

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uriel Corporation		07/20/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Uriel Corporation		
Street Address:	9220 S. 87th Ct.		
City:	Hickory Hills		
State/Country:	ILLINOIS		
Postal Code:	60457		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3855722	URIEL CORPORATION	
Registration Number:	5069007	LUMENS3	
CORRESPONDENCE DATA			
Fax Number:	8152614350		
<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:	8158938149		
Email:	BrieCrawford@crawfordpatents.com		
Correspondent Name:	Brie A. Crawford		
Address Line 1:	1250 S. Grove Ave.		
Address Line 2:	Ste. 308		
Address Line 4:	Barrington, ILLINOIS 60010		
NAME OF SUBMITTER:	Brie A. Crawford		
SIGNATURE:	/Brie A. Crawford/		
DATE SIGNED:	07/20/2021		
Total Attachments: 3			
source=TM assignment - signed_Redacted#page1.tif			
source=TM assignment - signed_Redacted#page2.tif			
source=TM assignment - signed_Redacted#page3.tif			

OP \$65.00 3855722

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into this 20th day of July, 2021 between Uriel Corporation, an Illinois corporation (hereinafter "Assignor"); and Uriel Corporation, a Nevada corporation ("hereinafter Assignee") (collectively the "Parties").

WHEREAS, Assignor is the owner of United States Trademark Reg. No. 3,855,722, URIEL CORPORATION for "*Advisory services in the field of product development and quality improvement of software; Consumer product safety testing; Consumer product safety testing and consultation; Design and testing for new product development; Design and testing of new products for others; Design of engineering products; Design of production facilities; Design, development, and testing services for others in the fields of new food products and new menus; New product design services; Product development; Product development and engineering services for others; Product development consultation; Product development for others; Product research; Product research and development; Product research and development services for others in the fields of food products and menus; Product safety testing; Product testing; Research and development for new products for others; Research and development of new products; Technical analysis of a product or process to determine how to make it more environmentally sound; Technical consultancy in relation to the production of semiconductors; Technology supervision and inspection in the field of product development, product quality control for new product launches, website development and maintenance*"; and Reg. No. 5,069,007, LUMENS³ for "*Servo and stepper-assisted infra-red, ultraviolet, and/or visible light-emitting diode (LED) systems, namely, LED lighting modules and sensor-enabled LED lighting control systems comprised of LED lighting modules, allowing selective control of brightness, directionality, rotational angle, color, coordination and communication between LED lights, drone docking and drone recharging platforms, and luminaires that can be lifted and replaced by drones for maintenance and to take extra light to an emergency location, and for special border and perimeter high security facility patrols, city surveillance and patrols, public garage monitoring, amusement park security, stadium security, parking lot security, manufacturing and quality control, engineering and scientific, medical, construction project and heavy machinery operations, agricultural equipment, grow lighting and crop operations, military and intelligence gathering operations.*" (collectively the "Marks"); and

WHEREAS Assignee wishes to acquire the Marks and all attendant goodwill, and Assignor is willing to transfer the Marks to Assignee pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

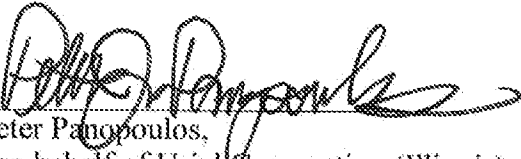
1. **Assignment.** Assignor hereby assigns to Assignee both of the Marks, along with:
 - 1.1. Goodwill. All goodwill attendant to each of the Marks; and
 - 1.2. Right to Sue. All rights to sue for past, present, and future infringement or misappropriations of each of the Marks; and
 - 1.3. Income. All income, royalties, and damages due or payable, whether now or in the future, to Assignor with respect to each of the Marks, including, *inter alia*, licensing fees, damages,

and payments for past, present, or future infringements and misappropriations of each of the Marks.

2. **Warranties.** Assignor represents and warrants that, to the best of Assignor's knowledge:
 - 2.1. Ownership. Assignor is the owner of all right, title, and interest in and to the Mark; and
 - 2.2. No Claims. There are not currently any pending, threatened, or ongoing lawsuits, claims, or other proceedings relating, whether directly or indirectly, to either of the Marks; and
 - 2.3. No Infringement. Neither of the Marks infringes upon or otherwise violates the rights -- including, *inter alia*, trademark or other intellectual property rights -- of any third party.
3. **Further Steps.** Assignor shall, at Assignee's expense, take all steps required or desirable to vest sole ownership of the Marks in Assignee, including, *inter alia*, cooperating with Assignee to file any necessary or desirable paperwork with the United States Patent and Trademark Office and similar offices in foreign countries.
4. **Consideration.** In return for the assignments granted in this Agreement, Assignee shall pay to Assignor [REDACTED] which the Parties acknowledge as sufficient consideration for the said assignments.
5. **Choice of Law.** This Agreement shall be governed by, and construed according to, the laws of the State of Illinois, without regard to conflicts of laws principles. All actions hereunder may be brought only in a State or federal court having jurisdiction in Cook County, Illinois, and the Parties hereby consent to venue in these fora.
6. **Non-Waiver of Rights.** Failure by a Party to enforce strict performance of any provision of this Agreement does not constitute a waiver of that Party's right to subsequently enforce that provision or any other provision of this Agreement.
7. **Modification.** No modification or waiver of any provision of this Agreement shall be binding unless approved in a writing signed by all Parties.
8. **Severability.** If a court of competent jurisdiction ultimately determines that any portion of this Agreement is unenforceable, then that provision shall be rewritten, interpreted, or otherwise modified to include as much of its nature and scope as will render it enforceable. If that provision cannot be so modified as to be enforceable in any respect, then it shall be severed from this Agreement, and the remainder of the Agreement shall be enforced as if the offending provision were not included.
9. **Heirs, Successors and Assigns.** Except as otherwise stated in this Agreement, all of the covenants, terms, provisions, and agreements contained herein shall be binding upon the Parties and their respective legal representatives, heirs, successors, and assigns.
10. **Headings.** The section headings in this Agreement are inserted for convenience only and shall not be used or relied upon in any way in the interpretation of this Agreement.

11. **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, whether oral or written.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The Parties agree that facsimile signatures and signatures by e-mail as scanned documents shall be as effective as if originals.


Peter Panopoulos,
on behalf of Uriel Corporation (Illinois)


Peter Panopoulos,
on behalf of Uriel Corporation (Nevada)

JULY 19th 2021
Date

JULY 19th 2021
Date