

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544815

<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>
WL PATENT HOLDINGS, LLC		08/31/2018	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Southwire Company, LLC		
<b>Street Address:</b>	One Southwire Drive		
<b>City:</b>	Carrollton		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30119		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1878224	WOBBLE LIGHT	
<b>Registration Number:</b>	5063416	HANG-A-LIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048538806		
<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>	404-853-8000		
<b>Email:</b>	Patentdocket@eversheds-sutherland.com		
<b>Correspondent Name:</b>	J. Johnson, Jr. EVERSHEDES SUTHERLAND		
<b>Address Line 1:</b>	999 PEACHTREE STREET NE, SUITE 2300		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	firm		
<b>NAME OF SUBMITTER:</b>	James H. Johnson, Jr		
<b>SIGNATURE:</b>	/James H. Johnson, Jr/		
<b>DATE SIGNED:</b>	10/11/2019		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 31, 2018, is made by and among PROBUILT PROFESSIONAL LIGHTING, LLC, an Illinois limited liability company (“**PPL**”), WL PATENT HOLDINGS, LLC, an Illinois limited liability company (“**WL Patent**” and, together with PPL “**Assignor**”) having a place of business at 1170 Allanson Road, Mundelein, IL 60060, and Southwire Company, LLC, a Delaware limited liability company having a place of business at One Southwire Drive, Carrollton, Georgia, 30119 (“**Assignee**”).

WHEREAS, Assignor, Assignee, ProBuilt Holding Company, LLC, an Illinois limited liability company, Robert J. Gerth Revocable Living Trust and Robert J. Gerth are parties to that certain Asset Purchase Agreement dated as of August 29, 2018 (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to purchase and assume from Assignor substantially all of the assets and certain liabilities comprising the Business, by means of a transfer of the Purchased Assets and an assumption of the Assumed Liabilities (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, under the terms of the Purchase Agreement, Assignor agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of the Assignor, and the Assignor agreed to execute and deliver this IP Assignment, for recording with the United States Copyright Office and the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, and its successors and assigns, and Assignee accepts, purchases, and assumes all of Assignor’s rights, title, and interest in and to the intellectual property set forth below (the “**Assigned IP**”):

(a) the trademark and service mark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Registered Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Registered Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business assets, or that portion of the business assets to which the trademark pertains, and that relevant business is ongoing and existing;

(b) the patents and patent applications set forth on Schedule 2 hereto (“**Patents**”), together with all corresponding counterpart patents and patent applications thereof, including, but not limited to, all continuation, divisional, continuation-in-part, continued prosecution applications, utility models, designs, and provisional applications, any patents or reissued or re-examined patents resulting from any of the foregoing in any jurisdiction and any extensions thereof, as well as the right to invoke and claim priority thereto for all jurisdictions (in each case, limited to the Assignor's entire, worldwide right, title and interest therein);

(c) the intellectual property assets (the “**Unregistered IP**”) set forth on Schedule 3 hereto, together with the goodwill of the business connected with the use of, and symbolized by, the Unregistered IP;

(d) all Intellectual Property Assets owned by Assignor and not expressly assigned to Buyer elsewhere;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Register of Copyrights, the Commissioners for Trademarks and Patents in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. 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. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signatures on following page.]

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Country or Treaty</b>	<b>Registration Number</b>
WOBBLE LIGHT	USA	1,878,224
WOBBLE LIGHT	Canada	TMA893,971
WOBBLE LIGHT	WIPO (Madrid)	821,209
HANG-A- LIGHT	USA	5,063,416
HANG-A- LIGHT	Canada	TMA993,992
WOBBLE LIGHT	Australia	RN: 997477 AN: 997477 821209

**SCHEDULE 2**

**ASSIGNED PATENTS**

<b>Issued Patents</b>			
SELF-RIGHTING LIGHT FIXTURE			
	<b>Country</b>	<b>Patent No.</b>	<b>Date of Issue</b>
	US	8,485,699 B2	7/16/2013
	China	ZL 200680051088.3	4/13/2011

<b>Pending Design Patent Applications</b>			
WOBBLE LIGHT V2/V3/Jr. DESIGN (Informal Title)			
	<b>Country</b>	<b>Appln. No.</b>	<b>Filing Date</b>
	US	29/648,816	5/24/2018
	Canada	181674	5/31/2018

## **SCHEDULE 4**

### **ASSIGNED UNREGISTERED IP**

1. Domain name – <https://www.probuiltlighting.com>
2. Common law trademarks PROBUILT, PROTORCH, CANNON, BLASTER, DOMINATOR, and PROLIGHT
3. Licenses for all off-the-shelf computer software, copyrights, patents, patent applications, confidential information, trade secrets, and trademarks, to the extent transferable to a business successor according to the terms of their respective verbal, implied, or written agreements
4. PPL's and WL Patent's trade secrets and confidential information
5. Unregistered copyrights in product packaging designs, instructions, manuals, promotional pieces and web site, and other works created by employees of or otherwise owned by PPL or WL Patent



IN WITNESS WHEREOF, the Assignor and Assignee have hereunto set their hands and the Seal of the Assignor at the date first above written.

Assignor:  
ROBERT J PROFESSIONAL LIGHTING, LLC

By: ROBERT J HOLDING COMPANY, LLC  
its sole manager

By:   
Name: Robert J. Card  
Title: Manager

WE PATIENT HOLDINGS, LLC

By: ROBERT J HOLDING COMPANY, LLC  
its sole manager

By:   
Name: Robert J. Card  
Title: Manager

Address for Notices:

Freddrich Holdings Company, LLC  
1170 Addison Road  
Mandeville, IL 60406  
Attention: Robert J. Card  
Email: rjcard@weholdings.com

STATE OF Illinois, SECRETARY OF STATE  
Signed and subscribed before me this 30 day of August 2018

  
Aarin J. N. Cook  
Treasurer Public

My Commission Expires July 5, 2019

*[Signatures omitted on the following page.]*




*[Signatures Page to Additional Property Assignment Omitted]*

*[Signatures omitted from the previous page.]*

Assignee:

SOA THUMB COMPANY, LLC

By:   
Name: Ben Peeling  
Title: Executive Vice President, General Counsel and Secretary

Address for Notices:

One Southeast Drive  
Capeville, Georgia 30119  
Attention: General Counsel

*[Signatures Page to Additional Property Assignment Omitted]*

TRADEMARK

REEL: 006769 FRAME: 0804

RECORDED: 10/11/2019