

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lilibrand LLC		02/11/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Ecosense Lighting, Inc.		
Street Address:	837 North Spring St.,		
Internal Address:	Suite 103		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90012		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87803780	LIGHTCORE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	9198003226		
<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:	919-522-0312		
Email:	jaybrownlaw@gmail.com		
Correspondent Name:	JAY BROWN LAW FIRM, Attn: Jay M. Brown		
Address Line 1:	1135 Kildaire Farm Rd.		
Address Line 2:	Suite 200		
Address Line 4:	Cary, NORTH CAROLINA 27511		
NAME OF SUBMITTER:	Jay M. Brown		
SIGNATURE:	/Jay M. Brown/		
DATE SIGNED:	06/22/2020		
Total Attachments: 13			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") dated as of February 11, 2020, is made by and between Lilibrand LLC, a New York limited liability company ("Assignor"), and Ecosense Lighting, Inc. a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor has entered into an Asset Purchase Agreement, dated as of the date hereof ("Asset Purchase Agreement"), pursuant to which, upon the terms and subject to the conditions set forth therein, among other things, Assignor shall sell and Assignee shall purchase the Assets, as specified in the Asset Purchase Agreement at the Closing and as of the Closing Date.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants contained herein and in the Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. General Assignment. In accordance with the terms of the Asset Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and agrees to deliver to Assignee effective as of the Closing Date:

a. all right, title and interest in and to, and rights, duties and obligations under, the Assigned Contracts and Assumed Liabilities;

b. all right, title and interest to the Seller Owned Intellectual Property, including without limitation, any part, component, aspect, element and right thereof;

c. the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Seller Owned Intellectual Property, and to sue or otherwise enforce, and continue any suit or other enforcement, for any infringement occurring before or after the Closing Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Closing Date; and

d. the exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to any Seller Owned Intellectual Property, including without limitation any Seller Owned Intellectual Property conceived, developed or reduced to practice prior to the Closing Date solely by individuals who were employees or consultants of Assignor (in each case, in their capacities as such)(such provisions in Section 1(a) through (d), the "Assignment").

2. Assumption. In accordance with the terms of the Asset Purchase Agreement, the undersigned Assignee hereby accepts the Assignment and agrees to completely and timely

perform all obligations on the part of Assignor under or in relation to the Assigned Contracts, if any, and further agrees to be liable for, perform, pay and discharge any and all of the Assumed Liabilities, if any, from and after the Closing Date.

3. Domain Names. In furtherance of the Assignment in Section 1 above, Assignor represents and warrants to Assignee that Schedule A lists all domain names owned by Assignor and hereby irrevocably transfers, conveys, sells and assigns to Assignee all of Assignor's right, title and interest, everywhere in the world, in and to the domain names listed on Schedule A hereto, and all subdomains thereunder, and all applications and registrations related thereto, and any and all related or similar domain names, along with all associated applications, registrations and goodwill (the "Transferred Domains"). Assignor agrees not to register, attempt to register, obtain, or use any domain name, similar to the Transferred Domains anywhere in the world and Assignor shall not take any action to prevent or otherwise interfere with Assignee's or its licensees' or successors' use of the Transferred Domains, and hereby covenants not to sue or otherwise assert against Assignee under any trademark or other proprietary rights Assignor has in the Transferred Domains.

4. Patents. In furtherance of the Assignment in Section 1 above, Assignor irrevocably transfers, conveys, sells and assigns all of Assignor's right, title and interest, everywhere in the world, in and to the Patents listed on Schedule B hereto, including, but not limited to, any continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations, extensions and renewals thereof, together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements or treaties, to Assignee. Assignor agrees to deliver to Assignee accurate copies of all material correspondence in Assignor's possession or its counsel's possession relating to ownership, filing, prosecution, infringement, validity, or enforceability of, the Patents, to the extent such has not already been delivered. Assignor hereby authorizes and requests the Commissioner of the United States Trademark and Patent Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Patents. Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

5. Trademarks. In furtherance of the Assignment in Section 1 above, Assignor hereby irrevocably transfers, conveys, sells and assigns all of Assignor's right, title and interest, everywhere in the world, in and to the Marks listed on Schedule C hereto to Assignee, together with the goodwill of the business in connection with and symbolized by the Marks, and pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Assignor to which the Marks pertain, which business is ongoing and existing, and all rights to sue (including filing and prosecuting opposition, cancellation and other similar proceedings) and for recovery, damages and profits due or accrued, arising out of or in connection with, any and all past, present and future infringements or dilution of or damage or injury to the Trademarks or such associated goodwill, if any. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world. Assignor hereby authorizes and requests the Commissioner of the United States Trademark and Patent Office, and the corresponding entity or agency in any applicable foreign country, to record

Assignee as assignee and owner of the Marks. Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

6. Copyrights. In furtherance of the Assignment in Section 1 above, Assignor hereby irrevocably transfers, conveys, sells and assigns all of Assignor's right, title and interest, everywhere in the world, in and to the Copyrights listed on Schedule D hereto to Assignee, including without limitation, all source code, programmers' documentation, internal and external specifications, as well as all derivative works and modifications thereof. Assignor hereby waives any and all moral rights claims associated with the Copyrights, including, but not limited to, the right to be known as the author, the right to object to any alterations to a work, the right to prevent others from being named as the author of a work, the right to prevent others from falsely attributing to one the authorship of work that one has not in fact written, the right to prevent others from making changes in a work, the right to withdraw a published work from distribution and the right to prevent others from using a work or in the author's name in such a way as to reflect on the author's professional standing.

7. Miscellaneous.

a. Definitions. Capitalized terms used but not defined herein shall be defined as set forth in the Asset Purchase Agreement.

b. Power of Attorney. Assignor irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and in Assignor's behalf and stead to execute and file any documents necessary to perfect the assignment to Assignee of the Seller Owned Intellectual Property and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, trademark or copyright registrations thereon with the same legal force and effect as if executed by or on behalf of Assignor.

c. Further Assurances. Assignor hereby covenants that, from time to time after the delivery of this Agreement, at Assignee's reasonable request, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, conveyances, transfers, assignments, powers of attorney and assurances as Assignee may reasonably require to convey, transfer to and vest in Assignee, and to put Assignee in possession of, any of the Assigned Contracts, Assumed Liabilities and Seller Owned Intellectual Property.

d. No Modification. Nothing contained in this Agreement is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor, Assignee or any other party under the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any

rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

f. Counterparts. This Agreement may be executed in two or more counterparts and by facsimile and other electronic means including .pdf, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

g. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the fullest extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

h. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.** Any disputes or claims arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in Wilmington, Delaware, and appropriate appellate courts therefrom. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. This consent to jurisdiction is being given solely for purposes of this Agreement and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a party to this Agreement may become involved. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action, or proceeding of the nature specified in this Section 7(h)) by the mailing of a copy thereof in the manner specified by the provisions of Section 12.2 of the Asset Purchase Agreement. **EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.**

8. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party hereto has duly executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

LILIBRAND LLC

By: _____
Name: Ariel Meir
Title: Operating Manager

ASSIGNEE:

ECOSENSE LIGHTING, INC.

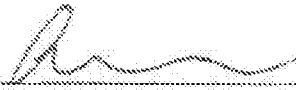
By: ^{DocuSigned by:} *Steve Galsonini* _____
Name: _____
Title: President

{Signature Page to Assignment and Assumption Agreement}

IN WITNESS WHEREOF, each party hereto has duly executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

LILIBRAND LLC

By: 

Name: Ariel Meir

Title: Operating Manager

ASSIGNEE:

ECOSENSE LIGHTING, INC.

By: _____

Name: _____

Title: _____

[Signature Page to Assignment and Assumption Agreement]

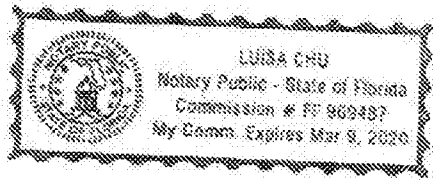
STATE OF Florida)
) SS:
COUNTY OF Miami Dade)

On Feb. 5, 2020, before me, Arcel Mein
personally appeared _____, who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

[Signature]





SCHEDULE B

PATENTS

Name	Owner	Jurisdiction	Status	Application No.	Filing Date	Patent No.
FLEXIBLE STRIP LIGHTING APPARATUS AND METHODS	LiliBrand LLC	US	Granted	14/967125	12/11/15	10030828
FLEXIBLE STRIP LIGHTING APPARATUS AND METHODS	LiliBrand LLC	US	Granted	14/523392	10/24/14	9976710
FLEXIBLE STRIP LIGHTING APPARATUS AND METHODS	LiliBrand LLC	US	Granted	16/004625	6/11/18	10228099
FLEXIBLE STRIP LIGHTING APPARATUS AND METHODS	LiliBrand LLC	US	Granted	16/004936	6/11/18	10378705
FLEXIBLE STRIP LIGHTING APPARATUS AND METHODS	LiliBrand LLC	US	Pending	16/537863	8/12/19	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LIGHTING SYSTEM WITH LENS ASSEMBLY	LiliBrand LLC	US	Granted	15/453842	3/8/17	10132476
LIGHTING SYSTEM WITH LENS ASSEMBLY	LiliBrand LLC	US	Pending	15/453848	3/8/17	
LIGHTING SYSTEM WITH LENS ASSEMBLY	LiliBrand LLC	US	Pending	16/161221	10/16/18	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]						
LIGHTING SYSTEMS WITH HIGH COLOR RENDERING INDEX AND UNIFORM PLANAR ILLUMINATION	LiliBrand LLC	US	Pending	16/480867	7/25/19	
LIGHTING SYSTEMS AND DEVICES WITH CENTRAL SILICONE MODULE	LiliBrand LLC	US	Pending	16/400854	5/1/19	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SYSTEMS INCLUDING AN LED AND A LIGHT GUIDE	LiliBrand LLC	US	Pending	16/509200	7/11/19	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LED STRIP WHICH COMPLY WITH HIGH VOLTAGE AC DRIVING POWER	LiliBrand LLC	US	Pending	16/717883	12/17/19	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FIXTURES AND LIGHTING ACCESSORIES FOR LIGHTING DEVICES	LiliBrand LLC	US	Pending	16/726699	12/27/19	

SCHEDULE C

MARKS

Name	Owner	Jurisdiction	Status	Application No.	Filing Date
LIGHTCORE TECHNOLOGY (BLOCK)	LifiBrand LLC	US	Allowed	87/803780	02/20/18



STATE OF)
) SS:
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
