

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIZCONNECTED COMPANY LIMITED		05/27/2019	Corporation: HONG KONG
RECEIVING PARTY DATA			
Name:	WIZ CONNECTED LIGHTING CO. LIMITED		
Street Address:	20/F TOWER 2, ENTERPRISE SQUARE, NO. 9, SHEUNG YUET ROAD		
City:	KOWLOON BAY		
State/Country:	HONG KONG		
Entity Type:	Corporation: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86721701	WIZ	
CORRESPONDENCE DATA			
Fax Number:	5039729115		
<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:	(503) 224-6655		
Email:	mandi@khpatent.com		
Correspondent Name:	DAVID P. COOPER / KOLISCH HARTWELL, P.C.		
Address Line 1:	520 S.W. YAMHILL ST., SUITE 300		
Address Line 4:	PORTLAND, OREGON 97204		
ATTORNEY DOCKET NUMBER:	LST402		
DOMESTIC REPRESENTATIVE			
Name:	David P. Cooper / Kolisch Hartwell, P.C.		
Address Line 1:	520 S.W. Yamhill St., Suite 300		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	DAVID P. COOPER		
SIGNATURE:	/ David P. Cooper /		
DATE SIGNED:	09/10/2019		
Total Attachments: 9			

OP \$40.00 86721701

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source=Executed_General_Assignment_Wizconnected_Company_Limited_to_Wiz_Connected_Lighting_Co_Limited_LS

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS AGREEMENT is dated 27 May 2019 (the "Agreement").

Parties

- (1) **WIZCONNECTED COMPANY LIMITED**, incorporated and registered in Hong Kong of Room 3302, 148 Electric Road, North Point, Hong Kong (the "Assignor").
- (2) **WIZ CONNECTED LIGHTING CO. LIMITED**, incorporated and registered in Hong Kong of 20/F Tower 2, Enterprise Square, No. 9, Sheung Yuet Road, Kowloon Bay, Hong Kong (the "Assignee").

Background

The Assignor has agreed to assign to the Assignee the intellectual property rights shown in the Schedule to this agreement.

Agreed terms

1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

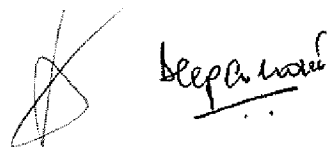
1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in Hong Kong when banks in Hong Kong are open for business.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Patents: the patents and the applications, short particulars of which are set out in the Schedule.

Trade Marks: the registered trade marks, the applications and the unregistered trade marks and trade names (if any), short particulars of which are set out in the Schedule.

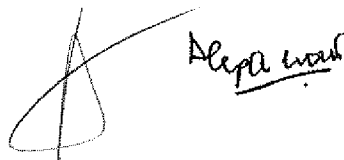
Handwritten signature and a stamp that reads "Seepa" with a line underneath.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to writing or written includes fax and email.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2 **Assignment**

In consideration of the sum of HKD100.00 (receipt of which the Assignor expressly acknowledges by execution of this agreement), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the patents, and trade marks;
- (b) all goodwill attaching to the trade marks and in respect of the business relating to the goods or services in respect of which the trade marks are registered or used;
- (c) the right to bring, make, oppose, defend, or appeal proceedings, claims, or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement;
- (d) the right to claim priority from any patent or trade mark application set out in the Schedule (including under the Paris Convention or under World Trade Organization agreements) including International Patent Cooperation Treaty (PCT) Applications, so that the grant of any patents or other similar forms of protection shall be in the name of, and vest in, the Assignee; and
- (e) the full right to apply for and obtain patent and trade mark registrations, or other similar forms of protection, in respect of the applications set out in the Schedule



A handwritten signature in black ink, appearing to read 'Alpa' followed by a flourish.

throughout the world, to the intent that the registration of any patents or trade marks or other similar forms of protection shall be in the name of, and vest in, the Assignee;

3 Further assurance

At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to, procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

4 Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5 Liability

The Assignor excludes all liability to the Assignee, to the fullest extent permissible by law that may arise in relation to the assigned rights after the date of this agreement whether arising from negligence or otherwise.

6 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7 Severance

7.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

7.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.



A handwritten signature, possibly 'Depono', is written in black ink. To its right, the word 'Depono?' is written in a similar cursive style, with a question mark at the end.

8 **Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9 **Third party rights**

No one other than a party to this agreement, their successors, and their permitted assignees shall have any right to enforce any of its terms.

10 **Notices**

10.1 All notices required or permitted by this agreement shall be in writing and in the English language and shall be sent to the recipient at its address set out above, or as otherwise directed by the recipient by notice given in accordance with this clause.

10.2 Notices shall be delivered by hand or sent by registered post, courier or by facsimile. If delivered by hand or sent by courier, notice will be deemed given on the date of receipt, if sent by facsimile, on the date of transmission, and if sent by registered post, five (5) days after being posted.

10.3 A notice given under this agreement is valid if sent by e-mail.

11 **Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Executed by WIZCONNECTED COMPANY LIMITED
acting by the undersigned:



NAME: Jean Edes LERET
TITLE: CEO

Executed by WIZ CONNECTED LIGHTING CO. LIMITED
acting by the undersigned:



NAME: DEEPAK MOHTA
TITLE: DIRECTOR

SCHEDULE

Trade Mark Applications and Registrations

JURISDICTION	TRADE MARK	APPLICATION/REGISTRATION NUMBER	CLASSES
Australia	WIZ	1707255	9, 11
China	WIZ	17472627	11
New Zealand	WIZ	1022958	9,11
Europe	WIZ	014333521	9,11
Hong Kong	WIZ	303463498	9.11
United States of America	WIZ	86/721,701	9
United States of America	WIZ	86/984,277 5,656,140	11
Canada	WIZ	1,794,914	11
South Korea	WIZ	40-2016-0115347 40-1321644	9
South Korea	WIZ	40-2016-0115354 40-1321603	11
Japan	WIZ	2016-142463 6030404	11
Japan	WIZ	2018-24013	9
Russia	WIZ	2016746947 675611	11
Russia	WIZ	2018719622	9
Mexico	WIZ	Application No. 1834585 Registration No. 1796203	11

JURISDICTION	TRADE MARK	APPLICATION/REGISTRATION NUMBER	CLASSES
India	WIZ	3996503	9,11

PATENT APPLICATIONS AND REGISTRATIONS

JURISDICTION	TITLE	APPLICATION/REGISTRATION NUMBER
Australia	A System and Method for Controlling a Group of Lighting Modules	2015328082
Australia	Configurable Lighting System and Method	2016396880
Australia	System and Method for Operation of Multiple Lighting Units in a Building	2016396881
China	Configurable Lighting System and Method	201680085440.9
China	System and Method for Operation of Multiple Lighting Units in a Building	201680085452.1
Europe	A System and Method for Controlling a Group of Lighting Modules	15851620.3
Europe	Configurable Lighting System and Method	16845314.0
Europe	System and Method for Operation of Multiple Lighting Units in a Building	16845322.3
Europe	A Device, System and Method for Controlling Operation of Lighting Units	17721042.4
Europe	A Device, System and Method for Controlling Operation of Lighting Units	17709336.6
India	Configurable Lighting System and Method	201817037341
India	System and Method for Operation of Multiple Lighting Units in a Building	201817037336
Japan	A System and Method for Controlling a Group of Lighting Modules	2016-524568
Mexico	Configurable Lighting System and Method	MX/a/2018/010812
Mexico	System and Method for Operation of Multiple Lighting Units in a Building	MX/a/2018/010810
PCT	A Device, System and Method for Controlling Operation of Lighting Units	PCT/CN2017/074600
PCT	A Device, System and Method for Controlling Operation of Lighting Units	PCT/CN2017/074602

JURISDICTION	TITLE	APPLICATION/REGISTRATION NUMBER
PCT	A System and Method for Controlling Output of a Dynamic Lighting Scene by a Group of Lighting Units	PCT/CN2017/098654
United States of America	A System and Method for Controlling a Group of Lighting Modules	15/505,877
United States of America	Configurable Lighting System and Method	15/514,769
United States of America	System and Method for Operation of Multiple Lighting Units in a Building	15/514,770
United States of America	A Device, System and Method for Controlling Operation of Lighting Units	15/550,593
United States of America	A Device, System and Method for Controlling Operation of Lighting Units	15/554,678