

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM597570

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Necsel Intellectual Property, Inc.		09/10/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ushio America, Inc.		
<b>Street Address:</b>	5440 Cerritos Avenue		
<b>City:</b>	Cypress		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90630		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3795100	NECSEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	714-229-3129		
<b>Email:</b>	awilliams@ushio.com		
<b>Correspondent Name:</b>	Ako S. Williams		
<b>Address Line 1:</b>	5440 Cerritos Avenue		
<b>Address Line 4:</b>	Cypress, CALIFORNIA 90630		
<b>NAME OF SUBMITTER:</b>	Ako S. Williams		
<b>SIGNATURE:</b>	/Ako S. Williams/		
<b>DATE SIGNED:</b>	09/15/2020		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made and entered into as of September 10, 2020 (the "**Effective Date**") by and between Necsel Intellectual Property, Inc., a California corporation, with a principal place of business at 801 Ames Avenue, Milpitas, California 95035 ("**Assignor**"), and Ushio America, Inc., a California corporation, with a principal place of business at 5440 Cerritos Avenue, Cypress, California 90630 ("**Assignee**").

**WHEREAS**, Assignor is the sole and exclusive owner of the United States trademark and the corresponding trademark registration on the attached Schedule A, and the goodwill appertaining thereto and incorporated herewith, and all other rights appurtenant, including without limitation common law rights, title and interest (the "**Assigned Trademark**");

**WHEREAS**, it is Assignor's intention to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademark to Assignee;

**WHEREAS**, it is Assignee's desire to acquire all of Assignor's right, title and interest in and to the Assigned Trademark, together with the goodwill of the business connected with the use of and symbolized by the Assigned Trademark; and

**WHEREAS**, Assignee is the successor to the portion of the business to which the Assigned Trademark pertains, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

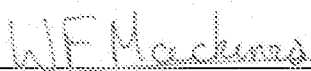
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and sets over to Assignee its entire right, title, and interest in and to the Assigned Trademark, together with the goodwill of the business symbolized in the Assigned Trademark, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties,

damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Trademark, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor agrees to execute any further papers as may be necessary and proper to vest full title in and to the Assigned Trademark and other corresponding rights in the Assignee. Assignor hereby consents to the recordation of this Assignment with the United States Patent and Trademark Office. Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**Assignor: Necsel Intellectual Property, Inc.**

  
\_\_\_\_\_  
Typed Name: William F. Mackenzie  
Title: Founder, Chairman and CEO

**Assignee: Ushio America, Inc.**

  
\_\_\_\_\_  
Typed Name: Shinji Kameda  
Title: Chief Operating Officer

**Schedule A**

<b>Trademark</b>	<b>Ser. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
NECSEL	78885075	May 16, 2006	3795100	May 25, 2010