

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653841

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Change of Name and record as Assignment from Low Voltage Systems, Inc. to Low Voltage Systems, LLC previously recorded on Reel 006800 Frame 0365. Assignor(s) hereby confirms the Assignment from Low Voltage Systems, Inc. to Low Voltage Systems, LLC. See April 27, 2021 Section 7 Request..
RESUBMIT DOCUMENT ID:	900612598

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Low Voltage Systems, Inc.		11/25/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Low Voltage Systems, LLC
Street Address:	15007 WICKS BLVD.
City:	SAN LEANDRO
State/Country:	CALIFORNIA
Postal Code:	94577
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1781251	LVS

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@dechert.com

Correspondent Name: Glenn A. Gundersen

Address Line 1: 2929 Arch Street, Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

NAME OF SUBMITTER:	Jennifer Insley-Pruitt
SIGNATURE:	/Jennifer Insley-Pruitt/
DATE SIGNED:	06/14/2021

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is entered into as of November 25, 2019, by and between Low Voltage Systems, Inc., a California corporation ("Assignor") and Low Voltage Systems, LLC, a Delaware limited liability company ("Buyer"). Capitalized terms not defined herein shall have the meaning as set forth in Schedule A attached hereto and incorporated by reference.

WHEREAS, Assignor, Buyer and the Selling Principals (as defined in the Asset Purchase Agreement) have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Buyer acquired from the Assignor the business of manufacturing, designing, selling and servicing emergency lighting inverters, emergency power controls, shunt relays, LED battery packs, closet and transformer relays, load shedding relays, automatic transfer switches, automatic load control relays and any other products sold by Assignor as of the Closing Date (the "Business"); and

WHEREAS, Assignor desires to sell, convey, transfer, assign and deliver to Buyer, and Buyer desires to purchase from Assignor, Assignor's right, title and interest in and to certain Intellectual Property (as defined on Schedule A hereto) and the goodwill associated therewith, and all rights appurtenant thereto.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Buyer hereby agree as follows:

1. Assignor hereby assigns, sells, transfers, conveys and delivers to Buyer, and Buyer hereby assumes and accepts, all of Assignor's right, title and interest throughout the world in and to all Intellectual Property related to the Business and owned by Assignor, including all Intellectual Property which an employee or other third party is legally obligated by contract, statute or otherwise to assign to the Seller (collectively, the "Assigned Intellectual Property"), in each case, free and clear of any and all Encumbrances (as defined in the Asset Purchase Agreement) other than Permitted Encumbrances (as defined in the Asset Purchase Agreement):

(a) the Patents (as defined on Schedule A) set forth on Schedule B hereto, including without limitation (i) all patents and patent applications for the foregoing; and all rights to request, apply for, file and register patent rights in any of the foregoing; (ii) all provisional applications, continuation and continuation-in-part applications, continued prosecution applications, and patents of addition and substitute and divisional applications claiming the benefit of the filing date of or priority to the foregoing; all requests for, and grants of, continued examinations, extensions, re-examinations, supplemental protection certificates, inter partes review and post-grant review certificates or amendments of the foregoing; all amendments, counterparts claiming priority from, or reissues, and extensions of the foregoing; all divisional, and extensions of the foregoing; all patents or patent applications that claim priority to or from the foregoing; and all inventions claimed by any of the foregoing and moral and economic rights of inventors in any of the foregoing; (iii) all rights

to claim priority to the foregoing under any of the International Convention for the Protection of Industrial Property (“Paris Convention”), the Patent Cooperation Treaty (“PCT”), and applicable bilateral or multilateral treaties; (iv) all rights to request, apply for, file and register the foregoing; (v) all patents issuing from any of the foregoing; and (vi) all defenses relating to or arising from any of the foregoing; in each case of (i) – (vi), to be held and enjoyed by Buyer for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the “Assigned Patents”);

(b) the trade names “Low Voltage Systems”, “LVS Controls”, and the Trademark set forth on Schedule C hereto, together with (i) all registrations and applications for the foregoing; and all common law rights in the foregoing; (ii) all issuances, extensions and renewals of the foregoing; (iii) the right to request, apply for, file and register the foregoing; (iv) all the goodwill of the business connected with the use of and symbolized by the foregoing; and (v) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing; in each case of (i) – (v), to the extent held by Assignor, to be held and enjoyed by Buyer for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the “Assigned Trademarks”);

(c) the domain names set forth on Schedule D hereto (the “Assigned Domain Names”), including any user names, passwords, authorization codes reasonably necessary or other information reasonably necessary to transfer the Assigned Domain Names to Buyer;

(d) all (i) rights under which an employee, inventor, author or other person is obligated to assign ownership of any of the foregoing to Assignor; (ii) registrations of, applications to register, and renewals of, any of the foregoing with or by any governmental authority in any jurisdiction throughout the world, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any state therein or any foreign country, now or hereafter in effect; (iii) rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, dilution, violation, misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach; and (iv) income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing; and

(e) all (i) documentation or other tangible embodiments that comprise, embody, disclose or describe any of the foregoing, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors’ notebooks, invention disclosures, digital files, software code embodied in media or firmware and (ii) files related to the prosecution or enforcement of any of the foregoing, including such patent, trademark or copyright prosecution or enforcement files in the custody of Assignor’s outside legal

counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities.

2. Assignor hereby covenants and agrees that it shall upon the request and at the expense of Buyer execute and deliver any and all papers and do all lawful acts that may be reasonably necessary or desirable to correct, perfect and/or record Buyer's title to the Assigned Intellectual Property, and such other assignment agreements in such form as may reasonably be required by Buyer for each jurisdiction in which any Assigned Intellectual Property is pending, issued or registered. Assignor agrees that (a) until such time as Buyer is recorded or registered as the record owner of the Assigned Intellectual Property in each jurisdiction, Assignor promptly shall deliver to Buyer all notices, office actions and other correspondence received by it with respect to the Assigned Intellectual Property from any intellectual property office, governmental authority or any third party, and (b) Assignor shall not take any action with respect to the Assigned Intellectual Property, including without limitation filing any response to any office actions, except as may be authorized in advance by Buyer in its sole discretion.

3. Assignor hereby authorizes and requests the Patent and Trademark Office officials in the United States of America, the Internet domain name registrar for the Assigned Domain Names and, in each case, the corresponding government officials of any and all states of the United States of America and foreign countries whose duty is to issue intellectual property protection or other evidence or forms of industrial property protection on patents, trademarks and/or Internet domain names to record this Assignment and to issue the same to Buyer, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. As soon as reasonably practicable following the execution of this Assignment, Assignor shall perform all acts reasonably necessary to effect the transfer of the Assigned Domain Names from Assignor to Buyer including, but not limited to, the execution, notarization, and return to Buyer or its agents of any transfer forms required by Buyer or the Assignor's Internet domain name registrar.

5. Assignor hereby constitutes and appoints Buyer as its attorney in fact, with full power of substitution, in whole or in part, in the name of Assignor but on behalf and for the benefit of Buyer and its successors and assigns, from time to time record the transfer of the Assigned Intellectual Property from Assignor to Buyer in accordance with the terms of this Assignment.

6. Assignor recognizes Buyer's exclusive ownership and title to the Assigned Intellectual Property throughout the world and Assignor shall not, directly or indirectly, claim adversely to Buyer with respect to any right, title or interest in and to the Assigned Intellectual Property in any country or jurisdiction of the world.

7. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment shall be governed and construed in accordance with the internal laws of the State of Delaware, without regard to

any conflict of law provision that could require the application of the law of any other jurisdiction.

8. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

LOW VOLTAGE SYSTEMS, INC.

By: Leon Hermans
Name: Leon Hermans
Title: President

BUYER:

LOW VOLTAGE SYSTEMS, LLC

By: _____
Name: Jason Crowl
Title: Vice President

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.


ASSIGNOR:

LOW VOLTAGE SYSTEMS, INC.

By: _____
Name:
Title:

BUYER:

LOW VOLTAGE SYSTEMS, LLC

By:  _____
Name: Jason Crowl
Title: Vice President

[Signature Page to IP Assignment]

SCHEDULE A

DEFINITIONS

“Copyrights” means all copyrights and works of authorship, whether or not copyrightable; databases, data collections and rights therein, mask work rights, software and web site content; rights to compilations, collective works and derivative works of any of the foregoing and moral rights in any of the foregoing; registrations and applications for registration for any of the foregoing and any renewals or extensions thereof; and moral rights and economic rights of others in any of the foregoing.

“Domain Names” means Internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith registered with or assigned by any domain name registrar, domain name registry or other domain name registration authority as part of an electronic address on the Internet and all applications for any of the foregoing.

“Information Systems” means all computer hardware, databases and data storage systems, computer, data, database and communications networks (other than the Internet), architecture interfaces and firewalls (whether for data, voice, video or other media access, transmission or reception) and other apparatus used to create, store, transmit, exchange or receive information in any form.

“Intellectual Property” means any and all intellectual and industrial property rights and other similar proprietary rights, in any jurisdiction throughout the world, whether registered or unregistered, including all rights pertaining to or deriving from Copyrights, Domain Names, Information Systems, Patents, Software, Trademarks, Trade Secrets (1) rights under which an employee, inventor, author or other person is obligated to assign ownership any of the foregoing; (2) all registrations of, applications to register, and renewals of, any of the foregoing with or by any Governmental Authority in any jurisdiction throughout the world, (3) rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, violation misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach; and (4) income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing.

“Patents” means all patents and patent applications, (including any and all provisionals, continuations, continuations-in-part, continued prosecution, divisionals and patents of addition; requests for, and grants of, continued examination, extensions, supplemental protection certificates, re-examinations, post-grant confirmations or amendments, counterparts claiming priority from, or reissues of any of the foregoing; and any patents or patent applications that claim priority to or from any of the foregoing) and all rights to claim priority arising from or related to any of the foregoing, and moral and economic rights of inventors in any of the foregoing.

“Software” means all computer software and code, including assemblers, applets, compilers, source code, object code, development tools, design tools, user interfaces and data, in any form or format, however fixed.

“Trade Secrets” means anything that would constitute a “trade secret” under applicable law, and all other inventions (whether patentable or not), industrial designs, discoveries, improvements, ideas, designs, models, formulae, patterns, compilations, data collections, drawings, blueprints, mask works, devices, methods, techniques, processes, know-how, confidential information, proprietary information, customer lists, software and technical information; and moral and economic rights of authors and inventors in any of the foregoing.

“Trademarks” means trademarks, service marks, fictional business names, trade names, commercial names, certification marks, collective marks and other proprietary rights to any words, names, slogans, symbols, logos, devices or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services; registrations, renewals, applications for registration, equivalents and counterparts of the foregoing; and the goodwill of the business associated with each of the foregoing.

SCHEDULE B

ASSIGNED PATENTS

Assigned Patents

Patent Title	Status	Jurisdiction	Registration Date	App. Number	Reg. Number	Record Owner
1. Emergency Lighting System With Automatic Diagnostic Test	Issued	U.S.	5/16/2006	10/757,654	7,045,964	Low Voltage Systems, Inc.
2. Emergency Power Transfer Switch	Pending	U.S.	-	16/111,678	-	Low Voltage Systems, Inc.

SCHEDULE C

ASSIGNED TRADEMARK

Assigned Trademark

Trademark	Filing Date	Country	Registration Number	Registration Date	Assignor
1. LVS	12/4/1992	U.S.	1781251	7/13/1993	Low Voltage Systems, Inc.

SCHEDULE D

ASSIGNED DOMAIN NAMES

Assigned Domain Names

	Domain Name	Assignor	Registrar
1.	lvscontrols.com	Low Voltage Systems, Inc.	Network Solutions, LLC
2.	lvscontrols.info	Low Voltage Systems, Inc.	Network Solutions, LLC
3.	lvscontrols.net	Low Voltage Systems, Inc.	Network Solutions, LLC
4.	closetlight.com	Low Voltage Systems, Inc.	Network Solutions, LLC
5.	closetlightcontrols.com	Low Voltage Systems, Inc.	Network Solutions, LLC
6.	shuntswitch.com	Low Voltage Systems, Inc.	Network Solutions, LLC
7.	ul924inc.com	Low Voltage Systems, Inc.	Network Solutions, LLC
8.	universalcontrolsystem.com	Low Voltage Systems, Inc.	Network Solutions, LLC
9.	ul924inverter.com	Low Voltage Systems, Inc.	Network Solutions, LLC
10.	shuntrelay.com	Low Voltage Systems, Inc.	Network Solutions, LLC

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