TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM556675

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LF Illumination LLC	FORMERLY aka LF Illumination	11/25/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	LF ILLUMINATION LLC	
Street Address:	9200 Deering Avenue	
City:	Chatsworth	
State/Country:	CALIFORNIA	
Postal Code:	91311	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	86075987	LF ILLUMINATION	
Serial Number:	87783874	GLOWSTX	

CORRESPONDENCE DATA

Fax Number: 6124927077

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: 6124927000

Email: plarson@fredlaw.com

Patricia A. Larson, Senior Paralegal **Correspondent Name:**

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: 200 S. Sixth Street, Suite 4000 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	01/09/2020

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made and entered into effective as of November 25, 2019, by and between LF Illumination, a California limited liability company with an address at 9200 Deering Avenue, Chatsworth, CA 91311 ("<u>Assignor</u>"), and LF Illumination LLC, a Delaware limited liability company with an address at 9200 Deering Avenue, Chatsworth, CA 91311 ("Assignee").

Assignor and Assignee are parties to the IP Assignment Agreement dated as of the same date hereof (the "IP Assignment Agreement"), whereby Assignor has agreed to assign the trademarks and trademark registrations set forth on Attachment A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
 - a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Attachment A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Attachment A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - b) 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;
 - 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 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, 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 Commissioner for Trademarks 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 Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request Assignor shall take such steps and actions, and provide such cooperation and assistance

[Trademark Assignment]

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 necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto. Assignee agrees and acknowledges that to the best of its knowledge the recordal of this Assignment will not cause confusion amongst the public.

- 3. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

[Trademark Assignment]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assignor:

LF Illumination LLC, a California limited

liability company

Name: Jack Zukerman

Its: Vanager

[Signature Page of Trademark Assignment]

ATTACHMENT A TO TRADEMARK ASSIGNMENT

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State
LF ILLUMINATION	SN: 86075987	September 26, 2013	September 26, 2013	U.S.
GLOWSTX	SN: 87783874	February 5, 2018	February 5, 2018	U.S.

[Signature Page of Trademark Assignment]

RECORDED: 01/09/2020