

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIIP, INC.		12/31/2020	Corporation:
RECEIVING PARTY DATA			
Name:	FUSION PRODUCTS LTD.		
Street Address:	5 Cherry Blossom Road, Unit 7		
City:	Cambridge, Ontario		
State/Country:	CANADA		
Postal Code:	N3H4R7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3622279	MOONRAYS SINCE 1986	
CORRESPONDENCE DATA			
Fax Number:	9055547424		
<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:	4168565671		
Email:	faizel@fusionproducts.ca		
Correspondent Name:	Faizel Jaffer		
Address Line 1:	17 ALMIRA AVENUE		
Address Line 4:	MARKHAM, CANADA L6B1B9		
NAME OF SUBMITTER:	Faizel Jaffer, Director Fusion Products		
SIGNATURE:	/Faizel Jaffer//		
DATE SIGNED:	02/02/2021		
Total Attachments: 15			
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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement (“**Agreement**”), effective **December 31st, 2020** (the “**Effective Date**”), is by and between Southwire Company, LLC, a Delaware limited liability company, WIIP, Inc., a Canadian corporation, and Coleman Cable, LLC, a Delaware limited liability company (each a “**Seller**,” and collectively “**Sellers**”), and Fusion Products LTD., a Canadian corporation (“**Buyer**”). Each Seller and Buyer are also referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to purchase, accept and assume from Sellers, all of Sellers’ rights, title and interest in and to, together with all of the goodwill associated with, certain Assets (as defined below), upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Buyer and Sellers hereby agree as follows:

1. Assets

1.1. Upon the terms and subject to the conditions of this Agreement, Sellers hereby sell, convey, assign, grant, transfer, and deliver to Buyer, and Buyer hereby purchases, assumes, and accepts from Sellers the extent of Sellers’ ownership of or control over (if any at all), in each case, as of the Effective Date, the assets listed on Exhibit A (collectively, the “**Assets**”). Following the recordation of releases of applicable security interests, Buyer shall own the Assets free and clear of all security interests, liens or other encumbrances.

1.2. Sellers hereby irrevocably and unconditionally assign, convey, and transfer, as of the Effective Date, to Buyer, all of their right, title and interest in and to the Assets, whether at common law, as registered with any governmental agency, or otherwise, on a worldwide basis, and including any and all goodwill and other intellectual property rights associated therewith. All of the rights, privileges, including the benefit of any attorney-client privilege or attorney work-product privilege, title and interest in and to the Assets being sold, transferred, assigned and set over to Buyer hereunder include without limitation all income, royalties, damages, right to sue, right to enforce and any and all payments now or hereafter due or payable with respect thereto, and the right to bring any claim, sue, counterclaim, and recover for the past, present and future infringement by third parties of the rights assigned hereunder.

1.3. Upon Buyer's written request, Sellers shall reasonably cooperate and assist Buyer or its applicable representatives with providing any documents reasonably necessary to prosecute, enforce or defend the Assets, including but not limited to arranging for execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or powers of attorney. Any costs or expenses associated with Sellers' obligations or Buyer's rights under this Section shall be borne solely by Buyer, including, without limitation, all outside counsel costs and expenses.

2. Purchase Price and Payment

The purchase price for the Assets shall be a sum of Five Hundred Fifty Thousand U.S. Dollars (\$550,000) (the "**Purchase Price**"). Buyer shall pay Sellers the Purchase Price, by wire transfer of immediately available funds to the account(s) designated by Sellers in writing, on the Effective Date.

3. Sell-off Period

Notwithstanding anything in this Agreement to the contrary, Seller hereby reserves and Buyer hereby grants to each Seller, a nonrevocable, sublicensable, royalty-free, fully-paid up license to market and sell any existing inventory, including any pending undelivered purchase orders, of products covered or purported to be covered by any of the Assets (the "**Sell-Off Products**") for a period of one (1) year following the Effective Date (the "**Sell-Off Period**"). Buyer shall have no right to any proceeds or profits from any sales by any Seller during the Sell-off Period. The Buyer and Seller have agreed that the spirit of cooperation shall prevail, and the Seller shall keep the Buyer apprised of its efforts during the Sell-off Period. Once the Sell-Off Products are sold off, or at the expiration of the Sell-Off Period, whichever comes sooner, this licence referenced in this Section 3 shall expire. It is further agreed that the Seller shall not order any additional inventory following the Effective Date. Finally, the Seller has agreed to furnish the names and contact information (including address, email address, phone and fax numbers) for all factories associated with the low voltage and solar lighting category which the Seller has engaged for the past five years.

4. INDEMNITY

Each Party (the "Indemnifying Party") will indemnify, defend and hold harmless the other Party and its affiliates, officers, directors, employees and agents (the "Indemnified Party") from and against all losses, liabilities, damages and expenses (including reasonable attorneys' fees) from third party claims that arise out of or relate to any product bearing the tradenames listed in Exhibit A sold by the Indemnifying Party (the "Covered Products"), including any claims relating to (a) death, personal injury, or product liability claims or actions arising from the use of the Covered Products, (b) any claims by the Indemnifying Party's suppliers with respect to the Covered Products, and (c) any intellectual property infringement claim related to the Covered Products.

The Indemnified Party shall notify the Indemnifying Party in writing of any potential indemnification liability and furnish the Indemnifying Party with a copy of each communication, notice or other action relating to said claim. The Indemnifying Party shall have the right to assume the defense and settlement of such claim or any negotiations relating thereto at the Indemnifying Party's expense; provided, however, that the Indemnified Party shall have the right to participate in any such proceedings at the Indemnified Party's cost. Both parties shall reasonably cooperate in any efforts to settle any claim.

5. Closing and Deliveries

5.1. On the terms and subject to the conditions of this Agreement, the closing of the transactions contemplated by this Agreement ("**Closing**") is taking place at the offices of Sellers on the date hereof. For purposes of this Agreement, Closing shall be treated as if it occurred as of 12:01 a.m. EST on the Effective Date.

5.2. At Closing, each Seller shall deliver to Buyer a duly executed Assignment confirming the assignment of all patents, trademarks, copyrights, and applications included in the Assets ("**Assignment**"), that are owned by the respective Seller, substantially in the forms attached hereto as Exhibits B-D, to be filed by Buyer with the United States Patent and Trademark Office ("**USPTO**"), United States Copyright Office, and comparable governmental offices.

5.3. At Closing, Buyer shall deliver to Sellers the Purchase Price as set forth in Section 2.

6. Representations and Warranties of Sellers

Sellers hereby represent and warrant to Buyer as of the Effective Date, as follows:

6.1. Each Seller is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated or organized. Each Seller has the requisite corporate or limited liability company, as applicable, power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Sellers, and the consummation by Sellers of the transactions contemplated hereby have been duly authorized by all necessary corporate or limited liability company, as applicable, action on the part of Sellers and no other or further corporate or limited liability company proceedings shall be necessary for the execution and delivery of such agreements by Sellers, the performance by Sellers of their respective obligations hereunder, and the consummation by Sellers of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Sellers and constitutes a

legal, valid, and binding obligation of Sellers enforceable against Sellers in accordance with its terms.

6.2. Seller shall record releases of applicable security interests to ensure Buyer holds the Assets free and clear of all security interests, liens and encumbrances in due course.

6.3. Except for the representations and warranties of Sellers expressly set forth in this Section 6, Sellers do not make any representations or warranties, including with respect to the Assets, and Sellers hereby disclaim any other representations or warranties, whether made by a Seller with respect to the execution and delivery of this Agreement to which it is or will be a party or the transactions contemplated hereby, notwithstanding the delivery or disclosure to Buyer or any of its representatives of any documentation or other information with respect to any one or more of the foregoing. For the avoidance of doubt, the Assets are being sold “as is”, and Sellers disclaim all other representations or warranties, whether express or implied, including without limitation, the warranties of merchantability and fitness for a particular purpose.

7. Representations and Warranties of Buyer

Buyer hereby represents and warrants to Sellers as of the Effective Date, as follows:

7.1. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated. Buyer has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer, and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Buyer and no other or further corporate proceedings shall be necessary for the execution and delivery of such agreements by Buyer, the performance by Buyer of its obligations hereunder, and the consummation by Buyer of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

7.2. Buyer has sufficient funds to purchase the Assets and to consummate the transaction and perform its obligations under this Agreement on the terms and subject to the conditions contemplated herein.

7.3. Except for the representations and warranties of Buyer expressly set forth in this Section 7, Buyer does not make any representations or warranties, and Buyer hereby disclaims any other representations or warranties, whether made by Buyer with respect to the execution

and delivery of this Agreement to which it is or will be a party or the transactions contemplated hereby, notwithstanding the delivery or disclosure to Sellers or any of their representatives of any documentation or other information with respect to any one or more of the foregoing.

7.4. Except as expressly set forth in Section 6, Buyer acknowledges and agrees that (a) it has not been induced by any statements or representations of any person with respect to the quality or condition of the Assets and that no such statements or representations have been made, (b) it is not relying upon any representations or warranties that may have been made by any person, and acknowledges and agrees that Sellers have specifically disclaimed, and do hereby specifically disclaim, any such other representation or warranty that may have been made by any person, and (c) it has conducted, and is relying on, its own investigation of the Assets.

8. Additional Agreements

8.1. Confidentiality. The Parties agree to maintain in confidence any information contained in this Agreement, including the Purchase Price.

8.2. Public Announcements. Except as required by applicable law, no Party will issue any press release or otherwise make any public or other statements with respect to this Agreement without the prior written consent of the other Party.

8.3. Expenses. All expenses, including the fees of any attorneys, accountants, investment bankers, or others engaged by a Party, incurred in connection with this Agreement and the transactions contemplated hereby and thereby, shall be paid by the Party incurring such expenses whether or not the transaction contemplated by this Agreement is consummated.

8.4. Further Assurances. Sellers shall execute the Assignments attached as Exhibits B-D and consent to Buyer's recording of such assignments with the USPTO, United States Copyright Office, and any other comparable foreign governmental agency as required. Seller shall also execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement, including with respect to the release of any security interests encumbering the Assets.

8.5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

9. Miscellaneous

9.1. Notices. All notices and other communications hereunder will be in writing and will be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail or facsimile of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Party at the following addresses (or at such other address for a Party as will be specified in a notice given in accordance with this Section 9.1:

If to a **Seller**:

Southwire Company, LLC
One Southwire Drive
Carrollton, Georgia 30339
Attention: Burt Fealing, Esq.
Cathy Hasbrouck, Esq.

If to **Buyer**:

Fusion Products LTD.
5 Cherry Blossom Road, Unit 7
N3H 4R7
Cambridge, Ontario

with a copy (which shall not constitute notice) to:

Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street NE, Suite 3000
Atlanta, Georgia 30308
Attention: Andrea M. Farley

9.2. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.3. Entire Agreement. This Agreement, including all exhibits, together with the Assignment to be delivered by Sellers at Closing constitutes the sole and entire agreement of

the Parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

9.4. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed.

9.5. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9.6. Amendment and Modification; Waiver. This Agreement (including the Exhibits) may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.7. Governing Law; Submission to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or based upon this agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware each case located in the city of Wilmington and county of New Castle and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

9.8. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail, facsimile, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS


FUSION PRODUCTS LTD.

SOUTHWIRE COMPANY, LLC

By: Burt M. Fealing

Name: Burt M. Fealing

Title: Secretary

By: 

Name: RANDY NOBES

Title: OWNER

WIIP, INC.

By: Burt M. Fealing

Name: Burt M. Fealing

Title: Secretary

COLEMAN CABLE, LLC

By: Burt M. Fealing

Name: Burt M. Fealing

Title: Secretary

EXHIBIT A

Domain Name

Owner	Domain Name
Southwire Company, LLC	WWW.MOONRAYS.COM

Copyrights

Owner	Title	Copyright No.	Reg. Date
Coleman Cable, LLC	Fairy	VA0001899345	04.03.2014

Trademarks

Owner	Mark	Application No.	Registrati on No.	Jurisdiction	Filing Date	Registration Date	Next Renewal Due
WIIP, Inc.	MOONRAYS SINCE 1986	77568392	3622279	US	09.12.2008	05.19.2009	05.19.2029
WIIP, Inc.	MOONRAYS	564022	329754	Canada	06.09.1986	07.10.1987	07.10.2032
WIIP, Inc.	MOONRAYS SINCE 1986	1407881	751522	Canada	08.19.2008	10.29.2009	10.29.2024
WIIP, Inc.	MOONRAYS	73634361	1478541	US	12.08.1986	03.01.1988	03.01.2028
WIIP, Inc.	MOONRAYS	1456101	1456101	UK	02.19.1991	06.19.1992	02.19.2028
WIIP, Inc.	MOONRAYS	550732	550732	Australia	02.19.1991	02.19.1991	02.19.2028
WIIP, Inc.	MOONRAYS	282533	282533	EU	07.30.1996	11.19.1998	07.30.2026
WIIP, Inc.	MOONRAYS	7278421	7278421	China	03.25.2009	02.07.2014	02.06.2024
WIIP, Inc.	MOONRAYS	7278422	7278422	China	03.25.2009	12.07.2010	12.06.2030

Patents

Assignee	Patent No.	Application No.	Patent Title	Grant Date	Maintenance Fee Due
Southwire Company, LLC	US D745651	29/484,294	Artificial Fire Pit Log	12.15.2015	N/A
Southwire Company, LLC	US 9,200,810	14,197,941	Faux Glowing Firewood Log Suitable for Outdoor Use	12.01.2015	06.02.2023

EXHIBIT B

ASSIGNMENT

This Assignment is made and entered into as of **December 31**, 2020 (the “**Effective Date**”), by and between Southwire Company, LLC, a Delaware limited liability company having offices at One Southwire Drive Carrollton, Georgia 30339 (“**Assignor**”), and Fusion Products LTD., a Canadian corporation (“**Assignee**”), pursuant to the Intellectual Property Purchase Agreement, dated and effective as of the Effective Date (the “**Agreement**”), among, *inter alia*, Assignor and Assignee. All capitalized terms used but not otherwise defined in this Assignment shall have the meaning ascribed to such term in the Agreement.

WHEREAS, Assignor has all right, title and interest in the following assets (the “**Assets**”):

Domain: <www.moonrays.com>.

Patents

Assignee	Patent No.	Application No.	Patent Title	Filing Date	Grant Date
Southwire Company, LLC	US D745651	29/484,294	Artificial Fire Pit Log	03.07.2014	12.15.2015
Southwire Company, LLC	US 9,200,810	14/197,941	Faux Glowing Firewood Log Suitable for Outdoor Use	03.05.2014	12.01.2015

WHEREAS, pursuant to the Agreement, Assignor irrevocably and unconditionally assigns, conveys, and transfers, as of the Effective Date, to Buyer, all of its right, title and interest in and to the Assets, and thus delivers this confirmatory Assignment, which shall be subsequently recorded with the United States Patent and Trademark Office (“USPTO”) and such other corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the foregoing preambles, which are incorporated with and made a part of this Assignment, and in further consideration of the respective representations, warranties, covenants, agreements and conditions contained herein, Assignor and Assignee, intending to be legally bound, agree as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor irrevocably conveys, transfers and assigns to Assignee, and Assignee accepts, all of Assignor’s right, title and interest of every kind and character in and to the Assets, together with all rights to, and all applications, reissues, divisions, continuations, continuations-

in-part, reexaminations, extensions, substitutions, registrations, renewals, licenses, and franchises for, any of the foregoing, including all goodwill associated therewith or appurtenant thereto, and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages in Assignee's own name.

Assignor authorizes the Office of the Commissioner for Patents and the Commissioner for Trademarks in the USPTO and the officials of such other corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon the request by Assignee. Following the Effective Date, upon Assignee's written request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, power of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assets to Assignee, or any assignee or successor thereto, or as may be reasonably necessary in the prosecution, enforcement or defense of such Assets.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the Effective Date:

ASSIGNOR

ASSIGNEE

SOUTHWIRE COMPANY, LLC

FUSION PRODUCTS LTD

By: Burt M. Fealing

By: 

Name: Burt M. Fealing

Name: RANDY NOBES

Title: Secretary

Title: PRESIDENT

EXHIBIT C

ASSIGNMENT

This Assignment is made and entered into as of **December 31, 2020** (the “**Effective Date**”), by and between WIIP, Inc., a Canadian corporation having offices at 5705 Cancross Court, Mississauga, Ontario, Canada, L5R 3E9 (“**Assignor**”), and Fusion Products LTD., a Canadian corporation (“**Assignee**”), pursuant to the Intellectual Property Purchase Agreement, dated and effective as of the Effective Date (the “**Agreement**”), among, *inter alia*, Assignor and Assignee. All capitalized terms used but not otherwise defined in this Assignment shall have the meaning ascribed to such term in the Agreement.

WHEREAS, Assignor has all right, title and interest in the following trademarks (the “**Assets**”):

Mark	Application No.	Registration No.	Jurisdiction	Filing Date	Registration Date
MOONRAYS SINCE 1986	77568392	3622279	US	09.12.2008	05.19.2009
MOONRAYS	564022	329754	Canada	06.09.1986	07.10.1987
MOONRAYS SINCE 1986	1407881	751522	Canada	08.19.2008	10.29.2009
MOONRAYS	73634361	1478541	US	12.08.1986	03.01.1988
MOONRAYS	1456101	1456101	UK	02.19.1991	06.19.1992
MOONRAYS	550732	550732	Australia	02.19.1991	02.19.1991
MOONRAYS	282533	282533	EU	07.30.1996	11.19.1998
MOONRAYS	7278421	7278421	China	03.25.2009	02.07.2014
MOONRAYS	7278422	7278422	China	03.25.2009	12.07.2010

WHEREAS, pursuant to the Agreement, Assignor irrevocably and unconditionally assigns, conveys, and transfers, as of the Effective Date, to Buyer, all of its right, title and interest in and to the Assets, and thus delivers this confirmatory Assignment, which shall be subsequently recorded with the United States Patent and Trademark Office (“USPTO”) and such other corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the foregoing preambles, which are incorporated with and made a part of this Assignment, and in further consideration of the respective representations, warranties, covenants, agreements and conditions contained herein, Assignor and Assignee, intending to be legally bound, agree as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor irrevocably conveys, transfers and assigns to Assignee, and Assignee

accepts, all of Assignor's right, title and interest of every kind and character in and to the Assets, together with all rights to, and all applications, reissues, divisions, continuations, continuations-in-part, reexaminations, extensions, substitutions, registrations, renewals, licenses, and franchises for, any of the foregoing, including all goodwill associated therewith or appurtenant thereto, and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages in Assignee's own name.

Assignor authorizes the Office of the Commissioner for Patents and the Commissioner for Trademarks in the USPTO and the officials of such other corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon the request by Assignee. Following the Effective Date, upon Assignee's written request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, power of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assets to Assignee, or any assignee or successor thereto, or as may be reasonably necessary in the prosecution, enforcement or defense of such Assets.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the Effective Date:

ASSIGNOR

WIIP, INC.

By: Burt M Fealing
Name: Burt M. Fealing
Title: Secretary

ASSIGNEE

FUSION PRODUCTS LTD


By: 
Name: **RANDY NOBES**
Title: **OWNER**

EXHIBIT D

ASSIGNMENT

This Assignment is made and entered into as of **December 31**, 2020 (the “**Effective Date**”), by and between Coleman Cable, LLC, a Delaware limited liability company having offices at One Southwire Drive Carrollton, Georgia 30339 (“**Assignor**”), and Fusion Products LTD., a Canadian corporation (“**Assignee**”), pursuant to the Intellectual Property Purchase Agreement, dated and effective as of the Effective Date (the “**Agreement**”), among, *inter alia*, Assignor and Assignee. All capitalized terms used but not otherwise defined in this Assignment shall have the meaning ascribed to such term in the Agreement.

WHEREAS, Assignor has all right, title and interest in the following copyright (the “**Assets**”):

Title	Copyright No.	Reg. Date
Fairy	VA0001899345	04.03.2014

WHEREAS, pursuant to the Agreement, Assignor irrevocably and unconditionally assigns, conveys, and transfers, as of the Effective Date, to Buyer, all of its right, title and interest in and to the Assets, and thus delivers this confirmatory Assignment, which shall be subsequently recorded with the United States Copyright Office (“USCO”) and such other corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the foregoing preambles, which are incorporated with and made a part of this Assignment, and in further consideration of the respective representations, warranties, covenants, agreements and conditions contained herein, Assignor and Assignee, intending to be legally bound, agree as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor irrevocably conveys, transfers and assigns to Assignee, and Assignee accepts, all of Assignor’s right, title and interest of every kind and character in and to the Assets, together with all rights to, and all applications, reissues, divisions, continuations, continuations-in-part, reexaminations, extensions, substitutions, registrations, renewals, licenses, and franchises for, any of the foregoing, including all goodwill associated therewith or appurtenant thereto, and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages in Assignee’s own name.

Following the Effective Date, upon Assignee's written request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, power of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assets to Assignee, or any assignee or successor thereto, or as may be reasonably necessary in the prosecution, enforcement or defense of such Assets.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the Effective Date:

ASSIGNOR

COLEMAN CABLE, LLC

By: Burt M. Fealing
Name: Burt M. Fealing
Title: Secretary

ASSIGNEE

FUSION PRODUCTS LTD.

By: Randy Nobes
Name: **Randy Nobes**
Title: **President**