

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iLight Technologies, Inc.		10/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Luminii Purchaser, LLC		
Street Address:	7777 N. Merrimac Avenue		
City:	Niles		
State/Country:	ILLINOIS		
Postal Code:	60714		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2882962	ILIGHT	
Registration Number:	2704863	ILIGHT TECHNOLOGIES	
Registration Number:	2528585	ILIGHT TECHNOLOGIES	
Registration Number:	3528813	HYPNOTICA	
Registration Number:	2648918	PLEXINEON	
Registration Number:	2955146	PLEXINEON	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-7211		
Email:	matkins@jonesday.com, pcyn gier@jonesday.com		
Correspondent Name:	Michael P. Atkins/Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	560255-063001		
NAME OF SUBMITTER:	MICHAEL P. ATKINS		
SIGNATURE:	/MICHAEL P. ATKINS/		
DATE SIGNED:	10/05/2020		

CH \$165.00 2882962

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment*”), is made and entered into as of October 1, 2020, by iLight Technologies, Inc., a Delaware corporation (the “*Seller*”), in favor of Luminii Purchaser, LLC, a Delaware limited liability company (the “*Purchaser*”). The Seller and the Purchaser are sometimes referred to in this Assignment together as the “*Parties*” or individually as a “*Party*”. Unless the context otherwise requires, terms used in this Assignment that are capitalized and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

A. The Seller and the Purchaser are parties to that certain Asset Purchase Agreement of even date herewith (as amended, modified or supplemented from time to time, the “*Purchase Agreement*”), pursuant to which, among other things, the Seller has agreed to sell, transfer, assign, convey and deliver to the Purchaser, and the Purchaser has agreed to purchase from the Seller, all of the Seller’s right, title and interest in and to the Purchased Assets, which include the Purchased Intellectual Property, for the consideration and upon the terms and conditions set forth in the Purchase Agreement.

B. This Assignment is being executed to evidence and effect the sale, transfer, assignment, conveyance and delivery by the Seller to the Purchaser of all of the Seller’s right, title and interest in and to the Purchased Intellectual Property, including the Intellectual Property set forth on Annex A, in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises and agreements contained herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser agree as follows:

1. Purchased Intellectual Property. Except as specifically set forth in writing in a separate agreement between the Purchaser and the Seller, the Seller hereby sells, transfers, assigns, conveys and delivers to the Purchaser all of the Seller’s right, title and interest in and to the Purchased Intellectual Property, which, for the avoidance of doubt, includes any and all goodwill connected with and symbolized by the Purchased Intellectual Property, the same to be held and enjoyed by the Purchaser for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, or violation, of the rights assigned or to be assigned under this Assignment.

2. Binding Effect. This Assignment is binding upon, and inures to the benefit of, the Parties and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Purchased Intellectual Property.

3. Further Assurances. Upon reasonable request by the Purchaser, the Seller will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Purchased Intellectual Property set forth herein, and to vest in the Purchaser such right, title, and interest in and to the Purchased Intellectual Property as sold, assigned and transferred to the Purchaser by the Seller hereunder.

4. Recordation. The Seller hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable state or foreign jurisdiction, to record the Purchaser as assignee and owner of the entire right, title and interest in and to the Purchased Intellectual Property.

5. Integration, Modification and Waiver. This Assignment, together with the Purchase Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings of the Parties. No supplement, modification or amendment of this Assignment will be binding unless executed in writing by each of the Parties hereto. No waiver of any of the provisions of this Assignment will be deemed to be or will constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

6. Construction. The Parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" means including without limitation. Any reference to the singular in this Assignment shall also include the plural and vice versa.

7. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.

8. Counterparts. This Assignment may be executed in in one or more counterparts (including facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, or caused this Agreement to be duly executed, as of the day and year first written above.

SELLER:

ILIGHT TECHNOLOGIES, INC.

By: 

Name:

Title:

Sean Callahan
President

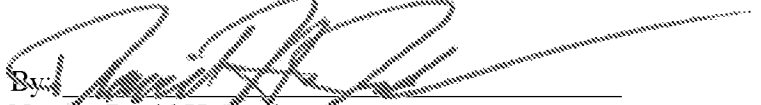
[Signature Page 10 Intellectual Property Assignment Agreement]

NAI-1513964550

TRADEMARK
REEL: 007070 FRAME: 0453

PURCHASER:

LUMINII PURCHASER, LLC

A handwritten signature in black ink, appearing to read 'D. H. Jacob', is written over a horizontal line. The signature is stylized and extends to the right of the line.

Name: David H. Jacob

Title: Vice President and Secretary

[Signature Page to Intellectual Property Assignment Agreement]

NAI-1513964550

TRADEMARK
REEL: 007070 FRAME: 0454

Annex A

Assigned Patents

Title	Application No.	Filing Date	Patent No.	Grant Date	Country
Illumination Device For Simulation Of Neon Lighting	09982705	10/18/01	6592238	7/15/03	United States
Illumination Device For Simulation Of Neon Lighting	10413005	4/14/03	6953262	10/11/05	United States
Illumination Device For Simulation Of Neon Lighting	11155799	6/17/05	7188970	3/13/07	United States
Portable Illuminated Outdoor Advertising Display	10062802	1/31/02	6557282	5/6/03	United States
Illumination Device For Simulating Neon Lighting with Reflector	10165030	6/6/02	6834979	12/28/04	United States
Illumination Device For Simulation Of Neon Lighting	10385007	3/10/03	6874924	4/5/05	United States
Illumination Device For Simulating Neon Or Fluorescent Lighting Including A Waveguide And A Scattering Cap	10785558	2/24/04	7008097	3/7/06	United States
Illumination Device For Simulating Neon Lighting Through Use of Fluorescent Dyes	10455639	6/5/03	7011421	3/14/06	United States
Cuttible Illumination Device	10810141	3/26/04	7012379	3/14/06	United States
Illumination Device For Use In Daylight Conditions	11456136	7/7/06	7178926	2/20/07	United States
Fluorescent Illumination Device	10872861	6/21/04	7192161	3/20/07	United States
Illumination Device For Simulating Neon Lighting	11681281	3/2/07	7506997	3/24/09	United States
Flexible Illumination Device For Simulating Neon Lighting	10771714	2/4/04	8322883	12/4/12	United States
Illumination Device For Simulation Of Neon Lighting	2434955	7/16/2003	2434955	10/17/06	Canada
Illumination Device Simulation Neon	PA/a/2003/006750	12/11/2001	244637	3/30/2007	Mexico

Assigned Trademark Registrations

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Country
ILIGHT	78146208	7/22/02	2882962	9/7/04	United States
ILIGHT	1247580	2/14/05	662154	4/4/06	Canada
ILIGHT	2002-82576	9/30/02	4704900	8/29/03	Japan
ILIGHT TECHNOLOGIES	78142890	7/11/02	2704863	4/8/03	United States
ILIGHT TECHNOLOGIES	76034668	4/26/00	2528585	1/8/02	United States
HYPNOTICA	77327221	11/12/07	3528813	5/4/08	United States
HYPNOTICA	1395119	5/12/08	798059	5/19/11	Canada
HYPNOTICA	963666	5/12/08	963666	5/12/08	China
HYPNOTICA	963666	5/12/08	963666	5/12/08	European Union
HYPNOTICA	963666	5/12/08	963666	5/12/08	Russian Federation
HYPNOTICA	963666	5/12/08	963666	5/12/08	Singapore
PLEXINEON	76299487	8/13/01	2648918	11/12/02	United States
PLEXINEON	78421551	5/19/04	2955146	5/24/05	United States
PLEXINEON	940958	1/22/03	940958	10/3/03	Australia
PLEXINEON	1127365	1/8/02	631102	1/26/05	Canada
PLEXINEON	002531903	1/14/02	002531903	7/18/03	European Union
PLEXINEON	2002-82575	9/30/02	4899442	10/7/05	Japan

Assigned Trade/Assumed Names

1. iLight Technologies, Inc.
2. iLight Technologies

Assigned Domain Names

1. ilight-tech.com
2. iLightTechnologies.com
3. iLightClone.com
4. Plexineon.com