502927784 08/08/2014

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	502916801

CONVEYING PARTY DATA

Name	Execution Date
TERRALUX, INC.	07/09/2014

RECEIVING PARTY DATA

Name:	J. BAXTER BRINKMANN INTERNATIONAL CORPORATION	
Street Address:	4215 MCEWEN ROAD	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75244	

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	D673315
Patent Number:	D667578
Patent Number:	D655027
Patent Number:	7448770
Patent Number:	7300173
Patent Number:	8240873
Patent Number:	8328386
Patent Number:	8529088

CORRESPONDENCE DATA

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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.

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Email: jjackson@brinkmann.net
Correspondent Name: JANIS J. JACKSON
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Address Line 4: DALLAS, TEXAS 75244

ATTORNEY DOCKET NUMBER:	TERRALUX PATENT ASSIGN.	
NAME OF SUBMITTER:	JANIS J. JACKSON	
SIGNATURE:	/Janis J. Jackson/	

502927784 REEL: 033496 FRAME: 0386

PATENT
PET : 033496 FPA

DATE SIGNED:	08/08/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "<u>Assignment</u>") is entered into as of July 9, 2014, by and between TerraLUX, Inc., a Delaware corporation ("<u>Assignor</u>"), and J. Baxter Brinkmann International Corporation, a Texas corporation ("<u>Assignee</u>").

WHEREAS, Assignor owns all of the patents, including any extensions, amendments and continuations thereof, listed on <u>Schedule A</u> attached hereto (the "<u>Patents</u>");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 9, 2014, by and between Assignor and Assignee (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign, convey, deliver, sell, and transfer to Assignee certain assets, including the Patents; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign and transfer all of Assignor's right, title and interest in and to the Patents to Assignee, and Assignee desires to accept such assignment and transfer subject to the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for good and valuable consideration as set forth therein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors, legal representatives, and assigns, Assignor's entire right, title and interest throughout the world in and to the Patents and the improvements disclosed in the Patents and all divisions, renewals and continuations thereof.
- 2. Each and every one of the foregoing rights, titles, and interests herein are assigned to be held and enjoyed by Assignee, its successors, legal representatives, and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.
- 3. Assignee and Assignor agree that this Assignment is subject to the terms and conditions of the Purchase Agreement, that this Assignment shall not be deemed to increase any liabilities or obligations nor decrease any rights or interests of either Assignor or Assignee thereunder, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Purchase Agreement, the Purchase Agreement shall control.
- 4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, as of the date first written above.

Assignor:

TERRALUX, INC.

Name: 518/60 R. HANG

Title: President) ceo

Assignee:

J. BAXTER BRINKMANN

INTERNATIONAL CORPORATION

Vaine: <u>17 Bruges Brigo</u>

Title: President TECSO

PATENT REEL: 033496 FRAME: 0389

108702386 v3

STATE OF COLORADO) COUNTY OF BOULLE!	
On the 30 th day of July 201 appeared, 201	4, before me, SHULN R. Have, personally d to me on the basis of satisfactory evidence
personally known to me [] prove	d to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed he/she/they executed the same in his/her/their	to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their he entity upon behalf of which the person(s) acted,
WITNESS my hand and official seal.	
LISA A PLUNKETT NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19924005182 MY COMMISSION EXPIRES MAY 2, 2016	Signature of Notary
CAPACITY CLAIMED BY SIGNER:	
[] Individual	[] Attorney-In-Fact
[] Partner(s)	[] Subscribing Witness [] Guardian/Conservator
Trustee(s) Corporate	Other:
Officer(s):	[] Outer.
PROSIDENT & CEO	
Title(s)	

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): TerraLUX, Inc.

STATE OF TEXAS))
COUNTY OF <u>DALLAS</u>)
appeared to Danier Discourse,	2014, before me, Lasher Brand personally
personally known to me] proved to me on the basis of satisfactory evidence
	ed to the within instrument and acknowledged to me that he by, and that by his signature on the instrument the person, or the d, executed the instrument.
WITNESS my hand and official seal.	
Lasheris Brandt My Commission Expires 05/19/2018	Signature of Notary
CAPACITY CLAIMED BY SIGNER:	
Individual	[] Attorney-In-Fact [] Subscribing Witness [] Guardian/Conservator [] Other:
Title(s)	

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): J. Baxter Brinkmann International Corporation

SCHEDULE A

Patents

U.S. Patent No. D673,315

U.S. Patent No. D667,578

U.S. Patent No. D655,027

U.S. Patent No. 7,448,770

U.S. Patent No. 7,300,173

U.S. Patent No. 8,240,873

U.S. Patent No. 8,328,386

U.S. Patent No. 8,529,088

RECORDED: 07/31/2014