PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------|----------------|
| Erik Milz | 06/15/2011 |
| Scott Cardwell | 06/14/2011 |

RECEIVING PARTY DATA

| Name: | TerraLUX, Inc. |
|-------------------|----------------------|
| Street Address: | 1830 LeftHand Circle |
| Internal Address: | Suite B |
| City: | Longmont |
| State/Country: | COLORADO |
| Postal Code: | 80501 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 29387191 |

CORRESPONDENCE DATA

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Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: TLX-013D/7306329001

NAME OF SUBMITTER: Matthew T. Currie

Total Attachments: 3

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> **PATENT** REEL: 026478 FRAME: 0928

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PATENT APPLICATION Assignment

For good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned, co-inventors:

Erik Milz

Scott Cardwell

Who have created a certain invention for which an application for United States Letters Patent entitled FLASHLIGHT, was filed at the U.S. Patent and Trademark Office on March 10, 2011 and assigned U.S. Patent Application Serial No. 29/387,191.

Do hereby sell, assign and transfer to TerraLUX, Inc., a corporation, having a place of business at 1830 LeftHand Circle, Suite B, Longmont, CO 80501, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possession and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, act, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that TerraLUX, Inc., hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same has herein expressed is possessed by the undersigned.

PATENT REEL: 026478 FRAME: 0929 IN THE TESTIMONY WHEREOF we have hereunto set our signatures on the date indicated below.

Date: 10-15-2011

United States of America
State of Colorado ss.:
County of Boulder

On this 15 th day of June, before me personally came ERIK MILZ, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

United States of America
State of Colorado ss.:

Doubles

On this 15 th day of June, before me personally came ERIK MILZ, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Assignment for U.S. Application No. 29/387,191 Attorney Docket No. TLX-013DS/7306329001

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|--|---------------------|------------|----------------|---------------------|--|--|
| | | | SCOTT CARDWELL | | | |
| Date: 6/19 | 4/11 | _ | | | | |
| United States of Ame | rica |) | | | | |
| State of | Colorado |) ss.: | | | | |
| County of | Boulder | _) | | - | | |
| On this 14th | _day of <u>June</u> | <u>,</u> , | 2011 | , before me | | |
| personally came | SCOTT CARD | | _ | o be the individual | | |
| described in and who executed the foregoing instrument, and acknowledged execution | | | | | | |
| of the same. | | <u>ls</u> | AAWK | | | |
| Notary Public | | | | | | |

REEL: 026478 FRAME: 0931