

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/31/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAZLOC INDUSTRIES LLC		07/31/2020	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	LIGHTING INNOVATIONS, INC.		
Street Address:	1712 PIONEER AVE., STE. 120		
City:	CHEYENNE		
State/Country:	WYOMING		
Postal Code:	82001		
Entity Type:	Corporation: WYOMING		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1701651	AEROLUX	
Registration Number:	0904192	CRAFT LITE	
Registration Number:	2374395	MINILUX	
Registration Number:	2183818	PARAMYD	
Registration Number:	4791791	STARDUSTER	
Registration Number:	2183821	TECHNISEAL	
Registration Number:	2183819	VANDALUME	
CORRESPONDENCE DATA			
Fax Number:	2485940610		
<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:	2485940641		
Email:	lcallaghan@fishstewip.com, tmdocketing@fishstewip.com		
Correspondent Name:	FISHMAN STEWART PLLC		
Address Line 1:	800 Tower Drive, Ste. 610		
Address Line 4:	TROY, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	67791-0999		
NAME OF SUBMITTER:	Linda Monge Callaghan		

OP \$190.00 1701651

SIGNATURE:	/Linda Monge Callaghan/
DATE SIGNED:	08/28/2020
Total Attachments: 10 source=R1780862#page1.tif source=R1780862#page2.tif source=R1780862#page3.tif source=R1780862#page4.tif source=R1780862#page5.tif source=R1780862#page6.tif source=R1780862#page7.tif source=R1780862#page8.tif source=R1780862#page9.tif source=R1780862#page10.tif	

ARTICLES OF MERGER

OF

LIGHTING INNOVATIONS, INC. *Q.S. 1994-270505*
(a Wyoming Corporation)

AND

HAZLOC INDUSTRIES LLC *Q.S. 2017-839753*
(a Wyoming Limited Liability Company)

In accordance with Article 11 of the Wyoming Business Corporation Act, the undersigned, Bruce Bukas, being the President of Lighting Innovations, Inc. d/b/a FC Lighting, Inc. ("FCL"), a Wyoming corporation, DOES HEREBY CERTIFY as follows:

1. The name and state of incorporation of each of the constituent corporations are Lighting Innovations, Inc., a Wyoming corporation, and Hazloc Industries LLC ("Hazloc"), a Wyoming limited liability company;
2. A Plan and Agreement of Merger, attached hereto as Exhibit "A", has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Article 11 of the Wyoming Business Corporation Act pursuant to which shareholder approval was not required;
3. The name of the surviving corporation is Lighting Innovations, Inc.;
4. The surviving corporation, FCL, will be a Wyoming corporation and its Articles of Incorporation as currently filed with the Secretary of State of the State of Wyoming shall be the Articles of Incorporation of the surviving corporation;
5. The executed Plan and Agreement of Merger is on file at the principal place of business of the surviving corporation, 1712 Pioneer Ave., Suite 120, Cheyenne, WY 82001;
6. A copy of the Plan and Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any shareholder or member of either constituent entity;
7. The participation of Hazloc was duly authorized as required by the organic law of that limited liability company; and
8. This certificate shall become effective at 5:00 p.m. CST on July 31, 2020. *7/31/20 (B)*

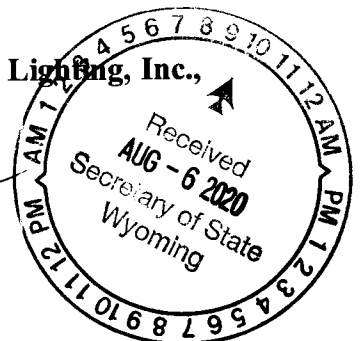
IN WITNESS WHEREOF, the undersigned has signed his name and affirmed that this instrument is in the act and deed of the corporation and that the statements herein are true, under penalties of perjury, this July 29, 2020.

Lighting Innovations, Inc. d/b/a FC Lighting, Inc.,
a Wyoming corporation

By: 

Name: Bruce T. Bukas

Title: PRESIDENT



PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Plan") by and between Lighting Innovations, Inc. d/b/a FC Lighting, Inc., a Wyoming corporation ("FCL") and Hazloc Industries LLC, a Wyoming limited liability company ("Hazloc") is hereby entered into effective as of the "Effective Time of the Merger" (as defined below). (FCL and Hazloc are together referred to herein as the "Parties" and each individually, a "Party".)

WITNESSETH:

WHEREAS, FCL is a Wyoming corporation organized pursuant to the laws of the State of Wyoming and governed by the laws of the State of Wyoming, with its principal place of business at 1712 Pioneer Ave., Suite 120, Cheyenne, WY 82001;

WHEREAS, Hazloc is a manager-managed limited liability company organized pursuant to the laws of the State of Wyoming and governed by the laws of the State of Wyoming, with its principal place of business located at 3609 Swenson Ave., St. Charles, IL 60174;

WHEREAS, the Shareholder of FCL and the Member of Hazloc are identical, and own the same percentage ownership in each entity;

WHEREAS, the Parties deem it fair and equitable to and in the best interest of all parties that Hazloc be merged with and into FCL, with FCL being the surviving entity ("Merger"), and each Party has duly approved this Plan and authorized its execution and delivery.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying same into effect:

1. The Merger. As of the Effective Time of the Merger (as defined immediately below), in accordance with the terms of this Plan, Hazloc will be merged with and into FCL with FCL surviving the Merger and continuing in existence, with its principal place of business at 1712 Pioneer Ave., Suite 120, Cheyenne, WY 82001.
2. Effective Time of the Merger. The Merger shall become effective, subject to the terms and conditions of this Plan, at ST CHARLES IL on July 31, 2020 (the "Effective Time of the Merger"), so long as the following actions shall have in all respects been completed:
 - (a) This Plan of Merger shall have been approved by the required directors, officers managers, member, and owners of each of the Parties in accordance with the requirements of the organic law of the Parties' states of incorporation and organization; and
 - (b) Articles of Merger have been executed and filed in the office of the Wyoming Secretary of State.

3. Articles of Incorporation, By-Laws, Directors, and Officers.

(a) The Articles of Incorporation of FCL as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of FCL from and after the Effective Time of the Merger until further amended.

(b) The By-Laws of FCL as in effect immediately prior to the Effective Time of the Merger shall be the By-Laws of FCL from and after the Effective Time of the Merger until further amended.

(c) The directors and officers of FCL serving in such capacity as of the Effective Time of the Merger shall continue to hold such positions and shall serve in such capacity until his or her resignation, removal or other expiration of term.

4. Manner and Basis of Converting Securities.

(a) At the Effective Time of the Merger:

(i) Hazloc shall merge with and into FCL;

(ii) All Units of membership interest outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, be canceled. As the Shareholder and Member of the Parties are identical, and the ownership percentages identical, no shares shall be issued to the former Member of Hazloc; and

(b) From and after the Effective Time of the Merger, the holders of certificates representing membership interests of Hazloc shall cease to have any rights with respect to such certificates.

(c) Each share of stock of FCL, common or preferred, issued and outstanding before the Effective Time of the Merger shall remain issued and outstanding and shall not be affected by the Merger.

5. Surrender and Exchange of Certificates Representing Outstanding Membership Interests of Hazloc. As soon as practicable after the Effective Time of the Merger, any and all certificates representing outstanding membership interests of Hazloc shall be surrendered to FCL.

6. Certain Effects of the Merger. The separate existence and the corporate organization of Hazloc shall cease at the Effective Time of the Merger except insofar as it may be continued by law, and thereupon Hazloc and FCL shall be a single corporation. At the Effective Time of the Merger, FCL shall thereupon and thereafter possess all rights, privileges, powers and franchises, both public and private in nature, and all the property, real, personal and mixed, and all debts due on whatever account, including, subscriptions for shares, and all other things in action or belonging to Hazloc shall be vested in FCL, and all property, rights, privileges, powers and franchises, and every other interest shall be thereafter the property of FCL. All rights of creditors and all liens upon any property of Hazloc shall be preserved unimpaired, and all debts,

liabilities, and duties of Hazloc shall attach to FCL and may be enforced against it to the same extent as if those debts, liabilities, and duties had been incurred or contracted by it.

7. General Provisions.

(a) *Interpretation.* When a reference is made in this Plan to sections, such reference to be a section to the Plan unless otherwise indicated.

(b) *Assignment; Parties in Interest.* This Plan shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and assigns, but shall not be assigned by the Parties hereto, by operation of law or otherwise, without the prior written consent of the other Party.

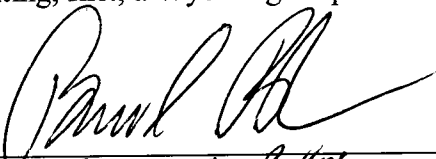
(c) *Entire Agreement.* This Plan constitutes the entire agreement of the respective Parties relating to the transactions contemplated hereunder, and there are no agreements or commitments with respect to any such transaction except as set forth herein.

(d) *Captions and Counterparts.* The captions in the Plan are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provisions of this Plan. This Plan may be executed in several counterparts, each of which shall constitute one in the same instrument.

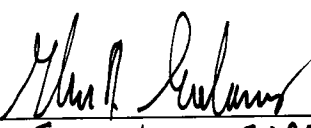
(e) *Governing Law.* This Plan shall be construed and interpreted in accordance with the laws of the State of Wyoming without regard to the conflicts of laws rules.

IN WITNESS WHEREOF, each of the Parties have caused this Plan and Agreement of Merger to be executed as of the date first written above.

LIGHTING INNOVATIONS, INC. d/b/a FC
Lighting, Inc., a Wyoming corporation

By: 
Name: Bruce J. Bales
Title: PRESIDENT

HAZLOC INDUSTRIES LLC,
a Wyoming limited liability company

By: 
Name: GLENN D. GARBOWIK
Title: PRESIDENT

ARTICLES OF MERGER
OF
LIGHTING INNOVATIONS, INC. *Q.S. 1994-270505*
(a Wyoming Corporation)

AND
SOLID STATE LUMINAIRES, LLC *Q.S. 105*
(an Illinois Limited Liability Company)

In accordance with Article 11 of the Wyoming Business Corporation Act, the undersigned, Bruce Bukas, being the President of Lighting Innovations, Inc. d/b/a FC Lighting, Inc. ("FCL"), a Wyoming corporation, DOES HEREBY CERTIFY as follows:

1. The name and state of incorporation of each of the constituent corporations are Lighting Innovations Inc., a Wyoming corporation, and Solid State Luminaires ("SSL"), an Illinois limited liability company;

2. A Plan and Agreement of Merger, attached hereto as Exhibit "A", has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Article 11 of the Wyoming Business Corporation Act pursuant to which shareholder approval was not required;

3. The name of the surviving corporation is Lighting Innovations Inc.;

4. The surviving corporation, FCL, will be a Wyoming corporation and its Articles of Incorporation as currently filed with the Secretary of State of the State of Wyoming shall be the Articles of Incorporation of the surviving corporation;

5. The executed Plan and Agreement of Merger is on file at the principal place of business of the surviving corporation, 1712 Pioneer Ave., Suite 120, Cheyenne, WY 82001;

6. A copy of the Plan and Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any shareholder or member of either constituent entity;

7. The participation of SSL was duly authorized as required by the organic law of that foreign limited liability company; and

8. This certificate shall become effective at 5:00 p.m. CST on July 31, 2020.

IN WITNESS WHEREOF, the undersigned has signed his name and affirmed that this instrument is in the act and deed of the corporation and that the statements herein are true, under penalties of perjury, this July 29, 2020.

Lighting Innovations, Inc. d/b/a FC Lighting, Inc.,
a Wyoming corporation

By: 

Name: Bruce T. Bukas

Title: PRESIDENT

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Plan") by and between Lighting Innovations, Inc. d/b/a FC Lighting, Inc., a Wyoming corporation ("FCL") and Solid State Luminaires, LLC, an Illinois limited liability company ("SSL") is hereby entered into effective as of the "Effective Time of the Merger" (as defined below). (FCL and SSL are together referred to herein as the "Parties" and each individually, a "Party".)

WITNESSETH:

WHEREAS, FCL is a Wyoming corporation organized pursuant to the laws of the State of Wyoming and governed by the laws of the State of Wyoming, with its principal place of business at 1712 Pioneer Ave., Suite 120, Cheyenne, WY 82001;

WHEREAS, SSL is a manager-managed limited liability company organized pursuant to the laws of the State of Illinois and governed by the laws of the State of Illinois, with its principal place of business located at 3609 Swenson Ave., St. Charles, IL 60174;

WHEREAS, the Shareholder of FCL and the Member of SSL are identical, and own the same percentage ownership in each entity;

WHEREAS, the Parties deem it fair and equitable to and in the best interest of all parties that SSL be merged with and into FCL, with FCL being the surviving entity ("Merger"), and each Party has duly approved this Plan and authorized its execution and delivery.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying same into effect:

1. The Merger. As of the Effective Time of the Merger (as defined immediately below), in accordance with the terms of this Plan, SSL will be merged with and into FCL with FCL surviving the Merger and continuing in existence, with its principal place of business at 1712 Pioneer Ave., Suite 120, Cheyenne, WY 82001.
2. Effective Time of the Merger. The Merger shall become effective, subject to the terms and conditions of this Plan, at ST Charles on July 31, 2020 (the "Effective Time of the Merger"), so long as the following actions shall have in all respects been completed:
 - (a) This Plan of Merger shall have been approved by the required directors, officers managers, member, and owners of each of the Parties in accordance with the requirements of the organic law of the Parties' states of incorporation and organization;
 - (b) Articles of Merger have been executed and filed in the office of the Illinois Secretary of State; and,

(c) Articles of Merger have been executed and filed in the office of the Wyoming Secretary of State.

3. Articles of Incorporation, By-Laws, Directors, and Officers.

(a) The Articles of Incorporation of FCL as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of FCL from and after the Effective Time of the Merger until further amended.

(b) The By-Laws of FCL as in effect immediately prior to the Effective Time of the Merger shall be the By-Laws of FCL from and after the Effective Time of the Merger until further amended.

(c) The directors and officers of FCL serving in such capacity as of the Effective Time of the Merger shall continue to hold such positions and shall serve in such capacity until his or her resignation, removal or other expiration of term.

4. Manner and Basis of Converting Securities.

(a) At the Effective Time of the Merger:

(i) SSL shall merge with and into FCL;

(ii) All Units of membership interest outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, be canceled. As the Shareholder and Member of the Parties are identical, and the ownership percentages identical, no shares shall be issued to the former Member of SSL; and

(b) From and after the Effective Time of the Merger, the holders of certificates representing membership interests of SSL shall cease to have any rights with respect to such certificates.

(c) Each share of stock of FCL, common or preferred, issued and outstanding before the Effective Time of the Merger shall remain issued and outstanding and shall not be affected by the Merger.

5. Surrender and Exchange of Certificates Representing Outstanding Membership Interests of SSL. As soon as practicable after the Effective Time of the Merger, any and all certificates representing outstanding membership interests of SSL shall be surrendered to FCL.

6. Certain Effects of the Merger. The separate existence and the corporate organization of SSL shall cease at the Effective Time of the Merger except insofar as it may be continued by law, and thereupon SSL and FCL shall be a single corporation. At the Effective Time of the Merger, FCL shall thereupon and thereafter possess all rights, privileges, powers and franchises, both public and private in nature, and all the property, real, personal and mixed, and all debts due on whatever account, including, subscriptions for shares, and all other things in action or belonging to SSL shall be vested in FCL, and all property, rights, privileges, powers and

franchises, and every other interest shall be thereafter the property of FCL. All rights of creditors and all liens upon any property of SSL shall be preserved unimpaired, and all debts, liabilities, and duties of SSL shall attach to FCL and may be enforced against it to the same extent as if those debts, liabilities, and duties had been incurred or contracted by it.

7. General Provisions.

(a) *Interpretation.* When a reference is made in this Plan to sections, such reference to be a section to the Plan unless otherwise indicated.

(b) *Assignment; Parties in Interest.* This Plan shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and assigns, but shall not be assigned by the Parties hereto, by operation of law or otherwise, without the prior written consent of the other Party.

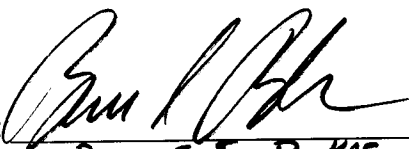
(c) *Entire Agreement.* This Plan constitutes the entire agreement of the respective Parties relating to the transactions contemplated hereunder, and there are no agreements or commitments with respect to any such transaction except as set forth herein.

(d) *Captions and Counterparts.* The captions in the Plan are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provisions of this Plan. This Plan may be executed in several counterparts, each of which shall constitute one in the same instrument.


(e) *Governing Law.* This Plan shall be construed and interpreted in accordance with the laws of the State of Wyoming without regard to the conflicts of laws rules.

IN WITNESS WHEREOF, each of the Parties have caused this Plan and Agreement of Merger to be executed as of the date first written above.

LIGHTING INNOVATIONS, INC. d/b/a FC
Lighting, Inc., a Wyoming corporation

By: 
Name: BRUCE J. BUKAS
Title: PRESIDENT

SOLID STATE LUMINAIRES, LLC,
an Illinois limited liability company

By: 
Name: BRUCE J. BUKAS
Title: PRESIDENT



Business Division
Wyoming Secretary of State's Office
State Capitol Building, 200 West 24th Street
Cheyenne, WY 82002-0020
Ph. 307.777.7311
Fax 307.777.5339
Email: business@wyo.gov

Merger

Consolidation

The following amendment ID labels represent each entity in the amendment indicated above.

WY Secretary of State
FILED: 08/11/2020 11:40 AM
Original ID: 2019-000839753
Amendment ID: 2020-002914407

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF MERGER

Hazloc Industries LLC (Wyoming) (Qualified Non-survivor)
Solid State Luminaires, LLC (Illinois) (Unqualified Non-survivor)

Merged into Lighting Innovations, Inc. (Wyoming) (Qualified Survivor)

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **11th** day of **August, 2020**.



Filed Date: 08/11/2020

Edward A. Buchanan

Secretary of State

By: Bailey Johnson