 2013 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell, transfer and assign to Assignee, the Purchased Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, Assignor wishes to convey all of its right, title and interest in and to those trademarks set forth on Schedule A attached hereto, all applications and registrations pertaining thereto and all common law rights associated therewith, together with the goodwill arising therefrom (collectively, the "Trademarks");

WHEREAS, Assignee desires to acquire the Trademarks and the goodwill represented thereby.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby sells, transfers and assigns to Assignee and its successors and assigns, all of its right, title and interest in and to the Trademarks throughout the world, the right to conduct business under the Trademarks, including the right to license the Trademarks to others, and all rights to sue and collect damages and/or profits for claims of past or future infringements of the Trademarks.

2. Recordation of Assignment. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable governmental authority in any applicable jurisdiction to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future notices and any other communications and documents bearing on the Trademarks.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

4. Further Assurances. Assignor hereby agrees to execute upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the

Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

5. Amendment; Waiver. This Assignment shall not be amended or modified except by a written instrument duly executed by each of the Parties hereto. Any extension or waiver by any party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such party.

6. Counterparts. This Assignment may be executed in two counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same assignment.

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[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment on the date first above written.

ASSIGNOR:

ENERGY FOCUS, INC.

By:  _____

Name: James Tu

Title: Executive Chairman and Chief
Executive Officer

ASSIGNEE:

S.R. SMITH, LLC

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment on the date first above written.

ASSIGNOR:

ENERGY FOCUS, INC.

By: _____

Name: James Tu

Title: Executive Chairman and Chief
Executive Officer

ASSIGNEE:

S.R. SMITH, LLC

By: _____

Name: Richard P. Laitta

Title: President

SCHEDULE A
TRADEMARKS

| Trademark | Country | Class(es) | App. Date | App. No. | Reg. Date | Reg. No. | Renewal Date | Status |
|------------------------|---------------|-----------|------------|-----------|------------|-----------|--------------|------------|
| BRITEPAK | United States | 11 | 06/16/1994 | 74538545 | 07/11/1995 | 1904331 | 07/11/2015 | Registered |
| FIBERSTARS | Canada | 11 | 06/03/1988 | 0608423 | 11/10/1989 | TMA363337 | 11/10/2019 | Registered |
| FIBERSTARS | Mexico | 7,9,11 | 06/01/1988 | 42917 | 12/09/1988 | 356610 | 06/01/2023 | Registered |
| FIBERSTARS | UK | 11 | 03/23/1988 | B1346315 | 03/30/1990 | B1346315 | 05/23/2015 | Registered |
| FIBERSTARS | United States | 11 | 12/10/1987 | 73700028 | 08/16/1988 | 1500428 | 08/16/2018 | Registered |
| JAZZ | United States | 11 | 11/28/2000 | 76173712 | 01/24/2006 | 3051268 | 01/24/2016 | Registered |
| MAXCORE | EU | 09 | 04/23/2001 | 002187672 | 06/17/2002 | 002187672 | 04/23/2021 | Registered |
| STAR GLO | United States | 11 | 06/30/1994 | 74546077 | 07/18/1995 | 1905553 | 07/18/2015 | Registered |
| FIBERSTIX | United States | 11 | 06/08/1994 | 74534957 | 06/04/1996 | 1978823 | 06/04/2016 | Registered |
| FIBERTWIST | United States | 11 | 08/18/1993 | 74426767 | 06/06/1995 | 1898069 | 06/06/2015 | Registered |
| SUPERSTARS | United States | 11 | 10/26/1992 | 74325743 | 08/02/1994 | 1848171 | 08/02/2014 | Registered |
| EVEN GLO | United States | 11 | 04/26/1991 | 74161211 | 05/26/1992 | 1688941 | 05/26/2012 | Lapsed |
| F (design plus words) | United States | 11 | 12/10/1987 | 73700050 | 08/23/1988 | 1501227 | 08/23/2018 | Registered |
| FIBERSTARS | Australia | 11 | 05/25/1988 | 487810 | 05/25/1988 | 487810 | 05/25/2019 | Registered |
| F FIBERSTARS (design) | Switzerland | 11 | 12/12/1988 | 3757/1988 | 02/09/1989 | P-367018 | 12/12/2018 | Registered |
| FIBERSTARS SYSTEM 2000 | EU | 11 | 05/07/1998 | 000818344 | 09/03/1999 | 000818344 | 05/07/2018 | Registered |