

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577267

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Legal Entity Type of the Assignor previously recorded on Reel 006688 Frame 0547. Assignor(s) hereby confirms the ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAOLIGHT COMPANY LIMITED		04/10/2020	Company: 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:	Limited Liability Company: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5656140	WIZ	
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:	732-874-3542		
Email:	rene.j.mulders@signify.com		
Correspondent Name:	Daniel J. Piotrowski		
Address Line 1:	465 Columbus Avenue, Suite 330		
Address Line 4:	Valhalla, NEW YORK 10595		
ATTORNEY DOCKET NUMBER:	2019T85057US		
DOMESTIC REPRESENTATIVE			
Name:	Daniel J. Piotrowski		
Address Line 1:	465 Columbus Avenue, Suite 330		
Address Line 4:	Valhalla, NEW YORK 10595		
NAME OF SUBMITTER:	Daniel J. Piotrowski		
SIGNATURE:	/Daniel J. Piotrowski/		

CH \$40.00 5656140

DATE SIGNED:

05/20/2020

Total Attachments: 16

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TRADEMARK ASSIGNMENT


WHEREAS, TAOLIGHT COMPANY LIMITED, a Hong Kong company, with a principal place of business in North Point, Hong Kong, is the sole and exclusive owner of any and all proprietary rights in the mark WIZ including those rights attendant the attached Confirmatory Deed of Assignment of Patent and Trademark Applications and Registrations and U.S. Trademark Application No. 86/984,277, filed October 30, 2018 for the mark WIZ ("the WIZ Rights").

WHEREAS, WIZ CONNECTED LIGHTING CO. LIMITED, a Hong Kong company, with a principal place of business in Kowloon Bay, Hong Kong, is desirous of acquiring all of the WIZ Rights.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, TAOLIGHT COMPANY LIMITED does hereby assign unto WIZ CONNECTED LIGHTING CO. LIMITED all right, title and interest in and to the WIZ Rights including any and all goodwill associated with the WIZ Rights.

TAOLIGHT COMPANY LIMITED

Date: 27 May 2019

Signature: 

Name: Jean-Eudes Leroy

Title: Managing Director

WIZ CONNECTED LIGHTING CO. LIMITED

Date: 27 May 2019

Signature: 

Name: Deepak Mohta

Title: Director

**CONFIRMATORY DEED OF ASSIGNMENT OF PATENT AND TRADE
MARK APPLICATIONS AND REGISTRATIONS**

THIS ASSIGNMENT AGREEMENT is made the 10th day of August 2018

PARTIES:

(1) The ASSIGNOR:

TAOLIGHT COMPANY LIMITED of Room 3302, 148 Electric Road, North Point, Hong Kong.

(2) The ASSIGNEE:

WIZCONNECTED COMPANY LIMITED of Room 3302, 148 Electric Road, North Point, Hong Kong.

WHEREAS:

- (A) The Assignor is the sole owner of the patent and trade mark applications and registrations listed in the SCHEDULE.
- (b) The Assignor has agreed to assign to the Assignee all rights, title and interest in respect of the patent and trade mark applications and registrations.

OPERATIVE PROVISIONS:

1. "Agreement" shall mean this Assignment Agreement.
2. In pursuance of the present Agreement and in consideration of the sum of HK\$100 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges by execution of this Agreement) the Assignor HEREBY CONFIRMS ASSIGNMENT to the Assignee of:
 - 2.1. all rights, titles and interests possessed by the Assignor in respect of the patent and trade mark applications and registrations; and
 - 2.2. all rights arising from this Agreement, including without limitation, the right to bring proceedings for any previous infringement of the rights assigned by this Agreement.
3. The Assignor shall execute, sign all such instruments, applications, documents, and perform all such acts as shall be necessary for registering the Assignee's title to the patent and trade mark applications and registrations and for evidencing the assignment of the rights hereunder to the Assignee.
4. The Assignor and Assignee hereby agree that this Agreement shall be governed by the laws of Hong Kong and hereby submit to the non-exclusive jurisdiction of the Courts of Hong Kong.

ASSIGNOR:

TAOLIGHT COMPANY LIMITED

SIGNATURE: _____

NAME:

LEADY Jean - Eides

TITLE:

Managers Director

ASSIGNEE:

WIZCONNECTED COMPANY LIMITED

SIGNATURE: _____

NAME:

LEADY Jean - Eides

TITLE:

CEO

SCHEDULE

Patent Applications and Registrations

<u>Application/Registration Number</u>	<u>Country</u>
2015328082	Australia
15851620.3	Europe
16845314.0	Europe
16845322.3	Europe
17721042.4	Europe
17709336.6	Europe
2016-524568	Japan
PCT/CN2016/076143	PCT
PCT/CN2016/076144	PCT
PCT/CN2017/074600	PCT
PCT/CN2017/074602	PCT
PCT/CN2017/098654	PCT
15/505,877	United States of America
15/514,769	United States of America
15/514,770	United States of America
15/550,593	United States of America
15/554,678	United States of America

Trade Mark Applications and Registrations

<u>Application/Registration Number</u>	<u>Mark</u>	<u>Country</u>
1707255	WIZ	Australia
1,794,914	WIZ	Canada
17472627	WIZ	China
014333521	WIZ	Europe
303463498	WIZ	Hong Kong
2016-142463	WIZ	Japan
2018-24013	WIZ	Japan
40-2016-0115347 / 40-1321644	WIZ	South Korea
40-2016-0115354 / 40-1321603	WIZ	South Korea
1834584	WIZ	Mexico
1834585 / 1796203	WIZ	Mexico
1022958	WIZ	New Zealand
2016746947	WIZ	Russia
2018719622	WIZ	Russia
86/721,701	WIZ	United States of America

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.

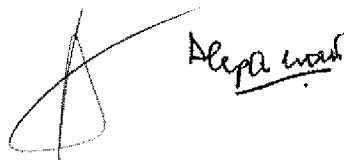
Two handwritten signatures in black ink. The first signature is a stylized, abstract scribble. The second signature is more legible, appearing to read 'Seepa' followed by a flourish.

- 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.

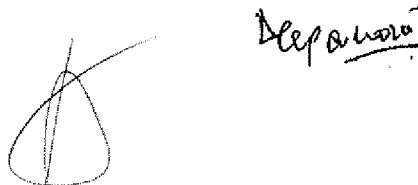
6 Variation

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 'Aepa' or similar, is written in black ink. To its right, the name 'Aepa' is written in a cursive, handwritten style.

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 Edouard LERET
TITLE: CEO

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



NAME: DEEPAK MOHITA
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

DEED OF ASSIGNMENT

This ASSIGNMENT made the 10th April of Two Thousand Twenty (2020)

BETWEEN

TAOLIGHT COMPANY LIMITED, a company organized and existing under the laws of the state of Hong Kong (hereinafter "Assignor") of the one part,

And

WIZ CONNECTED LIGHTING CO. LIMITED, a limited liability company organized and existing under the laws of Hong Kong (hereinafter "Assignee") of the one part,

Trademark	Serial number	Registration number
WIZ	86984277	5656140

WHEREAS Assignor is the registered proprietor of the trademark listed below in the United States of America, (hereinafter "the Trademark");

WHEREAS, Assignor is desirous to acquire ownership of the Trademark;

WHEREAS, the parties wish to ensure the assignment of the Trademark such that Assignee may shall acquire all right, title, interest and goodwill in and to said Trademark, including the goodwill of the business in which the trademark are used, or with that part of the good will of the business connected with the use of and symbolized by the trademark;

NOW THIS DEED WITNESSES that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms assignment and transfer to Assignee, its successors and assign, of all right, title, interest and goodwill in and to the Trademark, including (a) all rights in and to causes of action and enforcement rights for the Trademark to pursue damages, injunctive relief and other remedies for past, present and future infringement of such Trademark and (b) all rights to apply in any and all countries in the world for the Trademark. Assignee has accepted, and hereby accepts, such assignment.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement the day and year first above written.

TAOLIGHT COMPANY LIMITED

WIZ CONNECTED LIGHTING CO. LIMITED

Name:
Title:

Eric Y. Dixon

Name:
Title:

Rowena Lee
21/4/2020