

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OSRAM SYLVANIA Inc.		07/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACUITY BRANDS LIGHTING, INC.		
Street Address:	1170 PEACHTREE STREET, NE		
Internal Address:	Suite 2300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3639307	PROSTART	
Registration Number:	3060967	POWERSENSE	
Registration Number:	5858278	SENSILUM	
Serial Number:	90011586	FIELDSET	
Serial Number:	90119535	ZETASHIELD	
CORRESPONDENCE DATA			
Fax Number:	6179041703		
<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:	7815854504		
Email:	tmg@gtclawgroup.com		
Correspondent Name:	JENNIFER HEISLER LAVALLEY		
Address Line 1:	One University Ave., Ste 302B		
Address Line 4:	Westwood, MASSACHUSETTS 02090		
NAME OF SUBMITTER:	Jennifer Heisler Lavalley, Attorney		
SIGNATURE:	/Jennifer Heisler Lavalley/		
DATE SIGNED:	08/09/2021		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of July 1, 2021 (this “Assignment”), is by and between ACUITY BRANDS LIGHTING, INC., a corporation organized under the laws of Delaware (the “Assignee”), and OSRAM SYLVANIA Inc., a corporation incorporated under the laws of the state of Delaware (the “Assignor”). Each of the Assignee and the Assignor are referred to herein as a “Party.”

RECITALS

WHEREAS, the Assignor has agreed to, and has agreed to cause certain of its Affiliates to, assign, transfer and convey to the Assignee all of the Assignor’s and certain of its Affiliates’ right, title, and interest in and to the Marks set forth on Schedule 1 hereto (the “Transferred Marks”), and the Assignee has agreed to purchase the Transferred Marks.

AGREEMENT

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Conveyance and Acceptance. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby purchases, the Assignor’s respective right, title and interest in and to, the Transferred Marks, including the goodwill associated therewith and which is symbolized thereby, along with any and all rights to sue and recover for past, present and future infringement, misappropriation, misuse or violation with respect to the Transferred Marks, together with all rights under international treaties relating to the Transferred Marks.

2. Recordation. The Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record the Assignee as the assignee and owner of the Transferred Marks and to deliver to the Assignee, and to the Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Governing Law; Dispute Resolution.

(a) This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment or the transactions contemplated hereby, shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts executed and to be performed wholly within such State and without reference to the choice-of-law principles that would result in the application of the Laws of a different jurisdiction.

(b) Each of the Parties (a) consents to submit itself to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in any proceeding arising out of or relating to this Assignment or any of the transactions contemplated hereby (or, if that court does not have subject matter jurisdiction over such Proceeding, the Superior Court of the State of Delaware (Complex Commercial Division)) or if the subject matter jurisdiction over such proceeding is

vested exclusively in the federal courts of the U.S., the United States District Court for the District of Delaware located in Wilmington, Delaware, (b) agrees that all claims in respect of any such proceeding may be heard and determined in any such court, (c) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from any such court, (d) agrees not to bring any Proceeding arising out of or relating to this Assignment or any of the transactions contemplated hereby (whether in contract, tort, common or statutory law, equity or otherwise) in any other court and (e) agrees that a final, non-appealable Judgment in any such proceeding will be conclusive and may be enforced in other jurisdictions by suit on the Judgment or in any other manner provided by applicable law. Each of the Parties waives any defense of inconvenient forum to the maintenance of any proceeding brought in accordance with this Section

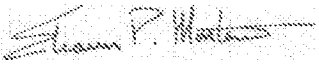
4. Further Assurances. The Assignor shall, and shall cause its Affiliates to, from time to time at the request of the Assignee, without any additional consideration, furnish the Assignee such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Assignment and give effect to the assignments herein, including all acts reasonably necessary to perfect, record or effectuate the assignment to the Assignee of ownership of the Transferred Marks.

5. Counterparts. This Assignment may be executed in multiple counterparts, and by any of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Assignment. Delivery of an executed counterpart of a signature page to this Assignment by .pdf, .tif, .gif or similar attachment to electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have each caused this Assignment to be duly executed as of the date first written above.

**OSRAM SYLVANIA Inc.,
Assignor
200 Ballardvale Street
Wilmington, MA 01887**

By: 
Name: Shaun P. Montana
Title: Head of IP Americas

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 007383 FRAME: 0066**

IN WITNESS WHEREOF, the Parties have each caused this Assignment to be duly executed as of the date first written above.

AGREED TO AND ACCEPTED:

Acuity Brands Lighting, Inc., Assignee
1170 Peachtree St NE #2300
Atlanta, GA 30309

DocuSigned by:
Karen Holcom
By: _____
Name: Karen J. Holcom
Title: Senior Vice President and Chief
Financial Officer

**Schedule 1
MARKS**

Internal file number	Trademark	Filing date	Application number	Registration date	Registration number	Country
1997W97100CA	QUICK 60+	November 25, 1997	0862369	December 6, 2000	TMA538395	CA
1997W97100MX	QUICK 60+	April 29, 1998	331023	June 28, 2002	753156	MX
1997W97102CA	PROSTART	November 20, 1997	862017	December 2, 2003	TMA596148	CA
1997W97102MX	PROSTART	April 29, 1998	331021	June 26, 2006	939711	MX
1997W97102US01	PROSTART	November 20, 2008	77618218	June 16, 2009	3639307	US
1997W97103CA	SQUIGGLE DESIGN	November 20, 1997	862020	November 27, 2000	TMA537808	CA
1997W97109 CA	QUICKSENSE	May 2, 1997	0843919	November 10, 2000	TMA536996	CA
1997W97109MX	QUICKSENSE	May 9, 1997	294574	May 30, 1997	550636	MX
1997W97110CA	QUICKSENSE SYSTEMS THAT MAKE SENSE	May 2, 1997	843920	November 10, 2000	TMA536998	CA
1995W97102CA	QUICKSTEP	January 7, 2004	1202931	June 29, 2007	TMA691181	CA
1999W97104CA	POWERSENSE	September 9, 1999	1028314	June 6, 2006	TMA665686	CA
1999W97104US	POWERSENSE	October 24, 2003	78/318545	February 21, 2006	3060967	US
2000W97100CA	THE SYSTEM SOLUTION AND LOGO	February 18, 2000	1047313	September 26, 2003	TMA590897	CA
2000W97100MX	THE SYSTEM SOLUTION AND LOGO	January 25, 2002	529682	April 29, 2002	743423	MX
2002W97100CA	THE SYSTEM SOLUTION	February 20, 2002	1131653	June 28, 2006	TMA666665	CA
2002W97100MX	THE SYSTEM SOLUTION	February 22, 2002	533945	March 19, 2002	738516	MX
2018W00839CA	SENSILUM	April 3, 2018	1891443			CA
2018W00839MX	SENSILUM	April 13, 2018	2035065	July 6, 2018	1898751	MX
2018W00839MX01	SENSILUM	April 13, 2018	2035058	February 26, 2020	2087985	MX
2018W00839US	SENSILUM	April 2, 2018	87858958	September 10, 2019	5858278	US
2020W00845US	FIELDSET	June 19, 2020	90011586			US
2020W01257US	ZETASHIELD	August 17, 2020	90119535			US