

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENESYS GLOBAL, INC.		10/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BWI TECHNOLOGY, LLC		
Street Address:	5401 E. Independence Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28212		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4124784	LIGHT. RECREATED.	
Registration Number:	4524062	GENESYS	
Registration Number:	4895665	G	
Serial Number:	88624689	GHID	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@parkerpoe.com		
Correspondent Name:	William B. Cannon		
Address Line 1:	301 Fayetteville Street, Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	33983-00001		
NAME OF SUBMITTER:	William B. Cannon		
SIGNATURE:	/William B. Cannon/		
DATE SIGNED:	12/04/2019		
Total Attachments: 8			
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OP \$115.00 4124784

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment*”), dated as of October 15, 2019 (the “*Effective Date*”), is made by **GENESYS GLOBAL, INC.**, a Delaware corporation (“*Seller*”), in favor of **BWI TECHNOLOGY, LLC**, a North Carolina limited liability company (“*Buyer*”), the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement dated as of the date hereof (the “*Asset Purchase Agreement*”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller; and

WHEREAS, Seller has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, and any other intellectual property authority or governing body throughout the world with competent jurisdiction over any of such intellectual property, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, and with the intention of being legally bound hereby, the parties hereto hereby agree as follows:

1. Trademark Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, as of the Effective Date, all of Seller’s right, title, and interest throughout the world in, to, and under the trademarks and service marks identified on Exhibit A hereto (collectively, the “*Assigned Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, including without limitation:

- (a) the trademark and service mark registrations set forth on Exhibit A hereto;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction throughout the world, including all common law rights in the Assigned Trademarks;
- (c) 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
- (d) any and all claims and causes of action with respect to any of the foregoing (whether any infringement or other activity giving rise to a claim or cause of action occurred prior to, on, or subsequent to the Effective Date of this Assignment), 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, false designation of origin, unfair competition, violation, misuse, breach, or default, with the right but no obligation to sue for legal and equitable relief and to collect, or otherwise recover, any damages or other amounts.

2. Patent Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, as of the Effective Date, all of Seller's right, title, and interest throughout the world in, to, and under the patents and patent applications identified on Exhibit B hereto (collectively, the "*Assigned Patents*") and together with the Assigned Trademarks, the "*Assigned IP*") together with:

(a) any and all applications, improvements, continuations, continuations in part, divisionals, renewals, substitutes, reissues or reexaminations thereof, foreign counterparts, and the inventions covered thereby;

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

(c) 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;

(d) all files and records relating to the prosecution, exploitation, and defense and/or enforcement of any of the foregoing; and

(e) all rights of action pertaining to the Assigned Patents, including, without limitation, the right to sue and recover for infringement thereof (whether any infringement or other activity giving rise to a claim or cause of action occurred prior to, on, or subsequent to the Effective Date of this Assignment), the right to secure registration of the Assigned Patents, the right to initiate or defend other proceedings before all government and administrative bodies with respect to the Assigned Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and/or reexamination with respect to any of the Assigned Patents.

3. Recording. Seller hereby authorizes the United States Patent and Trademark Office, the United States Copyright Office, and any other intellectual property authority or governing body throughout the world with competent jurisdiction over any of the Assigned IP, as applicable, to record and register this Assignment upon request by Buyer.

4. Further Assurances. Following the date hereof, and upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

5. Terms of the Asset Purchase Agreement. The parties hereto hereby acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and

indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

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

8. Governing Law. This 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 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 North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Buyer and Seller have duly executed and delivered this Assignment as of the Effective Date.

BUYER:

BWI TECHNOLOGY, LLC

By: 

Name: B. Scott Smith

Title: Manager

[Signature Page - Intellectual Property Assignment]

TRADEMARK
REEL: 006808 FRAME: 0412

SELLER:

GENESYS GLOBAL, INC.

By: Michael C. Litt
Name: Michael C Litt
Title: Director

[Signature Page - Intellectual Property Assignment]

Exhibit A – Assigned Trademarks


Registration/Application No.	Description of Mark
4,124,784	LIGHT. RECREATED
4,524,062	GENESYS
4,895,665	
88/624,689	GHID

Exhibit B – Assigned Patents

Registration/Application No.	Country	Title	Renewal Date	Renewal Fee
6,650,067	USA	ELECTRONIC BALLAST FOR DISCHARGE LAMPS	n/a	n/a
7,129,647	USA	ELECTRONIC BALLAST WITH PROGRAMMABLE PROCESSOR	n/a	n/a
8,692,474	USA	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	7.5 yr window opens 04/08/2021	TBD
8,947,009	USA	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	7.5 yr window opens 02/03/2022	TBD
9,338,857	USA	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	10-Nov-2019	811.00
1036	United Arab Emirates	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	02-Nov-2019	109.00
2010313134	Australia	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	02-Nov-2019	239.00
BR112012010417-9 *Abandoned Application	Brazil	ELECTRONIC BALLAST CIRCUIT FOR LAMPS		
2,782,871	Canada	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	02-Nov-2019	181.00
2,497,341	Europe	ELECTRONIC BALLAST CIRCUIT FOR LAMPS		
2,497,341	Great Britain	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	02-Nov-2019	245.00
2,497,341	Germany	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	02-Nov-2019	443.00
2,497,341	France	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	02-Nov-2019	283.00
1257/MUMNP/2012 *Published Application	India	ELECTRONIC BALLAST CIRCUIT FOR LAMPS		
180661	Singapore	ELECTRONIC BALLAST	02-Nov-	371.00

		CIRCUIT FOR LAMPS	2019	
2012/03773	South Africa	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	02-Nov-2019	37.00
101848633B1	South Korea	ELECTRONIC BALLAST CIRCUIT FOR LAMPS		
2560526	Russia	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	02-Nov-2019	121.00
318020	Mexico	CUITO DE BALASTRO ELECTRONICO PARA LAMPARAS	02-Nov-2019	586.00
1-2012-500868	Philippines	ELECTRONIC BALLAST CIRCUIT FOR LAMPS		
5777114	Japan	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	17-Jul-2019	206.00
ZL 201080060369.1 Pat.Publ. - CN102696279B	China	ELECTRONIC BALLAST CIRCUIT FOR LAMPS	02-Nov-2019	623.00
1-2012-01568 *Allowed	Vietnam			