

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grimco, Inc.		01/15/2024	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Principal Lighting Group, LLC		
Street Address:	3490 Venture Dr.		
City:	San Angelo		
State/Country:	TEXAS		
Postal Code:	76905		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5056384	HANLEYLED	
Serial Number:	97452460	HANLEYLED	
Serial Number:	97452392	HANLEYLED	
Registration Number:	6191550	HANLEYPRO	
CORRESPONDENCE DATA			
Fax Number:	2149535822		
<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:	2149535642		
Email:	cstephens@jw.com		
Correspondent Name:	Chandler Stephens		
Address Line 1:	2323 Ross Ave., Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	150093.00053		
NAME OF SUBMITTER:	Chandler Stephens		
SIGNATURE:	/Chandler Stephens/		
DATE SIGNED:	01/30/2024		
Total Attachments: 5			
source=38707556_1_Execution Copy Intellectual Property Assignment Agreement (Hanley) (006)#page1.tif			

CH \$115.00 5056384

source=38707556_1_Execution Copy Intellectual Property Assignment Agreement (Hanley) (006)#page2.tif
source=38707556_1_Execution Copy Intellectual Property Assignment Agreement (Hanley) (006)#page3.tif
source=38707556_1_Execution Copy Intellectual Property Assignment Agreement (Hanley) (006)#page4.tif
source=38707556_1_Execution Copy Intellectual Property Assignment Agreement (Hanley) (006)#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 15, 2024 (the “**Effective Date**”), is made by Grimco, Inc. (“**Seller**”), a Missouri corporation, located at 11745 Sappington Barracks Road, Sunset Hills, Missouri 63127 (“**Seller**”), in favor of Principal Lighting Group, LLC, a Delaware limited liability company, located at 3490 Venture Dr, San Angelo, Texas 76905 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, by and between Buyer and Seller, dated as of January 16, 2024 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, 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, the United States Copyright Office, and corresponding or any other relevant entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents set forth on Schedule 1 hereto and all applications, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations set forth on Schedule 1 hereto and all applications, issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations set forth on Schedule 1 hereto and all applications, issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) internet domain name registrations;

(e) 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;

(f) 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

(g) 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and officials of corresponding or any other relevant entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments (including as needed a revised version of this IP Assignment), powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This IP Assignment, together with the Purchase Agreement, constitute the entire agreement among the parties with respect to the subject matter hereof. 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 Buyer 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. To be clear, this IP Assignment in no way limits the transfer or assignment of intellectual property as set forth in the Purchase Agreement.

4. Counterparts. 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.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the Effective Date.

GRIMCO, INC.

DocuSigned by:
By Keith Pittillo
8288B15611F947A...
Name: Keith A. Pittillo
Title: Chief Executive Officer

Address for Notices:
11745 Sappington Barracks Road
Sunset Hills, MO 63127

AGREED TO AND ACCEPTED BY:

PRINCIPAL LIGHTING GROUP, LLC

By _____
Name: J. Bryan Vincent
Title: President

Address for Notices:
3490 Venture Dr #101
San Angelo, TX 76905

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the Effective Date.

GRIMCO, INC.

By _____

Name: Keith A. Pittillo

Title: Chief Executive Officer

Address for Notices:

11745 Sappington Barracks Road
Sunset Hills, MO 63127

AGREED TO AND ACCEPTED BY:

PRINCIPAL LIGHTING GROUP, LLC

By  _____

Name: J. Bryan Vincent

Title: President

Address for Notices:

3490 Venture Dr #101
San Angelo, TX 76905

SCHEDULE 1

MARK	JURISDICTION	APP. NO. / REG. NO.	APP. DATE / REG DATE
HANLEYLED	CA	1698737 / TMA1011602	2014-10-20 / 2018-12-20
HANLEYLED	CA	2190977	2022-06-09
HANLEYLED	EU	018690257 / 018690257	2022-04-22 / 2022-09-08
HANLEYLED	UK	UK00003779851 / UK00003779851	2022-04-21 / 2022-07-22
HANLEYLED	US	86/403,123 / 5,056,384	2014-09-23 / 2016-10-04
HANLEYLED	US	97/452,460	2022-06-10
Hanley	CA	2190979	2022-06-09
Hanley	US	97/452,392	2022-06-10
Hanley	CA	1698733 / TMA1012660	2014-10-20 / 2019-01-10
HANLEYPRO	US	88/786,461	6,191,550