

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM815400

<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>
NL Manufacturing & Distribution Systems, Inc.		05/09/2023	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	R2T, LLC		
<b>Street Address:</b>	650 E. Algonquin Rd. Suite 206		
<b>City:</b>	Algonquin		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60102		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2825098	LITE THE NITE	
<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>	513-400-3895		
<b>Email:</b>	mbgettins@gettinslaw.com		
<b>Correspondent Name:</b>	Mary Beth Gettins		
<b>Address Line 1:</b>	2934 Portsmouth Avenue		
<b>Address Line 4:</b>	Cincinnati, OHIO 45208		
<b>NAME OF SUBMITTER:</b>	Mary Beth Gettins		
<b>SIGNATURE:</b>	/Mary Beth Gettins/		
<b>DATE SIGNED:</b>	06/06/2023		
<b>Total Attachments: 1</b>			
source=Memorandum Lite the Nite Trademark Assignment (002)#page1.tif			

OP \$40.00 2825098

**MEMORANDUM OF TRADEMARK ASSIGNMENT**

NL Manufacturing & Distribution Systems, Inc., with a place of business at 6107 Market Avenue Franklin OHIO 45005 ("Assignor"), is owner of the entire right, title and interest in and to a certain trademark known as LITE THE NITE (the "Trademark") and United States Trademark Registration No. 2825098 therefore (the "Registration"), as shown by the records of the United States Patent and Trademark Office.

R2T, LLC, a(n) Illinois Limited Liability Company with a place of business at 650 E. Algonquin Rd. Suite 206 ("Assignee"), desires to acquire the entire right, title and interest in and to the Trademark and the Registration.

Assignor has assigned the Trademark and the Registration to Assignee by an agreement entitled Asset Purchase Agreement dated July 1, 2016, and the parties now execute this Memorandum of Trademark Assignment in a form suitable for recordation with the United States Patent and Trademark Office.

THEREFORE, in consideration of the sum of \$0 and other good and valuable consideration, receipt whereof is hereby acknowledged, Assignor hereby sells, assigns and transfers unto said Assignee, all of its right, title and interest in and to the Trademark and the Registration, together with the goodwill of the business symbolized by the Trademark, and the right to sue for past infringement thereof for so long as or until such time as the membership interest of Assignee as it so exists on June 23, 2016 remain unchanged; the substantially all the assets or any membership interest in Assignee remain unsold; the Trademark is not offered for sale; and the Assignee does not become insolvent or go out of business or cease operations. Any attempt to convey the Trademark or Registration contrary to his Assignment shall be null and void. Assignor hereby agrees that, upon request, its lawful representatives will sign all papers, and make all rightful oaths, and do all acts that Assignee, its successors or assigns, may consider reasonably necessary in order to effect such assignment.

IN TESTIMONY WHEREOF, Assignor, by its duly authorized representative, hereby signs this Memorandum of Trademark Assignment as of the date written below.

NL Manufacturing & Distribution Systems, Inc., Seller

By: [Signature] Thomas Fradencia  
Its: President

STATE OF Ohio, COUNTY OF Warren: ss.

On this 9th day of May 2023, before me, a Notary Public in and for the above County and State, personally appeared the above-named Tom Fradencia, personally known to me to be the President of NL Manufacturing & Distribution Systems, Inc., and acknowledged the execution of the foregoing instrument as a free act and deed for the purpose therein.

[Signature]  
NOTARY PUBLIC



HOLLY NEVELS  
Notary Public  
State of Ohio  
My Comm. Expires  
May 3, 2025