

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LUNERA LIGHTING		06/12/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JIAXING SUPER LIGHTING ELECTRIC APPLIANCE CO., LTD.		
<b>Street Address:</b>	NO. 1288, JIACHUANG ROAD		
<b>Internal Address:</b>	XIUZHU AREA, JIAXING		
<b>City:</b>	ZHEJIANG		
<b>State/Country:</b>	CHINA		
<b>Postal Code:</b>	321403		
<b>Entity Type:</b>	Corporation: CHINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5576320	LUNERA	
<b>Registration Number:</b>	5316890	LUNERA	
<b>Registration Number:</b>	4937840	SUSAN LAMP	
<b>Registration Number:</b>	3891094	L LUNERA	
<b>Registration Number:</b>	3745418	LUNERA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159791020		
<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>	215-979-1255		
<b>Email:</b>	swapicelli@duanemorris.com		
<b>Correspondent Name:</b>	SAMUEL W. APICELLI		
<b>Address Line 1:</b>	30 S. 17TH STREET		
<b>Address Line 2:</b>	DUANE MORRIS LLP		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103-4196		
<b>ATTORNEY DOCKET NUMBER:</b>	56014-00001		
<b>NAME OF SUBMITTER:</b>	SAMUEL W. APICELLI		
<b>SIGNATURE:</b>	/SAMUEL W. APICELLI/		
<b>DATE SIGNED:</b>	12/13/2019		

CH \$140.00 5576320

**Total Attachments: 8**

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JIAXING SUPER LIGHTING ELECTRIC  
APPLIANCE CO., LTD., et al.,

Plaintiffs,

v.

LUNERA LIGHTING, INC.,

Defendant.

Case No. 18-cv-05091-EMC

**ORDER GRANTING PLAINTIFF  
JIAXING SUPER LIGHTING'S  
PETITION TO CONFIRM  
ARBITRATION AWARD**

Docket No. 53

United States District Court  
Northern District of California

Before the Court is Plaintiff Jiaxing Super Lighting Electric Appliance Company's unopposed petition to confirm a final arbitration award. Docket No. 53. The Court finds this motion suitable for disposition without oral argument pursuant to Civil Local Rule 7-1(b), **GRANTS** the petition, and **VACATES** the motion hearing scheduled for June 20, 2019.

This breach of contract action arises from a "Purchase and Development Agreement" between Plaintiff and Defendant Lunera Lighting, Inc. Docket No. 11-1 ¶ 4. Pursuant to the contract, Defendant purchased lighting products manufactured by Plaintiff. Id. ¶¶ 2-3. Toward the end of 2017, Defendant began missing payments for goods that Plaintiff had already delivered. Id. ¶ 7. On August 20, 2018, Plaintiff terminated the contract due to Defendant's failure to cure its failure to perform. On the same day, Plaintiff filed the instant lawsuit against Defendant. Docket No. 1. The parties stipulated to arbitrate their dispute before JAMS Mediation, Arbitration, and ADR Services ("JAMS") pursuant to the arbitration clause in their contract. Docket No. 26.

After a JAMS arbitrator was appointed, Defendant's counsel notified JAMS and Plaintiff that it was no longer representing Defendant. See Docket No. 53-2 (Thompson Decl.) ¶ 3. No other counsel has appeared for Defendant since. Id. On March 14, 2019, the Arbitrator conducted

1 a hearing on the breach of contract dispute at which Plaintiff presented its case. Id. ¶ 5. Despite  
2 being provided notice of the hearing, Defendant did not appear.

3 On May 14, 2019, the Arbitrator issued a final arbitration award in Plaintiff's favor.  
4 Thompson Decl., Exh. B ("Final Award"). The Arbitrator found that Defendant had breached its  
5 contract with Plaintiff by failing to make payments for goods after "acknowledg[ing] its obligation  
6 to pay." Id. ¶¶ 15–16. He issued a total aggregate award in favor of Plaintiff in the amount of  
7 \$14,452,997.01, consisting of \$13,031,891.45 in breach of contract damages, \$1,014,842.68 in  
8 prejudgment interest, \$383,264.64 in attorneys' fees, and \$22,998.24 in costs. Id. ¶¶ 25–28.  
9 Defendant was ordered to pay within 30 days of the Final Award. Id. ¶ 28.

10 On May 15, 2019, Plaintiff filed a timely petition under 9 U.S.C. § 9 to confirm the Final  
11 Award. Defendant has not filed an opposition. "Confirmation . . . converts a final arbitration  
12 award into a judgment of the court." *Ministry of Def. & Support for the Armed Forces of the*  
13 *Islamic Republic of Iran v. Cubic Def. Sys., Inc.*, 665 F.3d 1091, 1094 n.1 (9th Cir. 2011). Under  
14 the Federal Arbitration Act ("FAA"), which governs the parties' arbitration agreement, "judicial  
15 review of an arbitration award is both limited and highly deferential." *Sheet Metal Workers' Int'l*  
16 *Ass'n Local 359 v. Madison Indus., Inc.*, 84 F.3d 1186, 1190 (9th Cir. 1996). A court must grant a  
17 party's motion to confirm an arbitration award "unless the award is vacated, modified, or  
18 corrected" under one of the grounds enumerated in sections 10 and 11 of the FAA. 9 U.S.C. § 9.  
19 An arbitration award "may be vacated only if it is 'completely irrational' or 'constitutes manifest  
20 disregard of the law.'" *Comedy Club, Inc. v. Improv W. Assocs.*, 553 F.3d 1277, 1288 (9th Cir.  
21 2009) (quoting *Poweragent Inc. v. Elec. Data Sys. Corp.*, 358 F.3d 1187, 1193 (9th Cir. 2004)).

22 The arbitration agreement here provides that "[j]udgment upon the award rendered by the  
23 arbitrator(s) may be entered in any court having jurisdiction thereof." Thompson Decl., Exh. A  
24 § 12.9. Having reviewed the Final Award, the Court concludes that it is neither completely  
25 irrational nor constitutes manifest disregard of the law, and discerns no basis on which to vacate,  
26 modify, or correct the Final Award.


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Accordingly, Plaintiff's petition to confirm the Final Award is **GRANTED**. The Clerk of Court is directed to enter judgment in favor of Plaintiff and against Defendant in the amount of \$14,452,997.01.

This order disposes of Docket No.53.

**IT IS SO ORDERED.**

Dated: June 12, 2019

  
EDWARD M. CHEN  
United States District Judge

United States District Court  
Northern District of California

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):  
 After recording, return to:  
 Greenberg Traurig LLP  
 Howard Steinberg (SBN 89221)  
 1840 Century Park East, Suite 1900  
 Los Angeles, CA 90067

TEL NO: 310.586.7700 FAX NO. (optional):  
 E-MAIL ADDRESS (optional): steinbergh@gtlaw.com

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF U.S. District Court  
 STREET ADDRESS: 450 Golden Gate Avenue  
 MAILING ADDRESS: 450 Golden Gate Avenue  
 CITY AND ZIP CODE: San Francisco 94102  
 BRANCH NAME: Northern District of California

FOR RECORDER'S USE ONLY

PLAINTIFF: Jiaxing Super Lighting Electric Appliance Co., Ltd.  
 DEFENDANT: Lunera Lighting, Inc.

CASE NUMBER:  
18-cv-05091-EMC

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS  Amended

FOR COURT USE ONLY

1. The  judgment creditor  assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's Name and last known address

Lunera Lighting, Inc.  
 4935 East Hunter Ave  
 Anaheim, CA 92807

- b. Driver's license no. [last 4 digits] and state:  Unknown  
 c. Social security no. [last 4 digits]:  Unknown  
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

2.  Information on additional judgment debtors is shown on page 2.

4.  Information on additional judgment creditors is shown on page 2.

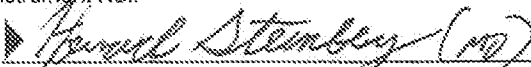
3. Judgment creditor (name and address):  
 Jiaxing Super Lighting Electric Appliance Co., Ltd.  
 No. 1288, Jiachuang Rd., Xuzhou Area  
 Zhejiang Province, China

5.  Original abstract recorded in this county:

- a. Date:  
 b. Instrument No.:

Date: 9/4/2019

Howard J. Steinberg  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
 \$ 14,452,997.01

10.  An  execution lien  attachment lien is endorsed on the judgment as follows:

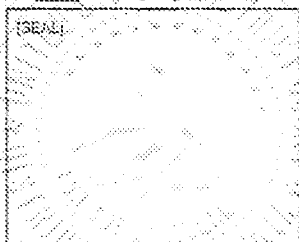
7. All judgment creditors and debtors are listed on this abstract.

- a. Amount \$  
 b. In favor of (name and address):

8. a. Judgment entered on (date): 6/12/2019  
 b. Renewal entered on (date):

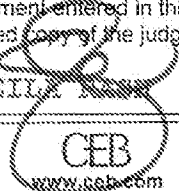
9.  This judgment is an installment judgment.

11. A stay of enforcement has  
 a.  not been ordered by the court.  
 b.  been ordered by the court effective until (date):  
 12. a.  I certify that this is a true and correct abstract of the judgment entered in this action.  
 b.  A certified copy of the judgment is attached.



This abstract issued on (date):  
 SEP 4 2019

Clerk, by SHEILA [Signature], Deputy



PLAINTIFF: Jiaying Super Lighting Electric Appliance Co., Ltd.  
DEFENDANT: Lunera Lighting, Inc.

COURT CASE NO.:  
18-cv-05091-EMC

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15.  Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address  
[ ]  
[ ]

17. Name and last known address  
[ ]  
[ ]

Driver's license no. [last 4 digits] and state:  Unknown  
Social security no. [last 4 digits]:  Unknown

Driver's license no. [last 4 digits] and state:  Unknown  
Social security no. [last 4 digits]:  Unknown

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

18. Name and last known address  
[ ]  
[ ]

19. Name and last known address  
[ ]  
[ ]

Driver's license no. [last 4 digits] and state:  Unknown  
Social security no. [last 4 digits]:  Unknown

Driver's license no. [last 4 digits] and state:  Unknown  
Social security no. [last 4 digits]:  Unknown

Summons was personally served at or mailed to (address):


Summons was personally served at or mailed to (address):

20.  Continued on Attachment 20.

條件: OWNER 為 LUNERA

檢索結果: 六件仍有效 (LIVE) / 五件有轉讓記錄; 第一件 88327663 跟 LUNERA 實質無關


Table 1:

Serial Number	Reg. Number	Word Mark	Owner	Live/Dead	IC	FIRST USE	
87056099	5576320	LUNERA (STANDARD CHARACTER MARK)	Lunera Lighting, Inc.	LIVE	009 (G)	20160424	LUNERA
					036 (G)	20160229	
					037 (S)	20160229	
					042 (S)	20160424	
87404821	5316890	LUNERA (STANDARD CHARACTER MARK)	Lunera Lighting, Inc.	LIVE	011 (S)	20131231	LUNERA
					037 (S)	20091031	
77819487	3891094	L LUNERA (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)	Lunera Lighting, Inc.	LIVE	011 (G)	20091109	
					042 (S)	20091109	
77978501	3745418	LUNERA (STANDARD CHARACTER MARK)	Lunera Lighting, Inc.	LIVE	011 (G)	20091125	LUNERA
86489875	4937840	SUSAN LAMP (STANDARD CHARACTER MARK)	Lunera Lighting, Inc.	LIVE	011 (G)	20160101	SUSAN LAMP

註: 黃底標示之 serial numbers 為有轉讓紀錄

Table 2:

\*\*粗體字 Assignee 代表尚沒有轉讓回 LUNERA 的記錄

Serial Number	Assignee	Assignment	Conveyance	Exec Date	Recorded Date	
87056099	<b>OPUS BANK</b>	#1	SECURITY INTEREST	20170221	20170224	LUNERA
	<b>SILICON VALLEY BANK</b>	#2	SECURITY INTEREST	20170426	20170427	
	<b>MONTAGE CAPITAL II, L.P.</b>	#3	SECURITY INTEREST	20170428	20170428	
	LUNERA LIGHTING, INC.	#4	RELEASE BY SECURED PARTY (MONTAGE CAPITAL II, L.P.)	20190108	20190108	
77819487	SQUARE 1 BANK	#1	SECURITY AGREEMENT	20100420	20100420	
	AGILITY CAPITAL II, LLC	#2	SECURITY INTEREST	20120731	20120801	
	OPUS BANK	#3	SECURITY INTEREST	20130320	20130322	
	OPUS BANK	#4	SECURITY INTEREST	20140402	20140409	
	OPUS BANK	#5	SECURITY INTEREST	20170221	20170224	



	<b>SILICON VALLEY BANK</b>	#6	SECURITY INTEREST	20170426	20170427	
	LUNERA LIGHTING, INC.	#7	RELEASE BY SECURED PARTY (PACIFIC WESTERN BANK, AS SUCCESSOR IN INTEREST TO SQUARE 1 BANK)	20170426	20170428	
	LUNERA LIGHTING, INC.	#8	RELEASE BY SECURED PARTY (AGILITY CAPITAL II, LLC)	20170428	20170428	
	MONTAGE CAPITAL II, L.P.	#9	SECURITY INTEREST	20170428	20170428	
	LUNERA LIGHTING, INC.	#10	RELEASE BY SECURED PARTY (MONTAGE CAPITAL II, L.P.)	20190108	20190108	
	LUNERA LIGHTING, INC.	#11	RELEASE BY SECURED PARTY (OPUS BANK)	20190124	20190125	
77978501	SQUARE 1 BANK	#1	SECURITY AGREEMENT	20100420	20100420	LUNERA
	AGILITY CAPITAL II, LLC	#2	SECURITY INTEREST	20120731	20120801	
	OPUS BANK	#3	SECURITY INTEREST	20130320	20130322	
	OPUS BANK	#4	SECURITY INTEREST	20150227	20150318	
	OPUS BANK	#5	SECURITY INTEREST	20170221	20170224	
	<b>SILICON VALLEY BANK</b>	#6	SECURITY INTEREST	20170426	20170427	
	LUNERA LIGHTING, INC.	#7	RELEASE BY SECURED PARTY (PACIFIC WESTERN BANK, AS SUCCESSOR IN INTEREST TO SQUARE 1 BANK)	20170426	20170428	
	LUNERA LIGHTING, INC.	#8	RELEASE BY SECURED PARTY (AGILITY CAPITAL II, LLC)	20170428	20170428	

	MONTAGE CAPITAL II, L.P.	#9	SECURITY INTEREST	20170428	20170428	
	LUNERA LIGHTING, INC.	#10	RELEASE BY SECURED PARTY (MONTAGE CAPITAL II, L.P.)	20190108	20190108	
	LUNERA LIGHTING, INC.	#11	RELEASE BY SECURED PARTY (OPUS BANK)	20190124	20190125	
87404821	<b>SILICON VALLEY BANK</b>	#1	SECURITY INTEREST	20170426	20170427	<b>LUNERA</b>
	<b>OPUS BANK</b>	#1	SECURITY INTEREST	20150227	20150318	
	<b>SILICON VALLEY BANK</b>	#2	SECURITY INTEREST	20170426	20170427	
	MONTAGE CAPITAL II, L.P.	#3	SECURITY INTEREST	20170428	20170428	
86489875	LUNERA LIGHTING, INC.	#4	RELEASE BY SECURED PARTY (MONTAGE CAPITAL II, L.P.)	20190108	20190108	