

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laser Light Technologies, Inc.		04/30/2021	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	SPG Laser Light Technologies LLC		
Street Address:	5 Danuser Drive		
City:	Hermann		
State/Country:	MISSOURI		
Postal Code:	65041		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5629627	LASER LIGHT	
Registration Number:	5307544		
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	(843) 534-4252		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 South College Street		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Christopher D. Casavale		
SIGNATURE:	/Christopher D. Casavale/		
DATE SIGNED:	05/14/2021		
Total Attachments: 5			
source=10. Intellectual Property Assignment Agreement - 4850-4271-0505 1#page1.tif			
source=10. Intellectual Property Assignment Agreement - 4850-4271-0505 1#page2.tif			
source=10. Intellectual Property Assignment Agreement - 4850-4271-0505 1#page3.tif			
source=10. Intellectual Property Assignment Agreement - 4850-4271-0505 1#page4.tif			

CH \$65.00 5629627

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Intellectual Property Assignment**”), effective as of April 30, 2021, is made by and between Laser Light Technologies, Inc., a Missouri corporation (“**Assignor**”) and SPG Laser Light Technologies LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are each referred to herein individually as a “**Party**” and collectively, as the “**Parties**.”

W I T N E S S E T H:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated on or about the date hereof, by and among Assignor, Assignee, and the other parties thereto (the “**Asset Purchase Agreement**”), Assignor has agreed to sell and Assignee has agreed to purchase the Acquired Assets and assume certain Assumed Liabilities of the Assignor; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property as described in Schedule A attached hereto.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property and all registrations and applications for registrations of any Intellectual Property, including the registrations identified on Schedule A (collectively, the “**Assigned Property**”), together with the goodwill of the Business symbolized by the Assigned Property, and together with all of such Assignor’s right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Assigned Property, which right, title and interest is being assigned free and clear of all Liens other than Permitted Exceptions, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Further Assurances. Assignor hereby agrees to execute at Assignee’s expense all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as may be reasonably required, together with any assignments thereof to Assignee or persons designated by it.

4. Validity Disputes; Use. Assignor agrees to assist Assignee, upon Assignee’s reasonable request and at Assignee’s sole expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any Intellectual Property. Further, Assignor shall not directly or indirectly, challenge Assignee’s ownership of or right to use any of the Assigned Property. Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between Assignor and Assignee or is confusingly similar to any of the Assigned Property.

5. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignor and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.

6. No Additional Representations. This Intellectual Property Assignment is subject in all respects to the provisions of the Purchase Agreement. This Intellectual Property Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this Intellectual Property Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

7. Modification. This Intellectual Property Assignment may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Intellectual Property Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Intellectual Property Assignment and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Intellectual Property Assignment are for convenience only and such headings form no part of this Intellectual Property Assignment and shall not affect its interpretation.

11. Execution in Counterparts. This Intellectual Property Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Intellectual Property Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

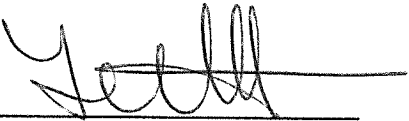
12. Filing. Assignor hereby agrees that this Intellectual Property Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Intellectual Property and all applications and registrations therefore.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered by the Parties as of the date set forth above.

ASSIGNOR:

LASER LIGHT TECHNOLOGIES, INC.

By: 
Name: Frank Hannan
Title: President

ASSIGNEE:

SPG LASER LIGHT TECHNOLOGIES LLC

By: _____
Name: Rob Bonatakis
Title: Chief Financial Officer

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 007293 FRAME: 0480

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered by the Parties as of the date set forth above.

ASSIGNOR:

LASER LIGHT TECHNOLOGIES, INC.

By: _____
Name: Frank Hannan
Title: President

ASSIGNEE:

SPG LASER LIGHT TECHNOLOGIES LLC

By: _____
Name: Rob Bonatakis
Title: Chief Financial Officer

DocuSigned by:

CA3402FECDD14C1...

**SCHEDULE A
TO
INTELLECTUAL PROPERTY ASSIGNMENT**

Patents: None

Trademarks and Tradenames:

Trademark – “Bell Curve Logo Design”

Registered in:

Korea – Reg. No. 40-1596859

China – Reg. No. 32556103

Japan – Reg. No. 6229057

India – Reg. No. 4098974

US – Reg. No. 5307544

EUTM – Reg. No. 17904075

UK – Reg. No. UK00917904075

Trademark – “Laser Light”

Registered in:

United States-Registration No. 5629627

Copyrights: None

URLs:

laserlight.com

laseruse.com

laserlight.co

laserlight.tech

laserlight.technologies

Software: None