

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encelium Technologies ULC		10/31/2011	Unlimited Liability Company: CANADA
RECEIVING PARTY DATA			
Name:	OSRAM SYLVANIA Inc.		
Street Address:	100 Endicott Street		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85307355	POLARIS 3D	
Serial Number:	85381579	ENCELIUM	
CORRESPONDENCE DATA			
Fax Number:	(860)286-0115		
Phone:	(860)286-2929		
Email:	TM-CT@cantorcolburn.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Curtis Krechevsky		
Address Line 1:	Cantor Colburn LLP		
Address Line 2:	20 Church Street, 22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103-3207		
ATTORNEY DOCKET NUMBER:	OSI0237AXX		
NAME OF SUBMITTER:	Curtis Krechevsky		

OP \$65.00 85307355

Signature:	/Curtis Krechevsky/
Date:	03/27/2012
<b>Total Attachments: 9</b> source=Asset Purchase Agreement New Encelium Technologies ULC to OSRAM SYLVANIA Inc#page1.tif source=Asset Purchase Agreement New Encelium Technologies ULC to OSRAM SYLVANIA Inc#page2.tif source=Asset Purchase Agreement New Encelium Technologies ULC to OSRAM SYLVANIA Inc#page3.tif source=Asset Purchase Agreement New Encelium Technologies ULC to OSRAM SYLVANIA Inc#page4.tif source=Asset Purchase Agreement New Encelium Technologies ULC to OSRAM SYLVANIA Inc#page5.tif source=Asset Purchase Agreement New Encelium Technologies ULC to OSRAM SYLVANIA Inc#page6.tif source=Asset Purchase Agreement New Encelium Technologies ULC to OSRAM SYLVANIA Inc#page7.tif source=Asset Purchase Agreement New Encelium Technologies ULC to OSRAM SYLVANIA Inc#page8.tif source=Asset Purchase Agreement New Encelium Technologies ULC to OSRAM SYLVANIA Inc#page9.tif	

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is dated as of the 31<sup>st</sup> day of October, 2011

**B E T W E E N :**

**ENCELIUM TECHNOLOGIES ULC**, a corporation incorporated under the laws of the Province of British Columbia, Canada

(the “**Seller**”)

- and -

**OSRAM SYLVANIA INC.**, a corporation existing under the laws of Delaware, United States of America

(the “**Buyer**”)

### RECITALS

WHEREAS the Seller carries on the business of designing, developing, manufacturing, marketing, licensing and selling commercial lighting management systems (the “**Business**”).

AND WHEREAS the Seller wishes to sell, and the Buyer wishes to purchase, the Business and substantially all of the Seller’s assets that are used in connection with the Business.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:

### ARTICLE 1 PURCHASE AND SALE

#### 1.1 Agreement of Purchase and Sale

By executing and delivering this Agreement, the parties agree that, subject to the terms and conditions of this Agreement, the Seller will sell and the Buyer will purchase, as of and with effect from the opening of business on the date of this Agreement (the “**Closing Date**”), as a going concern, all of the rights, assets, privileges, benefits and property of whatever nature or kind and wherever situated, owned, or used by the Seller or held by it for use primarily in, or primarily with respect to the operation of, the Business except for the Excluded Assets (the “**Purchased Assets**”) including without limitation the following properties, assets and rights:

1.1.1 any contract, agreement, indenture, note, bond, loan, lease, conditional sale, purchase or sales order, mortgage, license or other arrangement or agreement, written or oral (the “**Contracts**”);

- 1.1.2 all facilities, machinery, equipment, fixtures, vehicles, material handling equipment, implements, inventories of maintenance and spare parts, tools and tooling supplies, accessories and all other tangible or corporeal property of any kind used or held for use primarily in or in respect of the Business whether located in or on the premises of the Seller or elsewhere and all rights, privileges, licences and entitlements to use same in the same manner as are and have been used by the Seller;
- 1.1.3 all trademarks and trademark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, all associated registrations and applications for registration, and all associated rights, including moral rights (the “**Intellectual Property**”);
- 1.1.4 all authorizations, registrations, permits, certificates of approval, approvals, grants, licences, quotas, consents, commitments, rights or privileges (other than those relating to the Intellectual Property) issued or granted by any governmental authority to the Seller in respect of the Business (the “**Permits**”); and
- 1.1.5 all accounts receivable and other amounts due, owing or accruing due to the Seller in connection with the Business, without deduction or reserve for uncollectible amounts,

but excluding the following (the “**Excluded Assets**”):

- 1.1.6 the certificate of incorporation, certificate of continuation, certificate of amalgamation, notice of articles, by-laws, operating agreements, foreign qualifications, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, share or other securities transfer books, blank share certificates, account books of original entry, cheques, payments records, records relating to all taxes, assessments, charges, duties, fees, levies or other governmental charges, and other documents, records and information relating to the organization, maintenance and existence of the Seller as an entity;
- 1.1.7 any relationships and Contracts with the employees of the Seller, and all written and material unwritten employee benefit plans (within the meaning of Section 3(3) of Employee Retirement Income Security Act of 1974, as amended), programs, policies, practices, contracts, agreements and other arrangements providing benefits or compensation (the “**Employment Relationships**”);
- 1.1.8 the lease made as of September 1, 2008 between Unicorr Limited, as landlord, and Encelium Technologies Inc. relating the premises known municipally as 68 Leek Crescent, Richmond Hill, Ontario, L4B 1H1 (the “**Leased Premises**”), as may have been amended or restated;
- 1.1.9 all office furniture, furnishings and equipment located in or on the Leased Premises;

1.1.10 the goodwill of the Business relating to the Employment Relationships for those employees located in Canada; and

1.1.11 the Canadian customer list and associated goodwill.

## 1.2 Assets Held in Trust

The Company will hold in trust, for the benefit of the OSI, any Contract, lease, Permit or other right, the assignment of which requires a consent of any other party which has not or cannot be obtained, and will take any and all action with respect to any such Contract, lease, Permit or other right as the OSI may reasonably direct for the OSI's account and benefit.

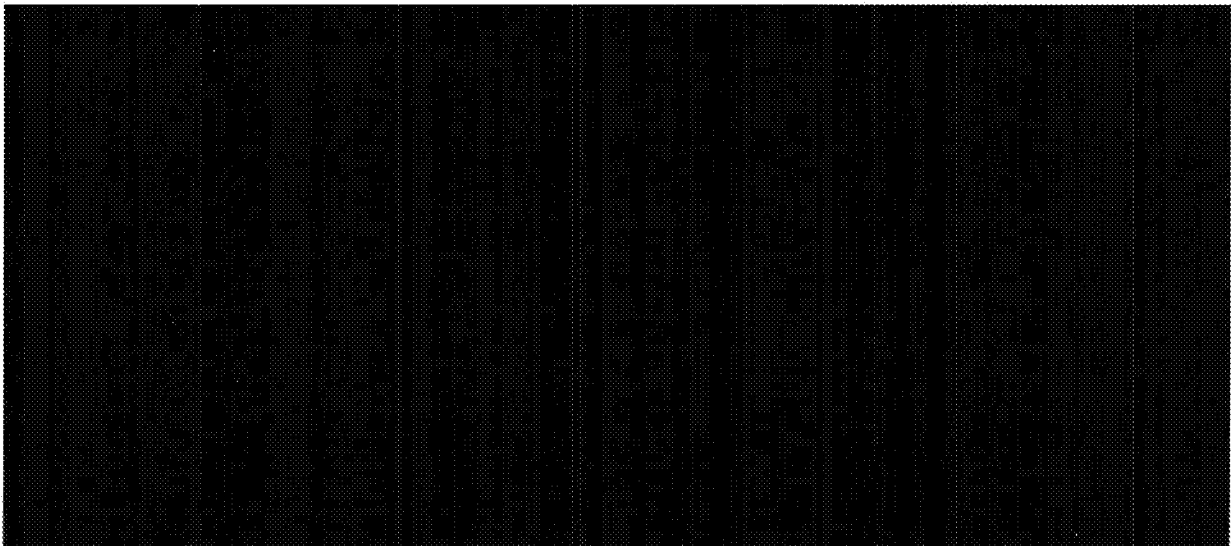
## 1.3 Assumption of Obligations

Effective as of, and with effect from the opening of business on this, the Closing Date, the Buyer will assume, pay when due, perform and discharge all of the debts, obligations, duties or liabilities of the Seller (the "**Liabilities**"), existing up to the Closing Date under or with respect to the Purchased Assets (the "**Assumed Liabilities**"), pursuant to the terms of an assumption agreement substantially in the form attached hereto as Exhibit 1.3 (the "**Assumption Agreement**").

## ARTICLE 2 PURCHASE PRICE

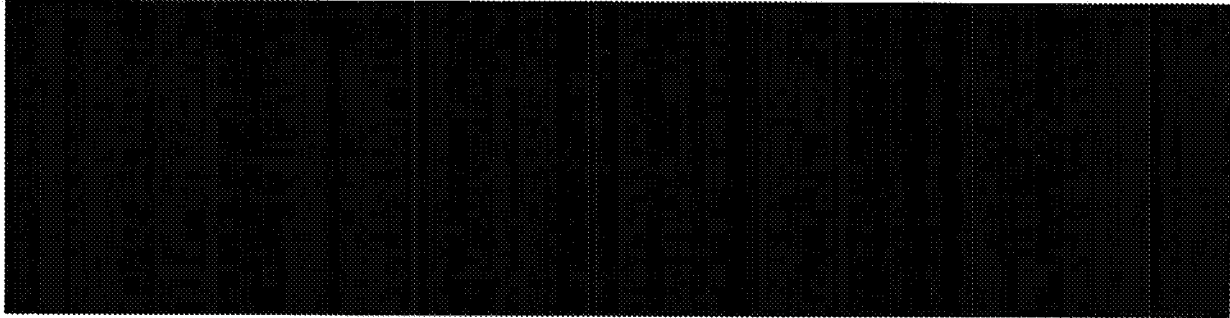
### 2.1 Purchase Price

The aggregate purchase price payable by the Buyer to the Seller for the Purchased Assets (the "**Purchase Price**") is equal to the fair market value of the Purchased Assets as of the Closing Date, which will be an amount equal to the sum of:



Such amounts to be determined by the Buyer and Seller, acting reasonably, within ninety (90) days following the Closing Date.

**2.2 Payment of Purchase Price**

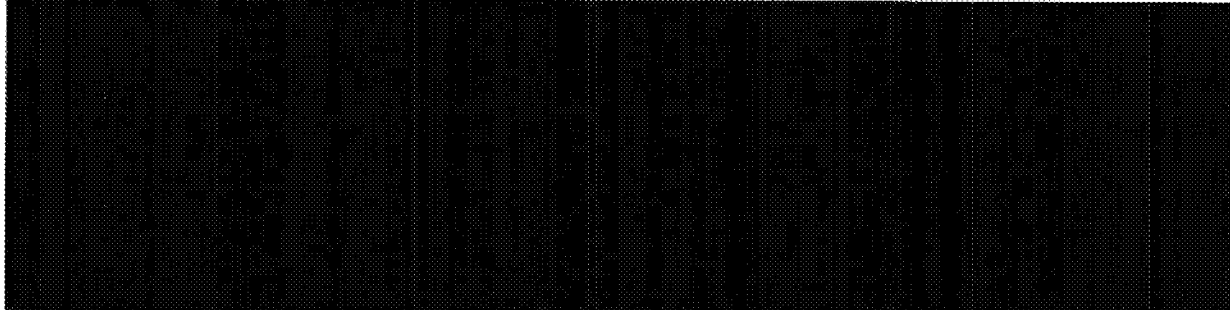


**ARTICLE 3  
TAXES**

**3.1 Responsibility for Taxes**



**3.2 Sales Tax Clearance Certificates**



**ARTICLE 4  
REPRESENTATIONS AND WARRANTIES**

**4.1 Seller's Representations and Warranties**

The Seller represents and warrants to the Buyer that:

- 4.1.1 the Seller is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia;
- 4.1.2 the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Seller;

- 4.1.3 the Seller is not a party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this Agreement by the Seller or the performance of its obligations under this Agreement;
- 4.1.4 the Seller owns, possesses and has good and marketable title to all of the Purchased Assets, free and clear of all liens, charges and encumbrances (other than liens for current taxes not yet due) and at the Closing Date, the Seller will have the absolute and exclusive right to sell the Purchased Assets to the Buyer as contemplated by this Agreement;
- 4.1.5 the Seller is not considered a non-resident of Canada for purposes of the *Income Tax Act* (Canada).

**4.2 Buyer's Representations and Warranties**

The Buyer represents and warrants to the Seller that:

- 4.2.1 the Buyer is a corporation existing under the laws of the State of Delaware;
- 4.2.2 the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Buyer; and
- 4.2.3 the Buyer is not party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this Agreement by the Buyer or the performance of its obligations under this Agreement.

**4.3 Survival**

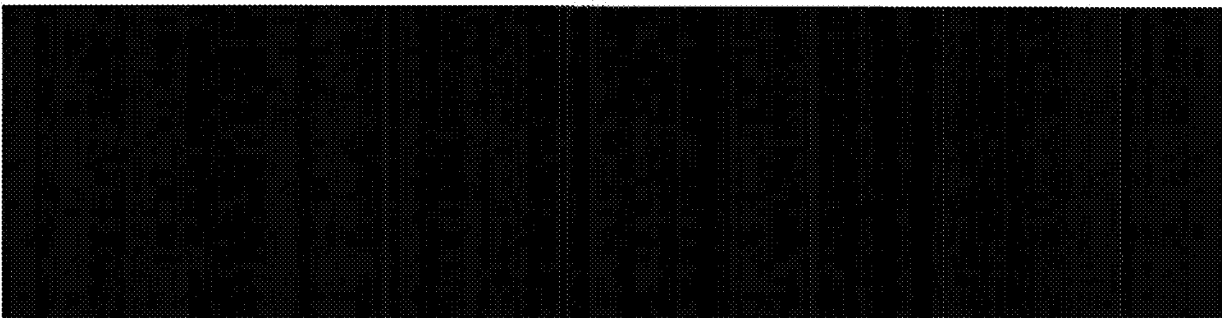
All of the representations, warranties and covenants in this Agreement will survive the closing of the transaction contemplated under this Agreement and will continue in full force and effect for the benefit of the party in whose favour they are made, and be binding upon the party by whom they are made, for a period of one year after the Closing Date.

**ARTICLE 5  
COVENANTS**

**5.1 Bulk Sales Compliance**



**5.2 Personal Information—Post-Closing**



The obligations imposed by this Section 5.2 will be perpetual.

**ARTICLE 6  
CLOSING ARRANGEMENTS**

**6.1 Seller's Deliveries**

The Seller is now delivering to the Buyer the following:

- 6.1.1 all other conveyances, transfers, assignments and other documents necessary to transfer good and marketable title, free and clear of all liens, charges and encumbrances, in the Purchased Assets to the Buyer; and
- 6.1.2 evidence satisfactory to the Buyer that all necessary corporate action has been duly taken to approve this Agreement and the completion of the transactions contemplated by this Agreement.

**6.2 Buyer's Deliveries**

The Buyer is now delivering to the Seller the following:

- 6.2.1 the duly executed Assumption Agreement and Promissory Note; and
- 6.2.2 evidence satisfactory to the Seller that all necessary corporate action has been duly taken to approve this Agreement and the completion of the transactions contemplated by this Agreement.

**6.3 Acknowledgement**

By paying the Purchase Price in accordance with the provisions of Section 2.1, and by conveying the Purchased Assets to the Buyer, the Buyer and the Seller, respectively, acknowledge that the deliveries required by Sections 6.1 and 6.2 have been made.



**ARTICLE 7  
GENERAL**

**7.1 Time of Essence**

Time is of the essence in all respects of this Agreement.

**7.2 Notices**

Any notice, demand, request or other communication which is required or permitted under this Agreement, must be in writing and either: delivered personally or by courier; or sent by prepaid registered mail and must be sent to the intended recipient at its address as follows:

to the Seller at: PO Box 49290  
1000 – 595 Burrard Street  
Vancouver, BC  
V7X 1S8

to the Buyer at: 100 Endicott Street  
Danvers, MA 01923  
USA

or at any other address as any party may at any time advise the other. Any such notice, demand, request or other communication delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a business day then it will be deemed to have been given or made and received on the next business day.

**7.3 Governing Law**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

**7.4 Further Assurances**

Each of the parties, upon the request of the other party, will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to complete and give full effect to the transactions contemplated by this Agreement.

**7.5 Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with

respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

**7.6 Assignment and Enurement**

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either party without the prior consent of the other party. This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

**7.7 Counterparts and Electronic Delivery**

This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

Each of the parties has executed and delivered this Agreement as of the date first written above.

**ENCELIUM TECHNOLOGIES ULC**

Per: \_\_\_\_\_  
Name: Thomas E. Shottes  
Title: President and CEO

**OSRAM SYLVANIA INC.**

Per: \_\_\_\_\_  
Name: Jean -Paul Michel  
Title: Executive Vice President and Chief  
Financial Officer

Per: \_\_\_\_\_  
Name: Thomas E. Shottes  
Title: Sr. Vice-President, SSL

Signature Page to Asset Purchase Agreement between OSI and Encellium Technologies ULC

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