

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xicato, Inc.		07/20/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SBC Xicato Corporation		
Street Address:	14650 Carnelian Glen Ct.		
City:	Saratoga		
State/Country:	CALIFORNIA		
Postal Code:	95070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3577187	XICATO	
Registration Number:	4128043	CORRECTED COLD PHOSPHOR TECHNOLOGY	
Registration Number:	4378535	ARTIST SERIES	
Registration Number:	4735874	VIBRANT SERIES	
Registration Number:	5534330	X	
Registration Number:	5652923	GALAXI	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	3172311313		
Email:	Sarah.Harrell@btlaw.com		
Correspondent Name:	Sarah P. Harrell		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	93674-100		
NAME OF SUBMITTER:	Sarah P. Harrell		
SIGNATURE:	/sharrell/		
DATE SIGNED:	12/07/2022		

OP \$165.00 3577187

Total Attachments: 5

source=Trademark Assignment Agreement-v1#page1.tif

source=Trademark Assignment Agreement-v1#page2.tif

source=Trademark Assignment Agreement-v1#page3.tif

source=Trademark Assignment Agreement-v1#page4.tif

source=Trademark Assignment Agreement-v1#page5.tif

EXHIBIT 6.2 (iii)

TO ASSET PURCHASE AGREEMENT

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of July 20, 2022, by and between Xicato, Inc., a Delaware corporation (“Seller”), and SBC Xicato Corporation, a Delaware corporation (“Buyer”). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of July 20, 2022, (the “Asset Purchase Agreement”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, subject to the terms and conditions of the Asset Purchase Agreement, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the “Marks”); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller’s right, title and interest in and to the Marks to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree, subject to the terms and conditions of the Asset Purchase Agreement, as follows:

1. Seller hereby assigns, transfers and conveys to Buyer all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Seller’s business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SELLER:

Xicato, Inc., a Delaware corporation


By: _____

Name: Konstantin A. Danilov

Title: Chief Restructuring Officer

BUYER:

SBC Xicato Corporation, a Delaware corporation

By:  _____

Name: Amir Zoufonoun

Title: Chief Executive Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)

COUNTY OF Santa Clara)

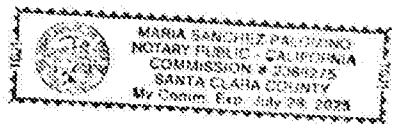
On 07/19/2022 before me, Maria Sanchez Palomino, Notary Public
personally appeared Amir Zoufonoun

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

msanchez
Signature of Notary Public



Place Notary Seal/Stamp Above

SELLER:

Xicato, Inc., a Delaware corporation

By: [Signature]

Name: Konstantin A. Danilov

Title: Chief Restructuring Officer

BUYER:

SBC Xicato Corporation, a Delaware corporation

By: _____

Name: Amir Zoufonoun

Title: Chief Executive Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF New Hampshire

COUNTY OF Rockingham

On July 19, 2022 before me, Kelsey Wight,
personally appeared Konstantin Danilov

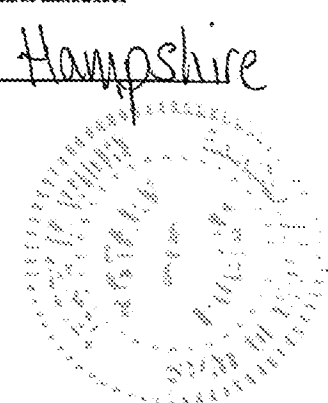
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Hampshire that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

KELSEY M WIGHT
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 30, 2026



Place Notary Seal/Stamp Above

Schedule A
To Trademark Assignment

Marks

Trademarks (Registered):

Trademark Name	Country	Classes / Goods	Application Number	Filing Date	Registration Number	Registration Date
CORRECTED COLD PHOSPHOR TECHNOLOGY	United States	09 Int. solid-state lighting systems consisting of light emitting diodes (LED), polychlorinated biphenyls (PCB), interconnects, heat sinks, and optical cavities	85-304458	04/26/2011	4128043	04/17/2012
ARTIST SERIES	United Kingdom	11 Int. solid state lighting systems consisting of light emitting diodes, polychlorinated biphenyls, interconnects, heat sinks and optical cavities	UK00910929925	05/31/2012	UK00910929925	11/01/2012
ARTIST SERIES	European Union	11 Int. solid state lighting systems consisting of light emitting diodes, polychlorinated biphenyls, interconnects, heat sinks and optical cavities	10929925	05/31/2012	10929925	11/01/2012
CORRECTED COLD PHOSPHOR TECHNOLOGY	European Union	11 Int. solid-state lighting systems consisting of light emitting diodes (LED), polychlorinated biphenyls (PCB), interconnects, heat sinks, and optical cavities	10930981	06/01/2012	10930981	11/01/2012
CORRECTED COLD PHOSPHOR TECHNOLOGY	United Kingdom	11 Int. solid-state lighting systems consisting of light emitting diodes (LED), polychlorinated biphenyls (PCB), interconnects, heat sinks, and optical cavities	UK00910930981	06/01/2012	UK00910930981	11/01/2012
Artist Series	United States	09 Int. solid state lighting systems consisting of light emitting diodes, polychlorinated biphenyls, interconnects, heat sinks and optical cavities	85-619694	05/08/2012	4378535	08/06/2013
X Design	United States	09 Int. computer hardware; computer software for controlling lighting systems	87-727374	12/19/2017	5534330	08/07/2018
GALAXI	United States	09 Int. computer hardware in the nature of a lighting control; computer software for controlling lighting systems	87-727382	12/19/2017	5652923	01/15/2019

VIBRANT SERIES	United States	09 Int. solid state lighting systems consisting of light emitting diodes, printed circuit boards, interconnects, heat sinks and optical cavities	85-967967	06/24/2013	4735874	05/12/2015
XICATO	European Union	06 Int. goods of common metal not included in other classes 09 Int. optical lanterns, thermionic lamps and tubes, optical fibers (light conducting filaments), light dimmers (regulators), electric 11 Int. lighting apparatus and systems; lamps	006694566	02/25/2008	006694566	10/30/2008
XICATO	United Kingdom	06 Int. goods of common metal not included in other classes 09 Int. optical lanterns, thermionic lamps and tubes, optical fibers (light conducting filaments), light dimmers (regulators), electric 11 Int. lighting apparatus and systems; lamps	UK00906694566	02/25/2008	UK00906694566	10/30/2008
XICATO	United States	09 Int. solid-state lighting systems consisting of light emitting diodes (LED), polychlorinated biphenyls (PCB), interconnects, heat sinks, and optical cavities	77-242906	07/31/2007	3577187	02/17/2009
XICATO	China	11 Int. solid state lighting systems which is composed of light emitting diodes (LED), polychlorinated biphenyls (PCB), interconnects, heat sinks and optional cavities; lighting apparatus for vehicles; cooking apparatus and installations; cooling installations and machines; air conditioning installations; heat exchangers [not parts of machines]; water distribution installations; sanitary apparatus and installations; disinfectant apparatus; heaters	6592075	03/12/2008	6592075	05/28/2010

Trademarks (Unregistered):

- None.

Copyrights (Registered):

- None.

Company Logos (Unregistered):

- None.