

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Continental, Inc.		12/14/2018	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Solas Ray, LLC		
Street Address:	5935 W. 84th St.		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46278		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3989035	SOLAS RAY	
CORRESPONDENCE DATA			
Fax Number:	3174541349		
<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:	3175012891		
Email:	brad@rsindy.com		
Correspondent Name:	Bradley M. Stohry		
Address Line 1:	6931 Central Ave		
Address Line 4:	Indianapolis, INDIANA 46220		
NAME OF SUBMITTER:	Bradley M. Stohry		
SIGNATURE:	/bms/		
DATE SIGNED:	05/12/2021		
Total Attachments: 7			
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OP \$40.00 3989035

ASSIGNMENT OF TRADEMARKS AGREEMENT

THIS ASSIGNMENT OF TRADEMARKS AGREEMENT ("Assignment") is made and entered into as of the 14th day of December, 2018, between **Continental, Inc.**, an Indiana corporation ("Assignor"), Solas Ray, LLC, an Indiana limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of December 14th 2018 ("Purchase Agreement") wherein Assignor has sold, transferred, conveyed, and otherwise assigned to Assignee the Assets owned by Assignor and used by Assignor in the operation of its Solas Ray Lighting Division;

WHEREAS, all capitalized terms not defined herein shall have the respective meanings specified in the Purchase Agreement;

WHEREAS, included with the Assets being acquired by Assignee are two (2) live trademarks owned by Assignor: "Solas Ray" word mark registration registered with the United States Patent & Trademark Office, Registration Number 3989035 dated July 5, 2011, and "Solas Ray" logo trademark registration registered with the United States Patent & Trademark Office, Registration Number 3989036 dated July 5, 2011, and one (1) dead trademark owned by Assignor: "Flame Optics" word mark registration registered with the United States Patent & Trademark Office, Registration Number 3974595 dated June 7, 2011, a copy of each of said marks being attached hereto as **Exhibit A**, and by this reference made a part hereof (collectively, the "Marks"); and

WHEREAS, by execution hereof, Assignor desires to transfer, convey, and assign to Assignee, and Assignee desires to purchase, acquire, and accept assignment from Assignor of, all of Assignor's rights, titles, estates, and interests in and to the Marks, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt, sufficiency, and legal adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals of this Assignment are hereby incorporated into this Assignment as substantive provisions.

2. Assignor hereby irrevocably transfers, conveys, assigns, delivers, and otherwise sets over to Assignee, and Assignee hereby acquires and accepts assignment from Assignor of, all of Assignor's rights, titles, interests, and estates in and to:

- (a) the Marks;
- (b) all goodwill associated with the Marks;

(c) all causes of action, either at law or in equity, for past, present, or future infringement upon the Marks;

(d) the right to exercise or dispose of all of these rights in all countries and in all languages; and

(e) the right to secure all registrations (as to the Flame Optics mark), renewals, reissues, and extensions of the Marks in any state, the United States, and in any foreign country.

3. Assignor hereby warrants and represents to Assignee the following:

(a) Assignor has the right, power, and authority to enter into, deliver, and perform this Assignment;

(b) Assignor is the sole and exclusive owner of all rights, titles, estates, and interests including all intellectual property rights, in the Marks, and has made no previous sale, transfer, conveyance, or assignment of all or any part of the Marks;

(c) The Marks are free and clear of any liens, security interests, claims, encumbrances, or licenses;

(d) The Marks do not infringe upon the rights of any third parties, or violate any copyright or other proprietary right of any third party; and

(e) There are no claims, pending or threatened, with respect to any of the Marks, or Assignor's rights in and to any of the Marks.

4. Assignor agrees to defend, indemnify, and hold harmless Assignee, and its officers, members, managers, agents, representatives, successors and assigns from and against any and all actions, claims, costs, damages, debts, expenses, fines, judgments, liabilities, penalties, and suits (including, but not limited to, reasonable attorney's fees, court costs and expert witness fees) imposed upon, incurred by, or asserted against Assignee which directly or indirectly arise out of or are related to Assignor's breach of this Assignment.

5. Assignor covenants and agrees to promptly execute and return any and all documents provided to him by Assignee in order to record this Assignment with the United States Patent & Trademark Office and/or to otherwise perfect Assignee's title and ownership in and to the Marks.

6. This Assignment constitutes the entire agreement between the parties hereto, and supersedes any and all prior or contemporaneous negotiations, correspondence, understandings, letters of intent and agreement between them, oral or written, with respect to the subject matter of this Assignment.

7. This Assignment shall not be amended, altered, changed, or modified except by a written agreement signed by all parties hereto.

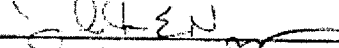
8. In the event it becomes necessary for any party to employ legal counsel or to bring an action at law, in equity or other proceedings to enforce any of the terms of this Assignment, the prevailing party in any such action or proceeding shall be entitled to recover its costs and attorneys' fees from the non-prevailing party.

9. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Indiana. The parties hereto expressly agree, consent to and designate the jurisdiction and venue of the federal and/or the state courts located in Marion County as the situs for proceeding with any claim or controversy occurring with respect to the subject matter of this Assignment. The parties irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions. Each party irrevocably consents to the service of process of any of such courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to each of the other parties at its address provided herein, such service to become effective thirty (30) days after such mailing.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.


"Assignor"

CONTINENTAL, INC.

By: 
Name: Judith E. Nagengast
Title: Chief Executive Officer

"Assignee"

SOLAS RAY, LLC

By: 
Name: Robert J. Kingston Kirby Goodde
Title: Member

STATE OF Indiana
COUNTY OF Madison)^{ss}

Before me, a Notary Public in and for said County and State, personally appeared the above named Continental, Inc., an Indiana corporation, by Judith E. Nagengast, its Chief Executive Officer, who acknowledged that she did sign the foregoing instrument on behalf of such corporation, and the same is her free act and deed as such Chief Executive Officer, and the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of December, 2018.

Kduff
Notary Public

My Commission Expires:
7-13-2025

STATE OF Indiana
COUNTY OF Madison)^{ss}

Before me, a Notary Public in and for said County and State, personally appeared the above named Solas Ray, LLC, an Indiana limited liability company, by Robert J. Kingston, Member of Solas Ray, LLC, who acknowledged that he did sign the foregoing instrument on behalf of such limited liability company, and the same is his free act and deed as such Member, and the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of December, 2018.

Kduff
Notary Public

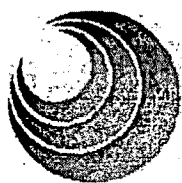
My Commission Expires:
7-13-2025

EXHIBIT A
(1 of 3)

Solas Ray

Word Mark	SOLAS RAY
Translations	The English translation of "solas" in the mark is "light".
Goods and Services	IC 011. US 013 021 023 031 034. G & S: LED lighting fixtures for indoor and outdoor lighting applications. FIRST USE: 20100901. FIRST USE IN COMMERCE: 20101001
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85161336
Filing Date	October 26, 2010
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	April 19, 2011
Registration Number	3989035
Registration Date	July 5, 2011
Owner	(REGISTRANT) Continental, Inc. CORPORATION INDIANA 1524 Jackson St. Anderson INDIANA 46016
Attorney of Record	Bradley M. Stohry
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SOLAS" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 8 (6-YR).
Live/Dead Indicator	LIVE

EXHIBIT A
(2 of 3)



SOLAS RAY

Word Mark	SOLAS RAY
Translations	The English translation of "solas" in the mark is "light".
Goods and Services	IC 011. US 013 021 023 031 034. G & S: LED lighting fixtures for indoor and outdoor lighting applications. FIRST USE: 20100901. FIRST USE IN COMMERCE: 20101001
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	01.05.25 - Sun, other representations of the sun 26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved
Serial Number	85161391
Filing Date	October 26, 2010
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	April 19, 2011
Change In Registration	CHANGE IN REGISTRATION HAS OCCURRED
Registration Number	3989036
Registration Date	July 5, 2011
Owner	(REGISTRANT) Continental, Inc. CORPORATION INDIANA 1524 Jackson St. Anderson INDIANA 46016
Attorney of Record	Bradley M. Stohry
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SOLAS" APART FROM THE MARK AS SHOWN
Description of Mark	Color is not claimed as a feature of the mark. The mark consists of a sun design having three (3) concentric, incomplete circles alongside the wording "Solas Ray".
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 8 (6-YR).
Live/Dead Indicator	LIVE

EXHIBIT A
(3 of 3)

FlameOptics

Word Mark	FLAMEOPTICS
Goods and Services	(CANCELLED) IC 011. US 013 021 023 031 034. G & S: LED lighting fixtures for indoor and outdoor lighting applications. FIRST USE: 20100901. FIRST USE IN COMMERCE: 20101001
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85161302
Filing Date	October 26, 2010
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	March 22, 2011
Registration Number	3974595
Registration Date	June 7, 2011
Owner	(REGISTRANT) Continental, Inc. CORPORATION INDIANA 1524 Jackson St. Anderson INDIANA 46016
Attorney of Record	Christopher R. Powers
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	DEAD
Cancellation Date	January 12, 2018