

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	12/22/2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEDALITE ARCHITECTURAL PRODUCTS		12/22/2009	Limited Partnership:
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
LUMEC inc.	12/22/2009	Corporation:	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	lumec holding corporation		
Street Address:	640 Cure-Boivin Blvd.		
City:	Boisbriand		
State/Country:	CANADA		
Postal Code:	J7G2A7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1472137	LEDALITE	
Registration Number:	3181898	EDAPT	
CORRESPONDENCE DATA			
Fax Number:	9144959570		
<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:	9144959564		
Email:	dan.piotrowski@philips.com		
Correspondent Name:	Daniel Piotrowski		
Address Line 1:	465 Columbus Avenue, Suite 330		
Address Line 4:	valhalla, NEW YORK 10595		
NAME OF SUBMITTER:	daniel piotrowski		
SIGNATURE:	/Daniel Piotrowski/		
DATE SIGNED:	03/30/2017		

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Total Attachments: 4

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GENERAL CONVEYANCE AND ASSUMPTION AGREEMENT

THIS AGREEMENT made this 22nd day of December, 2009

B E T W E E N:

LEDALITE ARCHITECTURAL PRODUCTS, a limited partnership established under the laws of the Province of Ontario (the "Limited Partnership")

- and -

LUMEC HOLDING CORP, a corporation existing under the laws of the Province of British Columbia ("Lumec Holding")

- and -

LUMEC INC., a corporation existing under the laws of the Province of Quebec ("Lumec")

WHEREAS Lumec Holding holds 99.99% of the issued and outstanding units of the Limited Partnership

AND WHEREAS Lumec holds 0.01% of the issued and outstanding units of the Limited Partnership;

AND WHEREAS the Lumec Holding and Lumec have determined it is desirable to dissolve the Limited Partnership;

AND WHEREAS it is intended that such dissolution of the Limited Partnership be completed on a tax deferred basis pursuant to subsection 98(3) of the *Income Tax Act* (Canada);

AND WHEREAS prior to such dissolution, Lumec Holding and Lumec have assumed the liabilities of the Limited Partnership;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Limited Partnership hereby conveys, assigns, transfers and sets over to Lumec Holding, to have and to hold forever to the use of Lumec Holding, its successors and assigns, all right, title, interest and benefit of every nature in and to, an undivided 99.99% interest in each asset of the Limited Partnership (the "Lumec Holding Distributed Assets"), of whatsoever kind and nature and wheresoever situate, all as of the close of business on the date of this Agreement, and without limiting the generality of the foregoing, an undivided 99.99% interest in each of the following assets of the Limited Partnership:

- (a) all cash, accounts in banks or other depositories and accounts receivable;
- (b) all agreements, contracts, licenses, leases, privileges or concessions;
- (c) all securities, wherever situate, and all shares in the capital of any other bodies corporate, partnerships or trusts;
- (d) all interest and benefit in and to any prepaid expenses and any refunds or rebates due or to become due, including any tax refund claims; and
- (e) all goodwill of the Limited Partnership including any goodwill in the name of the Limited Partnership or any variation thereof.

2. The Limited Partnership hereby conveys, assigns, transfers and sets over to Lumec, to have and to hold forever to the use of Lumec, its successors and assigns, all right, title, interest and benefit of every nature in and to, an undivided 0.01% interest in each asset of the Limited Partnership (the "Lumec Distributed Assets"), of whatsoever kind and nature and wheresoever situate, all as of the close of business on the date of this Agreement, and without limiting the generality of the foregoing, an undivided 0.01% interest in each of the following assets of the Limited Partnership:

- (a) all cash, accounts in banks or other depositories and accounts receivable;
- (b) all agreements, contracts, licenses, leases, privileges or concessions;
- (c) all securities, wherever situate, and all shares in the capital of any other bodies corporate, partnerships or trusts;
- (d) all interest and benefit in and to any prepaid expenses and any refunds or rebates due or to become due, including any tax refund claims; and
- (e) all goodwill of the Limited Partnership including any goodwill in the name of the Limited Partnership or any variation thereof.

3. The relevant costs and proceeds of disposition of the Lumec Holding Distributed Assets and the Lumec Distributed Assets for Canadian federal income tax purposes shall be as determined in accordance with the rules set out in subsection 98(3) of the *Income Tax Act* (Canada).

4. Lumec Holding and Lumec shall file a joint election under subsection 98(3) of the *Income Tax Act* (Canada) (and any applicable corresponding provincial tax election) in respect of the dissolution of the Limited Partnership.

5. The Limited Partnership shall do, make and execute all such things, documents, instruments or assurances as may be necessary or desirable to effect a valid assignment, transfer or conveyance pursuant hereto or to permit any public recording thereof.

6. The parties hereto and each of them agree to make, do, execute, endorse, acknowledge and deliver or cause and procure to be made, done, executed, endorsed, acknowledged, filed, registered and delivered any and all further acts and assurances including, without limitation, any conveyance, deed, assignment, certificate or other instrument in writing as may, in the opinion of either of them, be necessary or desirable to give effect to this Agreement and to take all such other action as may be required or desirable to complete the transactions contemplated herein.

7. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

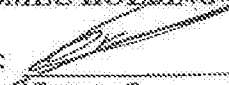
8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

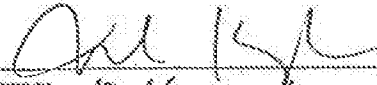
9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or other means of electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

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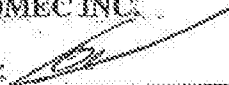
IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed as of the date and year first above written.

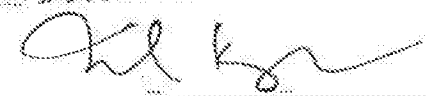
LUMEC HOLDING CORP.

By: 
Name: Chris van de Boven
Title: Treasurer


By: 
Name: on. [unclear]
Title: Sec

LUMEC INC.

By: 
Name: Chris van de Boven
Title: Treasurer

By: 
Name: on. [unclear]
Title: Sec

LUMEC HOLDING CORP. in its capacity as the general partner of LEDALITE ARCHITECTURAL PRODUCTS

By: 
Name: Chris van de Boven
Title: Treasurer