

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704362

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Luminations Group, LLC		12/23/2021	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Luminations Group Holdings, LLC		
<b>Street Address:</b>	40 Lake Shore Drive		
<b>City:</b>	West Windsor		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08550		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3247189	THE LUMINATIONS GROUP	
<b>Registration Number:</b>	3247190	THE LUMINATIONS GROUP	
<b>Registration Number:</b>	6445830	LUMINATIONS CONNEXIONS	
<b>Registration Number:</b>	3452036	LUMINATIONS LIGHTNING STRIKE	
<b>Registration Number:</b>	4474969	FLEXXFORCE TEAM	
<b>Registration Number:</b>	4474968	FLEXXFORCE	
<b>Registration Number:</b>	3439078	FLEXFORCE	
<b>Registration Number:</b>	4474937	SEARCHLIGHT SOCIALSCAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7344184288		
<b>Email:</b>	nwhalen@honigman.com		
<b>Correspondent Name:</b>	Julie E. Reitz		
<b>Address Line 1:</b>	39400 Woodward Ave, Suite 101		
<b>Address Line 2:</b>	HONIGMAN LLP		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>NAME OF SUBMITTER:</b>	Julie E. Reitz		

CH \$215.00 3247189

<b>SIGNATURE:</b>	/Julie E. Reitz/
<b>DATE SIGNED:</b>	01/25/2022
<b>Total Attachments: 5</b> source=Intellectual Property Assignment - Luminations#page1.tif source=Intellectual Property Assignment - Luminations#page2.tif source=Intellectual Property Assignment - Luminations#page3.tif source=Intellectual Property Assignment - Luminations#page4.tif source=Intellectual Property Assignment - Luminations#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**Assignment**”), is effective as of December 23, 2021, between The Luminations Group, LLC, a New Jersey limited liability company (the “**Company**”), Elise B. Kent (“**Equityholder**”) and together with the Company, the (“**Assignors**”) and The Luminations Group Holdings, LLC (“**Assignee**”).

### **RECITALS:**

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement as of the date hereof whereby Assignors have agreed to sell the Acquired Assets (as defined in the Agreement) to Assignee and Assignee has agreed to acquire the Acquired Assets (the “**Agreement**”);

WHEREAS, pursuant to the foregoing, Assignors desire to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignors, all of the Intellectual Property (as defined in the Agreement), associated with the Acquired Assets as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignors under the Agreement, the receipt of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. **Marks.** Assignors hereby irrevocably sell, assign, convey, grant and transfer to Assignee, and its successors and assigns, all of Assignors’ right, title and interest, of whatever kind, throughout the world, in and to any trademarks or service marks included in the Acquired Assets, together with all of the goodwill associated with and symbolized by the trademarks and service mark, including any applications, registrations, renewals and extensions thereof (“**Marks**”) including as further detailed in **Exhibit A**, attached, 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 foreign country, now or hereafter in effect.

2. **Domains.** Assignors hereby irrevocably sell, assign, convey, and transfer to Assignee, and its successors and assigns, all of Assignors’ right, title and interest in and under the domains and registrations therefor identified on the attached **Exhibit B** (the “**Domains**”). At Assignee’s written request and expense, Assignors shall perform all reasonable acts necessary to effect the re-registration of the Domains from Assignors to Assignee according to each applicable registrar’s policy, and/or to timely cooperate in affecting any inter-registrar transfers as requested by Assignee, including without limitation removing any locks or transfer prohibitions from the domain names and completing any forms required to effect the transfer of the domain names to Assignee.

3. **Remaining Intellectual Property.** In addition to the Marks and Domains, Assignors hereby irrevocably sell, assign, convey, grant and transfer to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all Company Intellectual Property Rights (as defined in the Agreement).

4. **Rights.** The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Marks, Domains and Intellectual Property and all rights to sue for past, present or future infringement, misappropriation or other violation of the Marks, Domains and Intellectual Property and all rights to recover damages or lost profits in connection therewith. In addition, Assignors agree that they shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, Domains, or Intellectual Property, or assist any third party in any of the foregoing.

5. **Further Assurances.** Assignors will promptly take such actions, including, without limitation, providing of passwords, updating account information, prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks, Domains and Intellectual Property assigned herein.

6. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignors and their respective heirs, successors and permitted assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

7. **Conflict With Agreement.** This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

10. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

11. **Amendment.** This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignors, on the one hand, and Assignee, on the other hand.

**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]**

IN WITNESS WHEREOF, each of the parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

COMPANY:

THE LUMINATIONS GROUP, LLC

By: Elise B. Kent

Name: Elise B. Kent

Its: Managing Member

EQUITYHOLDER:

Elise B. Kent

Elise B. Kent

ASSIGNEE:

THE LUMINATIONS GROUP HOLDINGS, LLC

By: \_\_\_\_\_

Name: John Hogan

Its: Managing Partner

**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]**

IN WITNESS WHEREOF, each of the parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

COMPANY:

THE LUMINATIONS GROUP, LLC

By: \_\_\_\_\_

Name: Elise B. Kent

Its: Managing Member

EQUITYHOLDER:

\_\_\_\_\_  
Elise B. Kent

ASSIGNEE:

THE LUMINATIONS GROUP HOLDINGS, LLC

*John Hogan*  
By: \_\_\_\_\_

Name: John Hogan

Its: Managing Partner