### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM731757

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kino Flo, Inc.		08/31/2021	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Chauvet & Sons, LLC
Street Address:	5200 NW 108th Avenue
City:	Sunrise
State/Country:	FLORIDA
Postal Code:	33351
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	1658147	KINO FLO
Registration Number:	3345807	BARFLY
Registration Number:	4187596	CELEB
Registration Number:	2582561	DIVA LITE
Registration Number:	2706219	
Registration Number:	2773013	
Registration Number:	2470307	FOTO-FLO
Registration Number:	4132597	IMARA
Registration Number:	2767366	KAMIO
Registration Number:	2668141	KF29
Registration Number:	2645340	KF32
Registration Number:	2617392	KF55
Registration Number:	1657302	KINO
Registration Number:	2689376	PARABEAM
Registration Number:	2213416	TRUE MATCH
Registration Number:	3259394	VISTABEAM

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

**TRADEMARK** 

**REEL: 007740 FRAME: 0188** 

900698007

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 954-577-4505

**Email:** slampert@chauvetlighting.com

Correspondent Name: Scott Lampert

Address Line 1:5200 NW 108th AvenueAddress Line 4:Sunrise, FLORIDA 33351

NAME OF SUBMITTER:	Scott Lampert
SIGNATURE:	/Scott Lampert/
DATE SIGNED:	06/01/2022

### **Total Attachments: 13**

source=7 - Intellectual Property Assignment Agreement Executed\_KF#page1.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page2.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page3.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page4.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page5.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page6.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page7.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page8.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page10.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page11.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page11.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page12.tif source=7 - Intellectual Property Assignment Agreement Executed\_KF#page13.tif

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of August 31, 2021, is made by Kino Flo Inc. ("Seller"), a California corporation, in favor of Chauvet & Sons, LLC ("Purchaser"), a Delaware limited liability company, the purchaser of the Purchased Assets of Seller pursuant to that certain Purchase Agreement, dated as of the date hereof, by and among Purchaser, Seller, and the other parties thereto (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

### NOW, THEREFORE, the parties agree as follows:

- 1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
  - (a) the Assigned IP set forth on **Exhibit A** hereto;
  - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.
- 3. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

IN WITNESS WHEREOF, the undersigned has caused this IP Assignment to be executed as of the date first written above, by its duly authorized officer.

IP Assignment

IN WITNESS WHEREOF, the undersigned has caused this IP Assignment to be executed as of the date first written above, by its duly authorized officer.

Kino Flo Inc.

Title: Chief Executive Officer

19 Assignment

AGREED TO AND ACCEPTED:

Chauvet & Sons, LLC

Name: Jonathan A. Stein
Title: Vice President, Secretary & Treasurer

### Exhibit A

[See attached.]

NAI-1520811667

 $\odot$ 

### **Patents**

# [Kino Flo patent status June 28, 2021]

Waiting for next action			28-Oct-2020	17/082,454	Published	US	49335P009
All fees paid	29-Jul-2008	7,405,715	05-Feb-2004	10/486,079	Granted	US	49335P008 US
Remarks	Issue Date	Patent No.	Filing Date	Application No.	Status	Country	Case No.

(ii)

## **Trade Names**

Trade Names	Registered or Application Pending	Jurisdictions
Kino Flo	yes	Australia, Canada, China, Egypt, EU, India, Japan, Mexico, New Zealand, Russian Federation, Switzerland, Turkey, UK, US
Kino	no	
4Bank	no	
Select	no	
Flo	no	
Celeb	yes	Canada, EU, India, Japan, Mexico, US
FreeStyle	no	
Image	no	
Diva Lite	yes	Canada, EU, India, Japan, Mexico, US
Foto-Flo	yes	Canada, India, US
Imara	yes	Canada, EU, India, Mexico, US

Tegra	yes	Canada, China, EU
Kamio	yes	China, EU, India, Japan, Mexico, US
Flo LED	yes	China
ParaBeam	yes	China, EU, India, Mexico, US
True Match	yes	Canada, China, EU, India, Japan, Mexico, US
VistaBeam	yes	Canada, EU, India, International Reg. Japan, Mexico, Turkey, US
BarFly	yes	US
KF55	yes	EU, India
FK32	yes	EU, India,
KF29	yes	EU, India,
red endcap design	yes	US
Blue end cap design	yes	US

	<i>y</i> 00	CIIIII		
ParaBeam	yes	China, EU, India, Mexico, US		
True Match	yes	Canada, China, EU, India, Japan, Mexico, US	o, US	
VistaBeam	yes	Canada, EU, India, International Reg. Japan, Mexico, Turkey, US	pan, Mexico, Turkey, US	
BarFly	yes	US		
KF55	yes	EU, India		
FK32	yes	EU, India,		
KF29	yes	EU, India,		
red endcap design	yes	US		
Blue end cap design	yes	US		
<b>Frademarks</b>				
Country		Trademark	Image	Status
Australia		KINO FLO		Registered
Australia		MISCELLANEOUS DESIGN		Registered
Canada		CELEB		Registered
Canada		DIVA-LITE		Renewed
Canada		FOTO-FLO		Renewed

Renewed		PARABEAM	China
Renewed	市站省	KINO FLO IN CHINESE CHARACTERS	China
Renewed	计诺温	KINO FLO (IN CHINESE)	China
Renewed		KINO FLO	China
Renewed		KINO FLO	China
Renewed		KINO & DESIGN	China
Renewed	<b>€LO</b>	KINO & DESIGN	China
Renewed		KAMIO	China
Registered		FLOLED	China
Renewed		DIVALITE	China
Registered		VISTABEAM	Canada
Registered		VISTABEAM	Canada
Renewed		TRUE MATCH	Canada
Registered		TEGRA	Canada
Renewed	Pio	KINO PLUS DESIGN	Canada
Renewed		KINOFLO	Canada
Registered		IMARA	Canada

Renewed	TRUE MATCH	European Union
Registered	TEGRA	European Union
Renewed	PARABEAM	European Union
Renewed	KINO FLO	European Union
Renewed	KINO & DESIGN	European Union
Renewed	KF55	European Union
Renewed	KF32	European Union
Renewed	KF29	European Union
Renewed	KAMIO	European Union
Registered	IMARA	European Union
Renewed	END CAP DESIGN	European Union
Renewed	DIVA-LITE	European Union
Registered	CELEB	European Union
Renewed	KINO FLO	Egypt
Renewed	KINO & DESIGN	Egypt
Renewed	TRUE MATCH	China
Pending	TEGRA	China

European Union	VISTABEAM	Renewed
India	CELEB	Registered
India	DIVALITE	Renewed
India	FOTO-FLO	Renewed
India	KAMIO	Renewed
India	KF29	Renewed
India	KF32	Renewed
India	KF55	Renewed
India	KINO & DESIGN	Renewed
India	KINO FLO	Renewed
India	PARABEAM	Renewed
India	TRUE MATCH	Renewed
India	VISTABEAM	Renewed
International Registration China, European Union, India Japan, Korea, Mexico, Turkey	VISTABEAM	Registered
Japan	CELEB	Registered
Japan	DIVA-LITE	Renewed
Japan	KAMIO	Renewed

Japan	KINO FLO	Renewed
Japan	KINO PLUS DESIGN	Renewed
Japan	TRUE MATCH	Registered
Japan	VISTABEAM	Renewed
Mexico	CELEB	Registered
Mexico	DIVA-LITE	Renewed
Mexico	IMARA	Registered
Mexico	KAMIO	No Maintenance
Mexico	KINOFLO	Renewed
Mexico	KINO PLUS DESIGN	Renewed
Mexico	PARABEAM	Renewed
Mexico	TEGRA	Registered
Mexico	TRUE MATCH	Renewed
Mexico	VISTABEAM	Renewed
New Zealand	KINOFLO	Registered
New Zealand	MISCELLANEOUS DESIGN	Registered
NAI-1520066121v2		

Russian Federation	KINO FLO		Registered
Russian Federation	KINO FLO & DESIGN (NEW LOGO)		Registered
		8	
South Korea	KINOFLO		Renewed
South Korea	KINO PLUS DESIGN		Renewed
	VNIO & DEGICNI		D a channel
SMITZEITAIIG	MINO & DESIGN	Ö	vegisteren
Switzerland	KINO FLO		Registered
Turkey	KINO & DESIGN		Renewed
Turkey	KINO FLO		Renewed
Turkey	VISTABEAM		Renewed
United Kingdom	KINO FLO		Renewed
United Kingdom	KINO PLUS DESIGN		Renewed
US	BARFLY		Renewed
US	CELEB		Registered
US	DIVA-LITE		Renewed
CALCISSOUSSI-IVIN		_	

**Domain Names** 

kinoflo.com and all subdomains and webpages associated therewith, and the registrations thereof

Renewed		VISTABEAM	US
Registered		TRUE MATCH	US
Renewed		PARABEAM	US
Renewed		KINO PLUS DESIGN	US
Renewed		KINO FLO	US
Renewed		KF55	US
Renewed		KF32	US
Renewed		KF29	US
Renewed		KAMIO	US
Registered		IMARA	US
Renewed	**************************************	FOTO-FLO	US
Renewed		END CAP DESIGN - Blue	US
Renewed		END CAP DESIGN - Red	US

**TRADEMARK REEL: 007740 FRAME: 0202** 

**RECORDED: 06/01/2022**