

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
MSI, LLC	05/31/2013
<b>RECEIVING PARTY DATA</b>	
Name:	MSI Lighting, Inc.
Street Address:	3052 Clairemont Drive, Suite A1
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92117
<b>PROPERTY NUMBERS Total: 5</b>	
Property Type	Number
Patent Number:	8334656
Patent Number:	D613434
Patent Number:	D615698
Patent Number:	D635293
Patent Number:	D642329
<b>CORRESPONDENCE DATA</b>	
Fax Number:	9547618112
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9547617512
Email:	chris.mendez@gray-robinson.com
Correspondent Name:	Daniel C. Crilly
Address Line 1:	401 E. Las Olas Blvd., Suite 1850
Address Line 4:	Fort Lauderdale, FLORIDA 33301
ATTORNEY DOCKET NUMBER:	825025-2/4/5/9/14
NAME OF SUBMITTER:	Daniel C. Crilly

CH \$200.00 8334656

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**PATENT**  
 REEL: 030570 FRAME: 0479

Signature:	/Daniel C. Crilly/
Date:	06/07/2013
<b>Total Attachments: 4</b> source=825025_2_Executed_Patent_Assignmen_2013-05-31#page1.tif source=825025_2_Executed_Patent_Assignmen_2013-05-31#page2.tif source=825025_2_Executed_Patent_Assignmen_2013-05-31#page3.tif source=825025_2_Executed_Patent_Assignmen_2013-05-31#page4.tif	

**ASSIGNMENT**

**WHEREAS, MSI, LLC**, a Florida Limited Liability Corporation, having a place of business at **622 Banyan Trail, Suite 200, Boca Raton, Florida 33431** (hereinafter "ASSIGNOR"), owns the right, title and interest in, to and under the Letters Patents, which are specifically identified and listed in Schedule A, attached hereto, incorporated herein and made a part hereof; and

**WHEREAS, MSI Lighting, Inc.**, a Delaware Corporation having a place of business at **3052 Clairemont Drive, Suite A1, San Diego, California 92117** (hereinafter "ASSIGNEE"), is desirous of acquiring all of ASSIGNOR's right, title and interest in, to and under the Letters Patents, specifically identified and listed in Schedule A hereto, including its right to sue for and collect for past infringement thereof;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which by ASSIGNOR is hereby acknowledged, and intending to be legally bound hereby, the ASSIGNOR does hereby assign, sell, transfer and set over unto the ASSIGNEE its entire right, title and interest in, to and under the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications identified in Schedule A hereto, and any and all renewals, revivals, reissues, reexaminations, and extensions thereof in the United States or in any country, including ASSIGNOR's right to sue for and collect damages and other recoveries for past infringement thereof; and the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the inventions, discoveries and applications of the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications identified in Schedule A hereto; the same to be held and enjoyed by the ASSIGNEE successors and assigns, as fully as the same would have been held and enjoyed by the ASSIGNOR had this Assignment not been made.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for the above inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications issuing on or pertaining to the inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on the above inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this

Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the invention and the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications identified in Schedule A hereto and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the invention and the Letters Patents, currently pending applications for Letters Patent, and any Letters Patent issuing from said pending applications identified in Schedule A hereto and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

EXECUTED this 31<sup>ST</sup> day of May 2013.

MSI, LLC

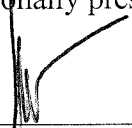
By: 

Name: John Burke

Title: President of Talent and Energy, Inc.,  
Managing Member of MSI, LLC.

IN WITNESS WHEREOF, I, Karen Theron, hereby declare  
(Printed Name of Witness)


that I was personally present and did see the above named person duly sign and execute the assignment.

  
(Signature of Witness)

Date: 5/31/13.

IN WITNESS WHEREOF, I, Melissa McElhiney, hereby declare  
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

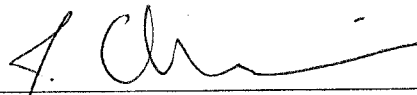
  
(Signature of Witness)

Date: 5/31/13

ASSIGNEE hereby acknowledges receipt of the entire right, title and interest in and to the patents and patent applications identified in Schedule A.

EXECUTED this 16<sup>th</sup> day of May 2013


ASSIGNEE: MSI Lighting, Inc.



Name: J. Christopher Mizer  
Title: Treasurer

IN WITNESS WHEREOF, I, John De Poy, hereby declare  
(Printed Name of Witness)

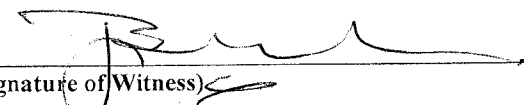
that I was personally present and did see the above named person duly sign and execute the assignment.

  
(Signature of Witness)

Date: 5-16-2013

IN WITNESS WHEREOF, I, Jerry Berlin, hereby declare  
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

  
(Signature of Witness)

Date: 5-16-2013

## SCHEDULE A

U.S. Application Number	Title	Filing Date	Patent Number	Issue Date
12/611,703	REPLACEABLE LIGHTING UNIT WITH ADJUSTABLE OUTPUT INTENSITY AND OPTIONAL CAPABILITY FOR REPORTING USAGE INFORMATION, AND METHOD OF OPERATING SAME	11/03/2009	8,334,656	12/18/2012
29/346,612	REPLACEABLE LIGHTING UNIT	11/03/2009	D613,434 S	04/06/2010
29/346,618	BASE FOR A REPLACEABLE LIGHTING UNIT	11/03/2009	D615,698 S	05/11/2010
29/360,855	BASE FOR A REPLACEABLE LIGHTING UNIT	04/30/2010	D635,293 S	03/29/2011
29/382,499	BASE FOR A REPLACEABLE LIGHTING UNIT	01/04/2011	D642,329 S	07/26/2011