

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600378

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	07/31/2020		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Solid State Luminaires, LLC		07/31/2020	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lighting Innovations, Inc.		
<b>Doing Business As:</b>	FC Lighting, Inc.		
<b>Street Address:</b>	1712 Pioneer Ave.		
<b>Internal Address:</b>	Suite 120		
<b>City:</b>	Cheyenne		
<b>State/Country:</b>	WYOMING		
<b>Postal Code:</b>	82001		
<b>Entity Type:</b>	Corporation: WYOMING		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4222751	COVELINE	
<b>Registration Number:</b>	5429457	MINI COVELINE	
<b>Registration Number:</b>	5414491	COLOURLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127043001		
<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>	312-704-3518		
<b>Email:</b>	trademarks@hinshawlaw.com		
<b>Correspondent Name:</b>	Mark Suri c/o Hinshaw & Culbertson LLP		
<b>Address Line 1:</b>	151 North Franklin Street		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	1028892		
<b>NAME OF SUBMITTER:</b>	Mark Suri		
<b>SIGNATURE:</b>	/mark suri/		

CH \$90.00 4222751

<b>DATE SIGNED:</b>	09/30/2020
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**Total Attachments: 6**

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- source=Solid State Luminaires LLC Merger w LII#page2.tif
- source=Solid State Luminaires LLC Merger w LII#page3.tif
- source=Solid State Luminaires LLC Merger w LII#page4.tif
- source=Solid State Luminaires LLC Merger w LII#page5.tif
- source=Solid State Luminaires LLC Merger w LII#page6.tif

Form **LLC-37.25**  
July 2018

Secretary of State  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-624-8008  
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois  
Limited Liability Company Act  
**Articles of Merger**

**SUBMIT IN DUPLICATE**

Type or print clearly.

Filing Fee: \$ 100.00  
(Filing fee \$100 plus \$50 each entity more than two)

Approved: [Signature]

FILE # 01912445

This space for use by Secretary of State.

**FILED**

JUL 31 2020

JESSE WHITE  
SECRETARY OF STATE

1. Names of the organizations proposing to merge:

Name of Entity	Form Type (Corporation, Limited Liability Company, Limited Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
<u>Solid State Luminares, LLC</u>	<u>LLC</u>	<u>Illinois</u>	<u>07/12/2006</u>	<u>01912445</u>
<u>Lighting Innovations, Inc.</u>	<u>Corporation</u>	<u>Wyoming</u>	<u>06/30/2004</u>	<u>63630748</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. A copy of that portion of the plan as approved that contains the name and form of each constituent organization and the surviving organization must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: Lighting Innovations, Inc.  
 b. File Number (if any): 63630748  
 c. Jurisdiction: Wyoming

4. The surviving organization: (Optional. Check one.)

- is a limited liability company created by this merger. Articles of Organization are included with this filing.
- is another organization type created by this merger. The organizational document is included with this filing.
- pre-exists this merger. Any amendment to the organizational document provided for in the plan of merger is included with this filing.

5. Effective date of the merger: (Check one.)

- The merger becomes effective upon filing with the Secretary of State.
- The surviving organization is created by the merger and the organizational document has a post-effective date: \_\_\_\_\_  
Month, Day, Year

6. If the surviving organization is a foreign organization not registered to do business in this state, the Secretary of State is its agent for service of process. Street and mailing addresses of the office to which a copy of any process against the company served on the Secretary of State may be mailed:

Not applicable.

Number	Street	Suite (PO Box alone is not acceptable.)
City	State	ZIP

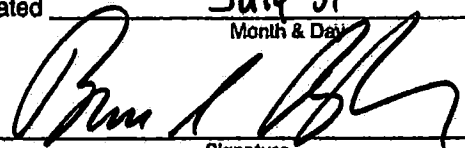
7. Additional information required to be included by the governing statutes of any of the parties to this merger:


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8. The plan of merger has been approved by each constituent organization. Each constituent organization, in accordance with its governing statute, having the authority to sign hereto, affirms under penalty of perjury that these Articles of Merger are true, correct and complete.

Dated July 31 2010  
Month & Day Year

1.   
Signature  
BRUCE J. BUKAS PRESIDENT  
Name and Title (type or print)  
LIGHTING INNOVATIONS, INC  
Name of Entity

2.   
Signature  
BRUCE J. BUKAS PRESIDENT  
Name and Title (type or print)  
SOLID STATE LUMINAIRES, LLC  
Name of Entity

3. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
Name of Entity

4. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
Name of Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.**

## 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.

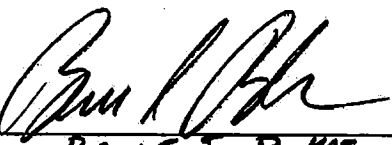
(c) *Entire Agreement.* This Plan constitutes the entire agreement of the respective Parties relating to the transactions contemplated hereunder, and there are no agreements or commitments with respect to any such transaction except as set forth herein.

(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.

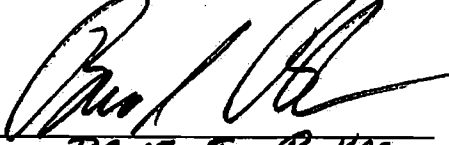
(e) *Governing Law.* This Plan shall be construed and interpreted in accordance with the laws of the State of Wyoming without regard to the conflicts of laws rules.

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