

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496471

<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>
ENERGY PLANNING ASSOCIATES CORP.		10/11/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INDUSTRIAL LIGHTING PRODUCTS, LLC		
<b>Street Address:</b>	519 CODISCO WAY		
<b>City:</b>	SANFORD		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32771		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4518979	PURE LED	
<b>Serial Number:</b>	85461104	ECOTERIOR	
<b>Registration Number:</b>	3949941	ONE FOR ONE	
<b>Registration Number:</b>	3949940	ONE FOR ONE	
<b>Registration Number:</b>	3903025	RITEFIT	
<b>Registration Number:</b>	3903024	RITEFIT	
<b>Registration Number:</b>	3889094	COOLED	
<b>Registration Number:</b>	3435457	COOLED	
<b>Registration Number:</b>	1990428	ENVIROBRITE	
<b>Serial Number:</b>	87127430	STERILED	
<b>Registration Number:</b>	5315218	ECOTERIOR	
<b>Registration Number:</b>	5389588	DAILITE	
<b>Registration Number:</b>	5315219	HIGHFIVE	
<b>Serial Number:</b>	87288072	OPTIMIZE	
<b>Serial Number:</b>	87288101	KELVIN	
<b>Serial Number:</b>	87491182	MODE MANUFACTURING	
<b>Serial Number:</b>	77330090	DAI LIGHT	
<b>Serial Number:</b>	77953060	OPTIMIZE	
<b>Serial Number:</b>	77953070	OPTIMIZE	
<b>TRADEMARK</b>			

OP \$540.00 4518979

Property Type	Number	Word Mark
Serial Number:	77953084	HIGHFIVE
Serial Number:	77953087	HIGHFIVE

**CORRESPONDENCE DATA**

**Fax Number:** 2027725858

*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:** 202 420-2200

**Email:** rfields@blankrome.com, jwengland@blankrome.com

**Correspondent Name:** BLANK ROME LLP

**Address Line 1:** 1825 EYE STREET, NW

**Address Line 4:** WASHINGTON, D.C. 20006

<b>NAME OF SUBMITTER:</b>	Jonathan W.S. England
<b>SIGNATURE:</b>	/Jonathan W.S. England/
<b>DATE SIGNED:</b>	11/01/2018

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is dated October 12, 2018, by and between Energy Planning Associates Corp., a Florida corporation ("Assignor") and Industrial Lighting Products, LLC, a Florida limited liability company, having an address at ("Assignee").

This Assignment is made pursuant to that certain Agreement and Bill of Sale (the "Agreement"), dated as of October 12, 2018, by and between Assignor and Assignee, concerning the sale and purchase of the Purchased Assets. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Agreement, and pursuant to the terms of the Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Transferred Intellectual Property, in the United States and all countries throughout the world, including but not limited to the trademark registrations, patents, and applications therefor set forth on the Schedule hereto, together with any and all inventions described therein and all prior patent applications filed thereon and all non-provisional applications for patent that are converted from or claim priority to said applications, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all patents in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations, other rights from administrative proceedings and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, and all revisions thereof, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, any and all rights of recovery based on past and future infringement of the Transferred Intellectual Property and the goodwill symbolized by the trademarks and service marks included in the Transferred Intellectual Property, free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever, other than Permitted Liens.

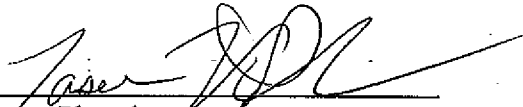
Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Transferred Intellectual Property. Assignee shall be responsible for all fees for recordation of this Assignment. Assignor agrees to cooperate fully with Assignee to accomplish such recordation.

This Assignment shall be governed by the laws of Delaware applicable therein without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Delaware.

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IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be executed this 11 day of October, 2018.

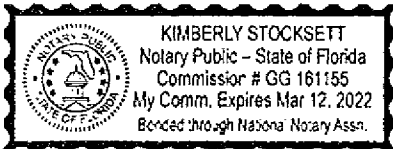
ENERGY PLANNING ASSOCIATES CORP.

By:   
Name: Jason Plourde  
Title: President and Chief Operating Officer

STATE OF Florida )  
COUNTY OF Seminole ) ss:  
)

On this 11 day of October 2018, personally before me came Jason Plourde known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.


(SEAL)



Notary Public Kim Stocksett  
Kim Stocksett

ASSIGNEE:

Industrial Lighting Products, LLC

By:   
Name: Michael P. Santoni  
Title: Vice President-Finance

[Signature Page to Intellectual Property Assignment Agreement]

## SCHEDULE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

### Patents and patent applications

<u>Title</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Serial / Reg. No.</u>
UNIVERSAL MOUNTING SYSTEM FOR A LIGHT FIXTURE	US	5/6/13	13/887,597; 9,175,839
ADJUSTABLE SUPPORT AND METHOD OF MODIFYING A FLUORESCENT LIGHT FIXTURE	US	8/1/01	09/920,429; 6,523,975
LIGHT FIXTURE COVER	US	6/8/15	29/529,455; D768,913
LED LIGHTING STRIP	US	4/12/16	29/560,908 D822,269
AN LED BOARD MOUNTING SYSTEM FOR A LIGHT FIXTURE	US	3/6/17	15/450,633
SYSTEM AND METHOD FOR CONFIGURATION AND MANUFACTURING OF RETROFIT LIGHTING FIXTURES	US	4/25/16	62/327,264
LED BOARD RAIL MOUNTING SYSTEM FOR RETROFITTING FLUORESCENT LIGHT FIXTURES	US	4/26/17	15/497,967; 10,041,631
LED BOARD RAIL ANCHOR	US	4/24/17	29/601,585
SNAP-IN LED BOARD RAIL SYSTEM FOR RETROFITTING FLUORESCENT LIGHT FIXTURES	US	3/24/17	15/468,601
LED BOARD RAIL AND CLIP	US	3/30/17	29/599,033; D819,878
RETROFIT KIT AND LIGHT ASSEMBLY FOR TROFFER LIGHTING FIXTURES	US	5/3/10	12/772886
Utility Patent Application for BOARD CLAMP FOR AN LED LIGHTING FIXTURE	US	Not filed	

Registered trademarks and applications for trademark registration

Trademark	Jurisdiction	Date Filed	Serial / Reg. No.
	US	2/13/13	4518979
ECOTERIOR	US	11/1/11	85/461104
	US	3/8/10	3949941
ONE FOR ONE	US	3/8/10	3949940
RITEFIT	US	3/11/10	3903025
	US	3/11/10	3903024
	US	3/8/10	3889094
COOLED	US	9/25/07	3435457
ENVIROBRITE	US	10/17/94	1990428
STERILED	US	8/4/16	87/127430
ECOTERIOR	US	1/3/17	5315218

DAILITE	US	1/3/17	5389588
HIGHFIVE	US	1/3/17	5315219
OPTIMIZE	US	1/3/17	87/288072
KELVIN	US	1/3/17	87/288101
<b>MODE</b> MANUFACTURING	US	6/15/17	87/491182
DAI LIGHT	US	11/15/07	77/330090
OPTIMIZE	US	3/8/10	77/953060
<b>optimize</b>	US	3/8/10	77/953070
HIGHFIVE	US	3/8/10	77/953084
<b>highfive</b>	US	3/8/10	77/953087