

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Art of Light IP Inc.		01/03/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Retrofit Source, LLC		
Street Address:	2195 DEFOOR HILLS ROAD H-M		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77831158	XENONDEPOT	
Serial Number:	77831143	XTREME HID	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon St., Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	01/04/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") by and among **Art of Light IP Inc.**, an Ontario corporation (the "Assignor") and **The Retrofit Source, LLC**, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor and the Assignee, among others, have entered into that certain Asset Purchase Agreement dated on or about the date hereof (the "Purchase Agreement"), providing for, among other things, the assignment by the Assignor to Assignee of the trademarks listed on the attached Schedule A, including any and all common law rights and any registrations or applications pertaining thereto together with any prospective rights to register the marks anywhere in the world and the goodwill symbolized by such marks (collectively, the "Trademarks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

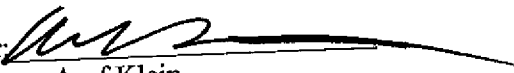
1. The Assignor does hereby irrevocably assign, transfer and convey unto the Assignee all right, title and interest in and to the Trademarks, whether statutory or at common law, together with the goodwill of the business symbolized by the Trademarks, and any royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing; along with the right to sue and recover for, and the right to profits, penalties, damages or other payments due or accrued arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Trademarks or such represented goodwill.

2. The Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform other reasonable acts the Assignee may require in order to vest all the Assignor's right, title and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the
3rd day of January, 2019.

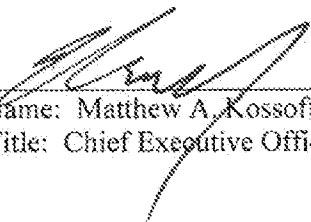
ART OF LIGHT IP INC.

Per: 
Name: Asaf Klein
Title: President

Trademark Assignment (U.S.)

TRADEMARK
REEL: 006516 FRAME: 0905

THE RETROFIT SOURCE, LLC

Per: 
Name: Matthew A. Kossoff
Title: Chief Executive Officer

Schedule A
Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date
XENONDEPOT	77831158	Sept 21, 2009	3,809,765	June 29, 2010
XTREME HID	77831143	Sept 21, 2009	3,840,231	Aug 31, 2010