

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/10/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECOSENSE LIGHTING INC.		01/05/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KORRUS, INC.		
Street Address:	837 NORTH SPRING ST.,		
Internal Address:	SUITE 103		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90012		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Serial Number:	77599870	ECOSENSE	
Serial Number:	77599862	ECOSENSE	
Serial Number:	77599841	ECOSPEC	
Serial Number:	77982688	SORAA	
Serial Number:	85495244	SIMPLY PERFECT	
Serial Number:	85593900	SORAA GAN ON GAN	
Serial Number:	85594716	SORAA	
Serial Number:	85870246	SIMPLY PERFECT LIGHT	
Serial Number:	85895887	SORAA SNAP SYSTEM	
Serial Number:	86058247	SORAA	
Serial Number:	86395290	TROV	
Serial Number:	86395285	TROV	
Serial Number:	86590232	FLIP TO FLAT	
Serial Number:	86682713	FREEDOM TO CREATE	
Serial Number:	86682711	FREEDOM TO CREATE	
Serial Number:	87000737	BARREL	
Serial Number:	87000728	GABLE	

OP \$1190.00 77599870

Property Type	Number	Word Mark
Serial Number:	87152541	RISE
Serial Number:	87152524	RISE
Serial Number:	87184609	MACRO
Serial Number:	87184632	MACRO
Serial Number:	87335474	SORAA VIVID
Serial Number:	87335702	SORAA BRILLIANT
Serial Number:	87414339	SLIM COVE
Serial Number:	87458711	SORAA RADIANT
Serial Number:	87458721	SORAA HEALTHY
Serial Number:	87678494	SORAA ZEROBLUE
Serial Number:	87686442	SORAA NATURAL WHITE
Serial Number:	87686455	SORAA VIVID COLOR
Serial Number:	87803780	LIGHTCORE TECHNOLOGY
Serial Number:	87854180	VIGOR
Serial Number:	87854250	KORRUS
Serial Number:	88507757	LUMIUM
Serial Number:	88511574	MIMEO
Serial Number:	88575875	SALT
Serial Number:	90323810	OUTDOOR EQUIVALENCE
Serial Number:	90323829	OUTDOOR EQUIVALENCY
Serial Number:	90479038	SCUVA
Serial Number:	90479028	LUVA
Serial Number:	90491583	HUMAN LIGHT INTERACTION
Serial Number:	90491629	BED TO BED
Serial Number:	90491658	BED TO BED JOURNEY
Serial Number:	90534177	SOFTWARE DEFINED LIGHTING
Serial Number:	90587711	SOFTWARE DEFINED LIGHT
Serial Number:	90629998	CLOUD DEFINED LIGHT
Serial Number:	90630002	CLOUD DEFINED LIGHTING
Serial Number:	90666567	PUPIL

CORRESPONDENCE DATA

Fax Number: 9198003226

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.

Phone: (919) 522-0312

Email: jaybrownlaw@gmail.com

Correspondent Name: JAY M. BROWN

Address Line 1: 1135 KILDAIRE FARM RD.

Address Line 2: SUITE 200

Address Line 4:	CARY, NORTH CAROLINA 27511
NAME OF SUBMITTER:	JAY M. BROWN
SIGNATURE:	/Jay M. Brown/
DATE SIGNED:	02/21/2022
Total Attachments: 20 source=AsgmtAsmptAgmt_1-5-22#page1.tif source=AsgmtAsmptAgmt_1-5-22#page2.tif source=AsgmtAsmptAgmt_1-5-22#page3.tif source=AsgmtAsmptAgmt_1-5-22#page4.tif source=AsgmtAsmptAgmt_1-5-22#page5.tif source=MergerAgmt_12-10-21#page1.tif source=MergerAgmt_12-10-21#page2.tif source=MergerAgmt_12-10-21#page3.tif source=MergerAgmt_12-10-21#page4.tif source=MergerAgmt_12-10-21#page5.tif source=MergerAgmt_12-10-21#page6.tif source=MergerAgmt_12-10-21#page7.tif source=SCHEDULE B - Trademarks2022Feb21#page1.tif source=SCHEDULE B - Trademarks2022Feb21#page2.tif source=SCHEDULE B - Trademarks2022Feb21#page3.tif source=SCHEDULE B - Trademarks2022Feb21#page4.tif source=SCHEDULE B - Trademarks2022Feb21#page5.tif source=SCHEDULE C - Domain Names-2022Feb04#page1.tif source=SCHEDULE C - Domain Names-2022Feb04#page2.tif source=SCHEDULE C - Domain Names-2022Feb04#page3.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) being effective nunc pro tunc at the Effective Time as defined herein, is made by and between Ecosense Lighting Inc., a Delaware corporation (the “**Assignor**”), and Korrus, Inc., a Delaware corporation (the “**Assignee**”).

RECITALS

WHEREAS, Assignor and Assignee have entered into an Agreement and Plan of Merger dated as of November 24, 2021 (the “**Merger Agreement**”), pursuant to which, upon filing a duly executed copy of a Certificate of Merger with the Secretary of State of the State of Delaware (the “**Effective Time**”) being a date certain as set forth in the attached Declaration By Assignor and Assignee, Assignor shall be merged with and into Assignee (the “**Merger**”), the separate existence of Assignor shall cease, and Assignee shall be the surviving corporation of the Merger.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants contained herein and in the Merger Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment and Assumption. In accordance with the terms of the Merger Agreement and effective as of the Effective Time, Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee, and Assignee hereby accepts and receives, all right, title and interest, everywhere in the world, in all patents, patent applications, inventions, registered and unregistered trademarks and service marks (collectively the “**Trademarks**”) together with the goodwill of the portions of the business of Assignor connected with the use of and symbolized by the Trademarks and also including those portions of Assignor's business, tradenames, copyrights, trade secrets, domain names, mask works, information technology and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing (collectively, the “**Intellectual Property**”) owned by Assignor immediately prior to the Effective Time including all of the rights and powers relating to such Intellectual Property, including without limitation, the exclusive right to enforce any rights in Intellectual Property held by Assignor immediately prior to the Effective Time and the exclusive right to make demands for past damages for infringement occurring prior to the Effective Time.

2. Patents. In furtherance of the Assignment and Assumption in Section 1 above, Assignor hereby irrevocably transfers, conveys, sells and assigns to Assignee all of Assignor's right, title and interest, everywhere in the world, in and to the patents and patent applications included in the Intellectual Property, which are set forth in Schedule A, including, but not limited to, any continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations, extensions and renewals thereof, together with all priority rights (including, but not limited to, all provisional patent applications and PCT applications) and counterpart applications (including, but

not limited to, all pending and granted national stage applications) under any existing or future international patent conventions, agreements or treaties. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country or regional authority, to record Assignee as assignee and owner of the foregoing patents and patent applications.

3. Trademarks. In furtherance of the Assignment and Assumption in Section 1 above, Assignor hereby irrevocably transfers, conveys, sells and assigns to Assignee all of Assignor's right, title and interest, everywhere in the world, in and to the Trademarks included in the Intellectual Property, which are set forth in Schedule B, together with the goodwill of the business in connection with and symbolized by the Trademarks, including the portions of the business of Assignor to which the Trademarks pertain, and all rights to sue and for recovery of damages and profits due or accrued, arising out of or in connection with, any and all past, present and future infringements or dilution of or damage or injury to the Trademarks or such associated goodwill, if any. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country or regional authority, to record Assignee as assignee and owner of the Trademarks.

4. Domain Names. In furtherance of the Assignment and Assumption in Section 1 above, Assignor hereby irrevocably transfers, conveys, sells and assigns to Assignee all of Assignor's right, title and interest, everywhere in the world, in and to the domain name registrations included in the Intellectual Property, which are listed on Schedule C hereto, and all subdomains thereunder.

5. Copyrights. In furtherance of the Assignment and Assumption in Section 1 above, Assignor hereby irrevocably transfers, conveys, sells and assigns to Assignee all of Assignor's right, title and interest, everywhere in the world, in and to all registered and unregistered copyrights in both published and unpublished works included in the Intellectual Property, including without limitation all of Assignor's rights in derivative works and modifications thereof.

6. General Terms.

a. Definitions. Capitalized terms used but not defined herein shall be defined as set forth in the Merger Agreement.

b. Power of Attorney. Assignor irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and in Assignor's behalf and stead to execute and file any documents necessary to perfect the assignment to Assignee of the Intellectual Property and to do all other lawfully permitted acts to further the prosecution, issuance, maintenance and enforcement of the Intellectual Property with the same legal force and effect as if executed by or on behalf of Assignor. The power of attorney granted in this Section 6(b) is given in consideration of the agreements and covenants of Assignor in connection with the transactions contemplated by this Agreement and, as such, is coupled with an interest and shall be irrevocable.

c. No Modification. Nothing contained in this Agreement is intended to or

shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor or Assignee under the Merger Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict between the terms of this Agreement and the terms of the Merger Agreement, the terms of the Merger Agreement shall govern.

d. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

e. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

f. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the fullest extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

g. Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware, without reference to the principles of conflicts of law or choice of laws.

h. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Time, being a date certain as set forth in the attached Declaration By Assignor and Assignee.

ASSIGNOR:
ECOSENSE LIGHTING INC.
a Delaware corporation

DocuSigned by:
Mark Reynoso
By: _____
Name: Mark Reynoso
Title: Chief Executive Officer

ASSIGNEE:
KORRUS, INC.
a Delaware corporation

DocuSigned by:
Mark Reynoso
By: _____
Name: Mark Reynoso
Title: Chief Executive Officer

DECLARATION BY ASSIGNOR AND ASSIGNEE

WHEREAS, Ecosense Lighting Inc. (the "Assignor") and Korrus, Inc. (the "Assignee") have entered into an Agreement and Plan of Merger dated as of November 24, 2021 (the "Merger Agreement"), pursuant to which, upon filing a duly executed copy of a Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Time"), Ecosense Lighting Inc. shall be merged with and into Korrus, Inc. (the "Merger"), the separate existence of Ecosense Lighting Inc. shall cease, and Korrus, Inc. shall be the surviving corporation of the Merger.

WHEREAS, Section 13 of the Merger Agreement provides that effective as of the Effective Time, Ecosense Lighting Inc. sells, assigns, conveys, transfers, and delivers to Korrus, Inc., and Korrus, Inc. accepts and receives, the intellectual property owned by Ecosense Lighting Inc. immediately prior to the Effective Time.

NOW, THEREFORE, the Assignor and the Assignee declare that:

The date certain of the Effective Time is: December 10, 2021.

The signatories below being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity in whole or part of the subject patents, trademarks, and other intellectual property, hereby further declare that all statements made of their own knowledge are true and all statements made on their information and belief are believed to be true.

ASSIGNOR:
ECOSENSE LIGHTING INC.
a Delaware corporation

DocuSigned by:
Mark Reynoso
By: _____
Name: Mark Reynoso
Title: Chief Executive Officer

ASSIGNEE:
KORRUS, INC.
a Delaware corporation

DocuSigned by:
Mark Reynoso
By: _____
Name: Mark Reynoso
Title: Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the “**Merger Agreement**”) is made this 24th day of November, 2021, by and between Ecosense Lighting Inc., a Delaware corporation (“**Ecosense**”) and Korrus, Inc., a Delaware corporation (“**Korrus**”). Ecosense and Korrus are hereinafter sometimes collectively referred to as the “**Constituent Corporations.**”

RECITALS

WHEREAS, Korrus is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on January 21, 2021, with authorized capital stock of 74,800,000 shares of Common Stock, \$0.0001 par value (the “**Korrus Common Stock**”), (b) 40,590,791 shares of Preferred Stock, \$0.0001 par value per share (“**Korrus Preferred Stock**”), of which 9,732,400 shares are designated Series A Preferred Stock (the “**Korrus Series A Preferred Stock**”), 20,764,946 shares are designated Series B Preferred Stock (the “**Korrus Series B Preferred Stock**”) and 10,093,445 shares are designated Series C Preferred Stock (the “**Korrus Series C Preferred Stock**”);

WHEREAS, as of the date of this Merger Agreement, one (1) share of Common Stock is issued and outstanding, which is held by Ecosense;

WHEREAS, Ecosense is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on September 4, 2008 with authorized capital stock consisting of 74,800,000 shares of Common Stock, \$0.001 par value (the “**Ecosense Common Stock**”), (b) 40,590,791 shares of Preferred Stock, \$0.001 par value per share (“**Ecosense Preferred Stock**”), of which 9,732,400 shares are designated Series A Convertible Preferred Stock (the “**Ecosense Series A Preferred Stock**”), 20,764,946 shares are designated Series B Convertible Preferred Stock (the “**Ecosense Series B Preferred Stock**”) and 10,093,445 shares are designated Series C Convertible Preferred Stock (the “**Ecosense Series C Preferred Stock**”););

WHEREAS, the respective Boards of Directors of Korrus and Ecosense deem it advisable and to the advantage of each of the Constituent Corporations that Ecosense merge with and into Korrus upon the terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting a corporate reorganization;

WHEREAS, the Board of Directors and stockholders of each of the Constituent Corporations has approved this Merger Agreement;

WHEREAS, it is the intent of the parties to this Agreement that the merger contemplated hereby will be treated as a reorganization of Ecosense within the meaning of Section 368(a)(i)(F) of the Internal Revenue Code of 1986, as amended (the “**Code**”), whereby (i) Ecosense will merge with and into Korrus pursuant to a statutory merger under the applicable laws of Delaware and (ii) Korrus will be the surviving corporation pursuant to the merger.

AGREEMENTS

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that Ecosense shall merge with and into Korrus on the following terms, conditions and other provisions;

1. Merger. At the Effective Time (as defined below), Ecosense shall be merged with and into Korrus (the “**Merger**”), the separate existence of Ecosense shall cease, and Korrus shall be the surviving corporation of the Merger (the “**Surviving Corporation**”). The name of the Surviving Corporation shall be “Korrus, Inc.”.

2. Effective Time. The Merger shall become effective upon filing a duly executed copy of a Certificate of Merger, in such acceptable form as is required by the relevant provisions of the Delaware General Corporation Law, with the Secretary of State of the State of Delaware (the “**Effective Time**”).

3. Effect of Merger. Upon the Effective Time of the Merger, the separate existence of Ecosense shall cease and Korrus as the Surviving Corporation (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Ecosense’s Board of Directors, (iii) shall succeed, without other transfer or further act or deed, to all of the assets, rights, powers and property of Ecosense, in the manner more fully set forth in the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Ecosense as constituted immediately prior to the Effective Date of the Merger, (v) shall succeed, without other transfer or further act or deed, to all of the debts, liabilities and obligations of Ecosense in the same manner as if Korrus had itself incurred them, and (vi) the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities, and duties and against all claims and demands arising out of the Merger all as more fully provided under the applicable provisions of the Delaware General Corporation Law.

4. Governing Documents. At the Effective Time, the Amended and Restated Certificate of Incorporation of Korrus, in effect immediately prior to the Effective Time shall become the certificate of incorporation of the Surviving Corporation. The Bylaws of Korrus in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation.

5. Directors and Officers. The directors and officers of Korrus immediately prior the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the Delaware General Corporation Law.

6. Conversion of Shares of Ecosense. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of

Korvus, Ecosense, or the holders of shares of capital stock of the Ecosense: (a) each share of Ecosense Common Stock outstanding immediately prior thereto shall be automatically cancelled and converted into the right to receive one validly issued, fully paid and non-assessable share of Korvus Common Stock; (b) each share of Ecosense Series A Preferred Stock outstanding immediately prior thereto shall be automatically cancelled and converted into the right to receive one validly issued, fully paid and non-assessable share of Korvus Series A Preferred Stock; (c) each share of Ecosense Series B Preferred Stock outstanding immediately prior thereto shall be automatically cancelled and converted into the right to receive one validly issued, fully paid and non-assessable share of Korvus Series B Preferred Stock; and (d) each share of Ecosense Series C Preferred Stock outstanding immediately prior thereto shall be automatically cancelled and converted into the right to receive one validly issued, fully paid and non-assessable share of Korvus Series C Preferred Stock.

7. Treatment of Stock Options. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any additional action on the part of Korvus, Ecosense, or the holders of shares of capital stock of Ecosense: (a) Korvus will assume and adopt the Ecosense 2009 Stock Incentive Plan and 2019 Stock Incentive Plan (the “**Plans**”) and (b) each option to acquire shares of Ecosense Common Stock granted under the Plans that is outstanding and unexercised immediately prior to the Effective Time (each, an “**Assumed Option**”), whether or not then vested or exercisable, shall automatically be assumed by Korvus and shall be converted into a stock option (each, a “**Korvus Option**”) to acquire shares of Korvus Common Stock. Each Korvus Option so assumed and converted shall continue to have, and shall be subject to, the same terms and conditions as applied to the Ecosense Option immediately prior to the Effective Time and shall remain subject to the applicable Plan. As of the Effective Time, each Korvus Option will be exercisable for the same number of shares of Korvus Common Stock, at the same exercise price per share, as the Assumed Option was exercisable for Ecosense Common Stock.

8. Treatment of Ecosense Warrants. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of Korvus, Ecosense, or the holders of shares of capital stock of the Ecosense: (a) Korvus will assume all outstanding warrants to purchase shares of capital stock of Ecosense, (b) each outstanding warrant to purchase shares of Ecosense Common Stock (the “**Outstanding Common Warrants**”) that is outstanding and unexercised immediately prior to the Effective Time shall be automatically converted into a warrant to purchase shares of Korvus Common Stock, on the same terms and conditions of the Outstanding Common Warrants immediately prior to the Effective Time, including without limitation, the number of shares of Korvus Common Stock, the exercise price per share and other terms of exercise; (b) each outstanding warrant to purchase shares of Ecosense Series B Preferred Stock (the “**Outstanding Series B Warrants**”) that is outstanding and unexercised immediately prior to the Effective Time shall be automatically converted into a warrant to purchase shares of Korvus Series B Preferred Stock, on the same terms and conditions of the Outstanding Series B Warrants immediately prior to the Effective Time, including without limitation, the number of shares of Korvus Series B Preferred Stock, the exercise price per share and other terms of exercise; and (c) each outstanding warrant to purchase shares of Ecosense Series C Preferred Stock (the “**Outstanding Series C Warrants**”) that is outstanding and unexercised immediately prior to the Effective Time shall be automatically converted into a warrant to purchase shares of Korvus Series C Preferred Stock, on

the same terms and conditions of the Outstanding Series C Warrants immediately prior to the Effective Time, including without limitation, the number of shares of Korrus Series C Preferred Stock, the exercise price per share and other terms of exercise.

9. SAFEs. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of Korrus, Ecosense, or the holders of shares of capital stock of the Ecosense: (a) that certain Simple Agreement for Future Equity ("**SAFE**") issued to Soraa, Inc. by Ecosense on March 23, 2020 (the "**Soraa SAFE**"); and (b) that certain SAFE issued to Canaccord Genuity LLC issued by Ecosense on March 23, 2020 (the "**Canaccord SAFE**" and together with the Soraa SAFE, the "**SAFEs**") that is outstanding and unexercised immediately prior to the Effective Time shall be automatically converted into a SAFE to purchase capital stock of Korrus as set forth in the terms of conditions set forth in the SAFEs immediately prior to the Effective Time, including without limitation, the terms of conversion.

10. Cancellation of Shares of Korrus. At the Effective Time, all of the previously issued and outstanding shares of Korrus Common Stock that were issued and outstanding immediately prior to the Effective Time shall be automatically retired and canceled.

11. Stock Certificates. At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of Ecosense Common Stock and Ecosense Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of Korrus Common Stock and Korrus Preferred Stock into which such shares of Ecosense Common Stock or Ecosense Preferred Stock are converted as provided herein. The registered owner on the books and records of Ecosense of any such outstanding stock certificate for Ecosense Common Stock or Ecosense Preferred Stock shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Korrus or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of Korrus Common Stock or Korrus Preferred Stock evidenced by such outstanding certificate as above provided.

12. Employee Benefit Plans. At the Effective Time, the obligations of Ecosense under or with respect to every plan, trust, program and benefit then in effect or administered by Ecosense for the benefit of the directors, officers and employees of Ecosense or any of its subsidiaries shall become the lawful obligations of Korrus and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, Korrus hereby expressly adopts and assumes all obligations of Ecosense under such employee benefit plans.

13. Intellectual Property. Effective as of the Effective Time, Ecosense hereby sells, assigns, conveys, transfers, and delivers to Korrus, and Korrus hereby accepts and receives, all right, title and interest, everywhere in the world, in all patents, patent applications, inventions, registered and unregistered trademarks and service marks (collectively the "**Trademarks**") together with the goodwill of the portions of the business of Ecosense connected with the use of and symbolized by the Trademarks and also including those portions of Ecosense's business, tradenames, copyrights, trade secrets, domain names, mask works, information technology and proprietary rights and processes, similar or other intellectual property rights, subject matter of

any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing (collectively, the “**Intellectual Property**”) owned by Ecosense immediately prior to the Effective Time including all of the rights and powers relating to such Intellectual Property, including without limitation, the exclusive right to enforce any rights in Intellectual Property held by Ecosense immediately prior to the Effective Time and the exclusive right to make demands for past damages for infringement occurring prior to the Effective Time

14. Assignment and Assumption.

(a) Assignment. Effective as of the Effective Time, Ecosense hereby assigns and transfers to Korus all of the rights and obligations of Ecosense with respect to that certain Second Amended and Restated Voting Agreement dated as of December 2, 2014 (the “**Voting Agreement**”) by and among Ecosense, the Investors (as defined in the Voting Agreement) and the Common Stockholders (as defined in the Voting Agreement) and that certain Second Amended and Restated Right of First Refusal and Co-Sale Agreement dated as of December 2, 2014 (the “**Co-Sale Agreement**,” and together with the Voting Agreement, the “**Assigned Agreements**”) by and among Ecosense, the Investors (as defined in the Co-Sale Agreement) and the Common Stockholders (as defined in the Co-Sale Agreement).

(b) Assumption. Korus hereby agrees to be bound, from and after the Effective Time, by the terms and conditions of the Assigned Agreements, in each case, to the same extent as Ecosense was bound pursuant thereto immediately prior to the Effective Time.

15. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Ecosense such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Ecosense, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of Ecosense, or otherwise, to take any and all such actions and to execute and delivery any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

16. Abandonment. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of Ecosense or Korus, notwithstanding approval of this Merger Agreement by the Boards of Directors and stockholders of the Constituent Corporations.

17. Amendment. At any time before the Effective Time, this Merger Agreement may be amended, by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the stockholders of the Constituent Corporations; provided, however, that any amendment made by the Board of Directors subsequent to the adoption of this Merger Agreement by the stockholders of the Constituent Corporations shall not alter or change any of the principal terms of this Merger Agreement. Any other amendment to

this Merger Agreement shall require the approval of both the Board of Directors and holders of outstanding shares of the Constituent Corporations.

18. Tax-Free Reorganization. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

19. Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware, without reference to the principles of conflicts of law or choice of laws.

20. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed and delivered as of the date first above written.

ECOSENSE LIGHTING INC.
a Delaware corporation

By: Steve Gelsomini
Name: Steven Gelsomini
Title: President

KORRUS, INC.,
a Delaware corporation

By: mark reynoso
Name: Mark Reynoso
Title: Chief Executive Officer

SCHEDULE B: U.S. Trademark Assets

<u>Mark</u>	<u>Docket Number</u>	<u>Application Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
ECOSENSE - Class 11	ESL16005TM	77599870	24-Oct-08	3908478	18-Jan-11
ECOSENSE - Class 11, Logo	ESL16006TM	77599862	24-Oct-08	3854370	28-Sep-10
ECOSPEC - Class 11	ESL16007TM	77599841	24-Oct-08	3845817	7-Sep-10
SORAA	014151.T018US	77982688	5-Oct-09	4150651	29-May-12
SIMPLY PERFECT	014151.T012US	85495244	14-Dec-11	4637522	11-Nov-14
SORAA GAN ON GAN	014151.T016US	85593900	10-Apr-12	4336144	14-May-13
SORAA	014151.T015US	85594716	11-Apr-12	4385048	13-Aug-13
SIMPLY PERFECT LIGHT	014151.T014US	85870246	7-Mar-13	4431751	12-Nov-13
SORAA SNAP SYSTEM	014151.T013US	85895887	4-Apr-13	4581161	5-Aug-14
SORAA	014151.T008US	86058247	6-Sep-13	4867520	8-Dec-15
TROV - Class 11	ESL16003TM	86395290	15-Sep-14	4864200	1-Dec-15
TROV - Class 11, Logo	ESL16004TM	86395285	15-Sep-14	4864199	1-Dec-15

<u>Mark</u>	<u>Docket Number</u>	<u>Application Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
FLIP-TO-FLAT - Class 11	ECON-TM-0007	86590232	7-Apr-15	5365353	26-Dec-17
FREEDOM TO CREATE - Class 11	ESL16001TM	86682713	2-Jul-15	5561394	11-Sep-18
FREEDOM TO CREATE - Class 9	ESL16002TM	86682711	2-Jul-15	5561393	11-Sep-18
BARREL	014151.T020US	87000737	14-Apr-16	5623141	4-Dec-18
GABLE	014151.T021US	87000728	14-Apr-16	5633318	18-Dec-18
RISE - Class 11	ESL16008TM	87152541	26-Aug-16	5454320	24-Apr-18
RISE - Class 9	ESL16009TM	87152524	26-Aug-16	5454319	24-Apr-18
MACRO - Class 11	ESL16010TM	87184609	27-Sep-16	5571176	25-Sep-18
MACRO - Class 9	ESL16011TM	87184632	27-Sep-16	5571177	25-Sep-18
SORAA VIVID	014151.T031US	87335474	14-Feb-17	5271293	22-Aug-17
SORAA BRILLIANT	014151.T032US	87335702	14-Feb-17	5410477	27-Feb-18
SLIM COVE - Class 11	ESL16013TM	87414339	17-Apr-17	5334988	14-Nov-17
SORAA RADIANT	014151.T036US	87458711	22-May-17	5656660	15-Jan-19
SORAA HEALTHY	014151.T037US	87458721	22-May-17	6228313	22-Dec-20

<u>Mark</u>	<u>Docket Number</u>	<u>Application Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
SORAA ZERO BLUE	014151.T038US	87678494	9-Nov-17		
SORAA NATURAL WHITE	014151.T043US	87686442	15-Nov-17	6309262	30-Mar-21
SORAA VIVID COLOR	014151.T044US	87686455	15-Nov-17	6411605	6-Jul-21
LIGHTCORE TECHNOLOGY	L0815.20002US	87803780	20-Feb-18		
VIGOR - Classes 9, 42	ESL18002TM	87854180	28-Mar-18		
KORRUS - Classes 9, 11, 42	ESL18003TM	87854250	28-Mar-18		
LUMIUM	ESL21046TM	88507757	10-Jul-19	5966371	10-Jul-19
MIMEO - Classes 9, 11, 35, 37 and 42	ESL19009TM	88511574	12-Jul-19		
SALT	ESL21017TM	88575875	12-Aug-19		
OUTDOOR EQUIVALENCE	ESL20006TM	90323810	17-Nov-20		
OUTDOOR EQUIVALENCY	ESL20007TM	90323829	17-Nov-20		
SCUVA	ESL21001TM	90479038	21-Jan-21		
LUVA	ESL21002TM	90479028	21-Jan-21		

<u>Mark</u>	<u>Docket Number</u>	<u>Application Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
HUMAN LIGHT INTERACTION	ESL21004TM	90491583	27-Jan-21		
BED TO BED	ESL21005TM	90491629	27-Jan-21		
BED TO BED JOURNEY	ESL21006TM	90491658	27-Jan-21		
SOFTWARE DEFINED LIGHTING	ESL21015TM	90534177	18-Feb-21		
SOFTWARE DEFINED LIGHT	ESL21016TM	90587711	18-Feb-21		
CLOUD DEFINED LIGHT	ESL21020TM	90629998	7-Apr-21		
CLOUD DEFINED LIGHTING	ESL21021TM	90630002	7-Apr-21		
PUPIL	ESL21022TM	90666567	23-Apr-21		

SCHEDULE B: Foreign Trademark Assets

<u>Mark</u>	<u>Docket Number</u>	<u>Application Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
SORAA	014151.T053CN	1435626	12-Oct-18			China
SORAA	014151.T058CN	44205555	25-Feb-20			China

<u>Mark</u>	<u>Docket Number</u>	<u>Application Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
MIMEO (EUIPO) - Europe	ESL19009-EU	88511574	12-Jan-20	WO1537896	12-Jan-20	WIPO
SORAA	014151.T053DE	1435626	12-Oct-18	1435626	12-Oct-18	Germany
MIMEO (EUIPO) - Ireland	ESL19009-IE	88511574	12-Jan-20	WO1537896	12-Jan-20	IE
SORAA	014151.T053MX	1435626	12-Oct-18	1435626	12-Oct-18	Mexico
MIMEO (EUIPO) - UK	ESL19009-UK	88511574	12-Jan-20	WO1537896	12-Jan-20	UK
SORAA	014151.T053WO	1435626	12-Oct-18	1435626	12-Oct-18	WIPO
OUTDOOR EQUIVALENCE	ESL21023TM	A0108904	17-May-21			WIPO
OUTDOOR EQUIVALENCE	ESL21024TM	A0108906	17-May-21			WIPO
SCUVA	ESL21028TM	A0111390	21-Jul-21			WIPO
HUMAN LIGHT INTERACTION	ESL21032TM	A0111638	27-Jul-21			WIPO
BED TO BED JOURNEY	ESL21033TM	A0111644	27-Jul-21			WIPO
BED TO BED	ESL21034TM	A0111646	27-Jul-21			WIPO
KORRUS	ESL21042TM	A0114288	29-Sep-21			WIPO
SORAA	014151.T059EM	009829409	22-Mar-11	009829409	07-Dec-11	EUIPO
SORAA	014151.T059UK	UK00909829409	22-Mar-11	UK009829409	07-Dec-11	UK

SCHEDULE C: Domain Names

<u>Domain Name</u>	<u>Domain Name</u>
advancesinhumanlightinteraction.biz	korrusa.com
advancesinhumanlightinteraction.com	lightingplugfest.com
advancesinhumanlightinteraction.net	lightingplugfest.info
advancesinhumanlightinteraction.org	lightingplugfest.org
advancesinhumanlightinteraction.tech	livelight-helia.com
advancesinhumanlightinteraction.us	livelight-helia.info
ahli.net	livelight-helia.net
ahli.tech	livelight-helia.org
ahli.us	luva.life
bluefree-led.com	luva.store
bluefree-led.info	luva.tech
bluefree-led.net	luvausa.com
bluefree-led.org	lyght.life
bluefreed-lighting.com	lyght.me
bluefreed-lighting.info	night-white.com
bluefreed-lighting.net	night-white.info
bluefreed-lighting.org	night-white.net
bluefreed.com	night-white.org
bluefreed.info	nightwhitelight.com
bluefreed.net	nightwhitelight.info
bluefreed.org	nightwhitelight.net
bluefreedlighting.com	nightwhitelight.org
bluefreedlighting.info	nightwhitelightbulbs.com
bluefreedlighting.net	nightwhitelightbulbs.info
bluefreedlighting.org	nightwhitelightbulbs.net
ECONSELIGHITING.COM	nightwhitelightbulbs.org
gan-on-gan.com	nightwhitelighting.com

<u>Domain Name</u>	<u>Domain Name</u>
ganongan.com	nightwhitelighting.info
goluva.com	nightwhitelighting.net
helia-health.com	nightwhitelighting.org
helia-led.com	peopleagainstbadlighting.com
helia-light.com	possible-company.com
helia-lighting.com	possibleco.com
helia-lighting.info	possiblecompanies.com
helia-lighting.net	possiblelight.com
helia-lighting.org	possiblesystem.com
helia-smartlights.com	possibletechusa.com
helia-smartlights.info	salt.lighting
helia-smartlights.net	scuva.com
helia-smartlights.org	scuva.io
helia.com	scuva.life
helialed.com	scuva.net
helialight-bulbs.com	scuva.tech
helialight-bulbs.info	scuva.us
helialight-bulbs.net	scuvalab.com
helialight-bulbs.org	scuvashop.com
helialight.com	soraa.asia
helialightbulbs.com	soraa.biz
helialightbulbs.info	soraa.ca
helialightbulbs.net	soraa.co
helialightbulbs.org	soraa.co.in
helialighting.com	soraa.co.uk
helialighting.info	soraa.com
helialighting.net	soraa.com.tw
helialighting.org	soraa.in
heliasmartlights.com	soraa.info

<u>Domain Name</u>	<u>Domain Name</u>
heliasmartlights.info	soraa.me
heliasmartlights.net	soraa.mx
heliasmartlights.org	soraa.org
hlic.tech	soraa.tw
humanlightinteraction.biz	soraa.us
humanlightinteraction.com	soraa.ws
humanlightinteraction.net	soraa.xxx
humanlightinteraction.org	soraalamps.com
humanlightinteraction.us	soraaleds.com
humanlightinteractionconsortium.biz	soraasky.com
humanlightinteractionconsortium.com	sun-lyght.com
humanlightinteractionconsortium.net	sunlyght.io
humanlightinteractionconsortium.org	sunlyght.life
humanlightinteractionconsortium.tech	sunlyght.me
humanlightinteractionconsortium.us	thehumanlightinteraction.org
korr.ai	thepossiblecompany.com
korr.us	thepossiblegroup.com
korrus.biz	vigor.life
korrus.co	vigor.news
korrus.info	vigorr.io
korrus.io	vigorr.life
korrus.life	wearepossible.co
korrus.me	wearepossible.net
korrus.org	wearepossible.us
korrus.com	korrus.us