

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
555 International, Inc.		11/30/2023	Corporation:
RECEIVING PARTY DATA			
Name:	New Star Lighting, Inc.		
Street Address:	2225 West Pershing Road		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60609		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4238052	STARTILE	
Registration Number:	4234360	VICTORY	
Registration Number:	4039109	NEW STAR	
Registration Number:	3932298	NEW STAR	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8136		
Email:	courtney.estell@hklaw.com		
Correspondent Name:	Matthew C. Cox		
Address Line 1:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
NAME OF SUBMITTER:	Matthew C. Cox		
SIGNATURE:	/Matthew C. Cox/		
DATE SIGNED:	11/30/2023		
Total Attachments: 3			
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**ASSIGNMENT OF TRADEMARKS, ACCOMPANYING
REGISTRATIONS, AND GOODWILL**

Effective as of November 30, 2023 (the "Effective Date"), for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **555 International, Inc.**, a Delaware corporation with offices at 4501 S. Western Blvd., 4th Floor, Chicago, IL 60609 (the "Assignor"), does hereby sell, assign, transfer and set over to **New Star Lighting, Inc.**, an Illinois corporation with offices at 2225 West Pershing Road, Chicago, IL 60609 (the "Assignee"), all of Assignor's rights, title and interest in and to the trademarks identified in Exhibit A attached hereto (collectively, the "Marks"), the applications and registrations therefor, any issuances, renewals or extensions of such registrations, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, and future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

- (a) Assignor owns all right, title and interest in and to the Marks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Marks and Assignor's ownership and use thereof;
- (b) To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Marks. The Marks are not subject to any claims of infringement, cancellation action or other challenge; and
- (c) Assignor has provided Assignee with true and complete copies of all licenses related to the Marks, if any. All such licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of such licenses.
- (e) The Marks are not subject to any judgement or co-existence, settlement, or other agreement that imposes any restrictions on how the Marks may be used or displayed.

Assignor agrees to execute and deliver at the request of Assignee, and at Assignee's sole cost and expense, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

Assignee hereby accepts this assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

555 INTERNATIONAL, INC.

By Thomas S Wabik

Name: Thomas Wabik

Title: CFO

ASSIGNEE:



NEW STAR LIGHTING, INC.

By John G. Pena

Name: John Pena

Title: President

EXHIBIT A
TO
ASSIGNMENT OF TRADEMARKS, ACCOMPANYING
REGISTRATIONS, AND GOODWILL

	MARK	JURISDICTION	REGISTRATION NO.	REGISTRATION DATE
1.	STARTILE	US	4238052	11/6/2012
2.	VICTORY	US	4234360	10/30/2012
3.	New  Star	US	4039109	10/11/2011
4.	NEW STAR	US	3932298	3/15/2011
5.	VICTORY	CA	TMA930770	3/7/2016
6.	New  Star	CA	TMA828749	7/30/2012
7.	NEW STAR	CA	TMA831128	9/5/2012
8.	STARTILE	CA	TMA868480	1/7/2014