

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Illum Horticulture LLC		03/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Warbird Capital LLC		
Street Address:	60 Bennington Place		
City:	New Canaan		
State/Country:	CONNECTICUT		
Postal Code:	06840		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5470313	DRAGON LED	
Serial Number:	87446580	XSTREAM	
Registration Number:	5466094	DRAGON LED	
Registration Number:	5508514	SCYNCE	
Registration Number:	5603295	RAGING KALE	
Registration Number:	5601356		
Serial Number:	87893092		
Serial Number:	88065862	RAGING KUSH	
Registration Number:	6651329	THEIA	
Registration Number:	6653270	DRAGON	
Serial Number:	90613156	RAGING	
Registration Number:	6653389	SPECTRALIZER	
Registration Number:	6653651	SCYNCELED	
Registration Number:	6679429		
Serial Number:	97311417	CIRRUS	
Serial Number:	97311297	STRATUS	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 5470313

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: mwallace@pitplaw.com
Correspondent Name: Michael Wallace
Address Line 1: 4641 E Ivy St
Address Line 4: Mesa, ARIZONA 85205

NAME OF SUBMITTER:	Michael T. Wallace
SIGNATURE:	/Michael T Wallace/
DATE SIGNED:	03/28/2023

Total Attachments: 11
source=IH to Warbird Assignment - fully executed#page1.tif
source=IH to Warbird Assignment - fully executed#page2.tif
source=IH to Warbird Assignment - fully executed#page3.tif
source=IH to Warbird Assignment - fully executed#page4.tif
source=IH to Warbird Assignment - fully executed#page5.tif
source=IH to Warbird Assignment - fully executed#page6.tif
source=IH to Warbird Assignment - fully executed#page7.tif
source=IH to Warbird Assignment - fully executed#page8.tif
source=IH to Warbird Assignment - fully executed#page9.tif
source=IH to Warbird Assignment - fully executed#page10.tif
source=IH to Warbird Assignment - fully executed#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT ("Assignment") is made as of March 6, 2023 ("Effective Date") by and between Illum Horticulture LLC, a Delaware limited liability company with its principal place of business at 4641 East Ivy Street, Mesa, AZ 85205 ("Assignor") and Warbird Capital LLC, a Delaware limited liability company with its principal place of business at 60 Bennington Place, New Canaan, CT 06840 ("Assignee") (each a "Party," collectively the "Parties").

RECITALS

WHEREAS, Assignor wishes to transfer and assign to Assignee all right, title, and interest in and to its Trademarks listed in Schedule A and Patents listed in Schedule B (collectively, the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agrees as follows:

1. Trademark Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors and assigns, as of the Effective Date, any and all of Assignor's rights, title, and interest in and to the Trademarks listed in Schedule A, in the United States of America and any foreign countries, including, without limitation, all common law rights therein, all rights in the applicable registrations and/or applications thereof, all rights of registration, renewal, and extension thereof, the right to sue for and collect on all claims for damages and profits by reason of past, present and future infringements thereof and all other corresponding rights, together with all of the goodwill and intangible benefits associated therewith, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Patent Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors and assigns, as of the Effective Date, full and exclusive right, title, and interest, throughout the world, in the Patents listed in Schedule B, including without limitation any and all rights to past, present, and future income, royalties, and damages and all payments now or hereafter due or payable with respect thereto, and all causes of action, either in law or in equity, and the right to sue, counterclaim, obtain injunctive relief, and recover damages for past, present, and future infringement of the rights assigned or to be assigned hereunder, any and all rights to inventions corresponding to or disclosed by the Patents and applications listed in Schedule B, including any and all rights to provisional, non-provisional, continuation, continuation-in-part, divisional, national phase of PCT applications, international, foreign, regional and convention applications, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights such as the right to claim priority thereto, and any and all International Convention rights.

3. Further Assurances. Assignor hereby authorizes Assignee to file and record this Assignment with the U.S. Patent and Trademark Office and with any governing body in any country or countries foreign to the United States, whose duty it is to issue patents, trademarks, and other forms of intellectual property protection. Assignor will take such actions and execute and deliver to Assignee, or any other party designated by Assignee, any further documents or instruments as Assignee may reasonably require to evidence and make effective the assignments hereunder. If Assignee is unable, because of Assignor's unwillingness or for any other reason, to secure Assignor's signatures, approvals or other documents or assistance necessary to transfer the Intellectual Property rights set forth above into Assignee's name or to otherwise effect the assignments herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney-in-fact to act for and on Assignor's behalf and stead for the limited purpose of executing, filing and approving the foregoing actions and taking all other lawfully permitted actions to effect the assignments herein with the same legal force and effect as if executed by Assignor.

4. Successor and Assigns. This Agreement shall inure to the benefit of, and be binding on, the Parties hereto, their heirs, successors and assigns, and each and all of their representatives, officers, directors, shareholders, members, partners, employees, agents, affiliates, and subsidiaries.

5. Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party that (a) it is a company duly organized, validly existing and in good standing under the laws of the state or jurisdiction in which it is incorporated or organized; (b) it has all requisite company power and authority to execute and deliver this Assignment; (c) this Assignment has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid and binding obligation of such Party and is enforceable against it in accordance with its terms; and (d) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder: (i) do not conflict with or violate any requirement of applicable law or any provisions of such Party's charter documents in any material way, and (ii) do not conflict with, violate or breach or constitute a default or require any consent under, any contractual obligation or court or administrative order by which such Party is bound.

6. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. Jurisdiction. If any dispute arises out of or in connection with this Agreement, the Parties irrevocably consent and submit to the exclusive jurisdiction of federal and state courts located in Delaware, and waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient.

8. Severability. If any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such provision shall be rendered void and not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provision had not been contained in this Agreement. If the scope of any provision in this Agreement is found to be too broad to permit enforcement of such provision to its full extent, the Parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof, and supersedes all prior written or verbal agreements, representations and understandings relative to such matters, whether in physical or electronic form.

10. Electronic Notice. Notices to either Party under this Agreement may be given electronically or by registered or certified mail, return receipt requested, addressed to the Party to be served at the Party's address as set forth above; or by fax to the relevant fax number with confirmed receipt by the Party being notified; or by hand delivery to Party being notified. Either Party may change its contact information by notice given in the manner above.

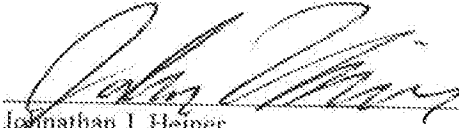
11. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature Pages Follow]

Assignor

Illum Horticulture LLC

Date: 3/21/2023

By: 
Name: Johnathan J. Heiner
Title: COO

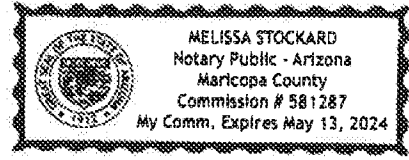
State of: Arizona

County of: Maricopa

On this 21 day of March, 2023, before me, the undersigned notary public, personally appeared Johnathan J. Heiner, proved to me through satisfactory evidence of identification, which was a driver license, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.



NOTARY PUBLIC

My commission expires: May 13, 2024



Assignee
Warbird Capital LLC

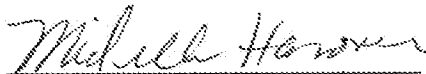
Date: 3/19/23

By: 
Name: Nicholas J. Pastushan III
Title: Member

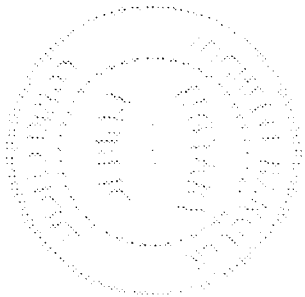
State of: Connecticut

County of: Fairfield

On this 18th day of March, 2023, before me, the undersigned notary public, personally appeared Nicholas J. Pastushan III, proved to me through satisfactory evidence of identification, which was a driver license, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.






NOTARY PUBLIC Michelle Hanover

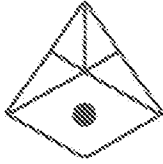
My commission expires: 5/31/2025



SCHEDULE A
TRADEMARKS

L. US Trademarks

Serial No.	Reg. Number	Mark	App. Date	Reg. Date
87122935	5470313	 DRAGON LED DRAGON LED	2016-08-01	2018-05-15
87446580	N/A	XSTREAM	2017-05-11	N/A (Abandoned)
87446722	5466094	 DRAGON LED DRAGON LED	2017-05-11	2018-05-08
87705523	5508514	SCYNCE	2017-12-1	2018-07-03
87778574	5603295	RAGING KALE	2018-01-31	2018-11-06
87891170	5601356		2018-04-24	2018-11-06
87893092	N/A		2018-04-25	N/A (Abandoned)
88065862	N/A	RAGING KUSH	2018-08-05	N/A (Abandoned)
90594128	6651329	THEIA	2021-03-22	2022-02-22
90613079	6653270	DRAGON	2021-03-30	2022-02-22
90613156	N/A	RAGING	2021-03-30	N/A (Abandoned)
90642439	6653389	SPECTRALIZER	2021-04-13	2022-02-22
90786245	6653651	SCYNCELED	2021-06-21	2022-02-22

Serial No.	Reg. Number	Mark	App. Date	Reg. Date
90806741	6679429		2021-07-01	2022-03-22
97311417	N/A	CIRRUS	2022-03-14	N/A (Pending)
97311297	N/A	STRATUS	2022-03-14	N/A (Pending)

SCHEDULE B

PATENTS

I. US Provisional Utility Patent Applications

Dkt. No.	App. No.	Title	Filed
I-0001 PROV	62/399,447	METHOD AND APPARATUS FOR A HORTICULTURAL LIGHT OPTICAL SYSTEM	2016-09-25
I-0001 PROV2	62/422,243	METHOD AND APPARATUS FOR A HORTICULTURAL LIGHT	2016-11-15
I-0002 PROV	62/464,645	METHOD AND APPARATUS FOR AN INTELLIGENT LIGHTING SYSTEM	2017-02-27
I-0001 PROV3	62/489,965	METHOD AND APPARATUS FOR A HORTICULTURAL LIGHT	2017-04-25
I-0007 PROV	62/582,826	METHOD AND APPARATUS FOR MONITORING AND COMMANDING LIGHTING SYSTEMS AND THEIR ASSOCIATED CONTROLS	2017-11-07
I-0007 PROV2	62/584,881	METHOD AND APPARATUS FOR MONITORING AND COMMANDING LIGHTING SYSTEMS AND THEIR ASSOCIATED CONTROLS	2017-11-12
I-0013 PROV	62/702,004	METHOD AND APPARATUS FOR A LOW PROFILE LIGHT FIXTURE	2018-07-23

II. US Non-Provisional Utility Patents and Applications

Dkt. No.	App. No.	Pub./Pat. No.	Title	Filed	Issued
I-0001	15/714,337	9,943,040	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING AND ASSOCIATED OPTIC SYSTEMS	2017-09-25	2018-04-17
I-0001 CON	16/185,530	10,309,613	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING AND ASSOCIATED OPTIC SYSTEMS	2018-11-09	2019-06-04

Dkt. No.	App. No.	Pub./Pat. No.	Title	Filed	Issued
I-0001 CIP	17/219,346	11,357,173	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING AND ASSOCIATED OPTIC SYSTEMS	2021-03-31	2022-06-14
I-0001B	15/784,683	9,955,632	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING TO BETTER SIMULATE THE SUN	2017-10-16	2018-05-01
I-0001B CIP	16/194,111	10,398,090	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING TO BETTER SIMULATE THE SUN	2018-11-16	2019-09-03
I-0001B CON	16/513,778	10,548,264	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING TO BETTER SIMULATE THE SUN	2019-07-18	2020-02-04
I-0001C	15/821,941	10,028,350	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING WITH ENHANCED DIMMING AND OPTIMIZED EFFICIENCY	2017-11-24	2018-07-17
I-0001D	15/822,024	10,178,730	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING WITH CURRENT SHARING	2017-11-24	2019-01-08
I-0001D CIP	16/281,990	10,512,132	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING WITH CURRENT SHARING	2019-02-21	2019-12-17
I-0001D CIP2	16/779,636	11,191,220	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING WITH CURRENT SHARING	2020-02-02	2021-12-07
I-0001E	15/822,074	10,034,342	METHOD AND APPARATUS FOR AN INDOOR HORTICULTURAL FACILITY	2017-11-24	2018-07-24
I-0001E CIP	16/907,217	11,129,248	METHOD AND APPARATUS FOR AN INDOOR HORTICULTURAL FACILITY	2020-06-20	2021-09-21
I-0001E CIP2	17/539,302	2022/0174883	METHOD AND APPARATUS FOR AN INDOOR HORTICULTURAL FACILITY	2022-01-22	Pending
I-0002	15/905,617	10,244,610	METHOD AND APPARATUS FOR AN INTELLIGENT LIGHTING SYSTEM	2018-02-26	2019-03-26

Dkt. No.	App. No.	Pub./Pat. No.	Title	Filed	Issued
I-0007	16/182,301	10,652,976	METHOD AND APPARATUS FOR MONITORING AND COMMANDING LIGHTING SYSTEMS AND THEIR ASSOCIATED CONTROLS	2018-11-06	2020-05-12
I-0011	13/276,436	8,796,944	SOLID STATE ILLUMINATING SYSTEM	2011-10-19	Abandoned
I-0012	14/592,560	9,332,609	PHASE CUT DIMMING LED DRIVER	2015-01-08	2016-05-03
I-0013	16/516,834	10,818,828	METHOD AND APPARATUS FOR LOW PROFILE LIGHT FIXTURE	2019-07-19	2020-10-27

III. Foreign and International Patents and Applications

Dkt. No.	App. No.	Territory	Title	Filed	Issued
I-0001 PCT	PCT/US17/53288	PCT	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING AND ASSOCIATED OPTIC SYSTEMS	2017-09-25	N/A
I-0001 PCT-CA	CA 3038084	Canada	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING AND ASSOCIATED OPTIC SYSTEMS	2019-03-22	Pending
I-0001B PCT	PCT/US17/61096	PCT	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING TO BETTER SIMULATE THE SUN	2017-11-10	N/A
I-0001B CA	CA 3061530	Canada	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING TO BETTER SIMULATE THE SUN	2019-11-13	Pending
I-0001B EP	EP 3654738	Europe	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING TO BETTER SIMULATE THE SUN	2019-11-15	Pending
I-0001C PCT	PCT/US17/63201	PCT	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING WITH ENHANCED DIMMING AND OPTIMIZED EFFICIENCY	2017-11-25	N/A
I-0001D PCT	PCT/US17/63202	PCT	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING WITH CURRENT SHARING	2017-11-25	N/A

Dkt. No.	App. No.	Territory	Title	Filed	Issued
I-0001D PCT-CA	CA 3038138	Canada	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING WITH CURRENT SHARING	2019-03-22	Pending
I-0001D EP	EP 3700307	Europe	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING WITH CURRENT SHARING	2020-02-21	Pending
I-0001D CA	CA 3073158	Canada	METHOD AND APPARATUS FOR HORTICULTURAL LIGHTING WITH CURRENT SHARING	2020-02-19	Pending
I-0001E PCT	PCT/US17/63263	PCT	METHOD AND APPARATUS FOR AN INDOOR HORTICULTURAL FACILITY	2017-11-25	N/A

IV. US Design Patents and Applications

Dkt. No.	App. No.	Pub./Pat. No.	Title	Filed	Issued
I-0003D	29/595,331	D846,176	HORTICULTURAL LIGHTING FIXTURE	2017-02-27	2019-04-16
I-0005D	29/608,690	D823,519	HORTICULTURAL LIGHTING FIXTURE	2017-06-23	2018-07-17
I-0006D	29/625,030	N/A	LIGHT CONTROLLER	2017-11-06	Abandoned
I-0008D	29/625,501	D856,569	LIGHT FIXTURE	2017-11-09	2019-08-13
I-0009D	29/627,792	D860,501	LIGHT FIXTURE	2017-11-29	2019-09-17
I-0010D	29/627,987	D855,246	LIGHT FIXTURE	2017-11-30	2019-07-30
I-0014D	29/679,124	N/A	LIGHT FIXTURE	2019-02-01	Abandoned
I-0015D	29/727,368	N/A	LIGHT FIXTURE	2020-03-10	Pending
I-0016D	29/731,359	N/A	LIGHT FIXTURE	2020-04-14	Abandoned
I-0017D	29/764,251	N/A	LIGHT FIXTURE	2020-12-29	Pending