

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bright Light Systems, Inc.		01/11/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Phoenix Products, LLC		
Street Address:	8711 West Port Ave.		
City:	Milwaukee		
State/Country:	DELAWARE		
Postal Code:	53224		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4599052	BRIGHT LIGHT SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	TRoot@goodwinlaw.com		
Correspondent Name:	Troy Root		
Address Line 1:	620 8th Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	140157-283667		
NAME OF SUBMITTER:	Troy Root		
SIGNATURE:	/s/ Troy Root		
DATE SIGNED:	01/17/2019		
Total Attachments: 5			
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OP \$40.00 4599052

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**Assignment**”), dated as of January 11, 2019, is made by Bright Light Systems, Inc. (“**Assignor**”) and Phoenix Products, LLC (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (“**Purchase Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor’s entire right, title, and interest in and to all intellectual property assets of the Purchased Assets, including the Business Intellectual Property (collectively, the “**Purchased IP Rights**”), including:

- (a) the patents and patent applications set forth on Schedule A hereto, and all inventions described or claimed therein, and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions, and any right, title and interest Assignor may have in applications to which such patents or patent applications claim priority, all of the foregoing to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had assignment thereof not been made; and all of Assignor’s rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including the right to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee’s selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor’s entire right, title and interest therein;
- (b) the trademarks and trademark applications set forth on Schedule B hereto (including any common law rights that may exist and are associated therewith), together with the

goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives;

- (c) the copyrights and copyright applications set forth on Schedule C hereto, including, without limitation, the right to secure all registrations thereof, and all renewals and extensions of such registrations;
- (d) the domain names set forth on Schedule D hereto;
- (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Purchased IP Rights; and
- (f) any and all rights to sue and recover damages and/or profits for any and all past or present infringement, misappropriation, dilution or other violation of the Purchased IP Rights, all of the same to be held and enjoyed by Assignee for its own use and for the use of its successors or assigns as fully and entirely as the same would have been enjoyed by Assignor, if assignment thereof had not been made.

2. Assignor does hereby authorize the Director of the United States Patent and Trademark Office and the empowered officials of all other governments and authorities to record the Purchased IP Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument, and to issue or register to Assignee such patents, trademarks, copyrights and other registrations as shall be granted thereon to Assignee, its successors, assigns, or legal representatives. Assignor further hereby authorizes the current registrar of each domain name in the Purchased IP Rights to transfer the ownership and control of such domain name to Assignee.

3. Assignor agrees for itself and its successors, assigns, agents, and legal representatives to provide cooperation and assistance to Assignee and its successors, assigns and legal representatives and perform upon request any and all lawful acts (including timely executing, or causing those under its direct or indirect control to execute, any and all documents) that may be reasonably necessary to effectuate the assignment, transfer, prosecution, maintenance or enforcement of the Purchased IP Rights.

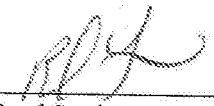
4. Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

BRIGHT LIGHT SYSTEMS, INC.,
a Delaware corporation

By: 
Name: Brad Lurie
Title: Chief Executive Officer

ASSIGNEE:

PHOENIX PRODUCTS, LLC,
a Delaware limited liability company

By: _____
Name: Scott Fredrick
Title: Chief Executive Officer

[Signature Page to IP Assignment]

TRADEMARK
REEL: 006528 FRAME: 0694

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

BRIGHT LIGHT SYSTEMS, INC.,
a Delaware corporation

By: _____
Name:
Title:

ASSIGNEE:

PHOENIX PRODUCTS, LLC,
a Delaware limited liability company

By:  _____
Name: Scott Fredrick
Title: Chief Executive Officer

Schedule B – Trademarks

Trademark	Registration No.	Registration Date	Country
Bright Light Systems	4,599,052	09/02/14	US