

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3534253

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE PROCTER & GAMBLE COMPANY	09/21/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NthDegree Technologies Worldwide Inc
<b>Street Address:</b>	1320 West Auto Drive
<b>City:</b>	Tempe
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85284
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14062961
Application Number:	14062977
Application Number:	14062990
Application Number:	14063006
Application Number:	14446373
Application Number:	14446382
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)276-4176
<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>	312-399-9332
<b>Email:</b>	ngamburd@gamburdlaw.com
<b>Correspondent Name:</b>	NANCY R. GAMBURD
<b>Address Line 1:</b>	22 WEST WASHINGTON ST.
<b>Address Line 2:</b>	SUITE 1500
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60602
<b>ATTORNEY DOCKET NUMBER:</b>	1120.801
<b>NAME OF SUBMITTER:</b>	NANCY R. GAMBURD
<b>SIGNATURE:</b>	/Nancy R. Gamburd/
<b>DATE SIGNED:</b>	09/21/2015

**Total Attachments: 6**

source=PG\_Patent\_Assignment#page1.tif

source=PG\_Patent\_Assignment#page2.tif

source=PG\_Patent\_Assignment#page3.tif

source=PG\_Patent\_Assignment#page4.tif

source=PG\_Patent\_Assignment#page5.tif

source=PG\_Patent\_Assignment#page6.tif

**EXHIBIT 3.02(a)**

**PATENT ASSIGNMENT**

**ASSIGNMENT AND TRANSFER OF PATENTS**

**THIS PATENT ASSIGNMENT** (this "Assignment") is made and delivered this 21<sup>st</sup> day of September, 2015, by The Procter & Gamble Company, an Ohio corporation with offices at One Procter & Gamble Plaza, Cincinnati, Ohio 45202 ("Assignor"), in favor of NthDegree Technologies Worldwide Inc., a Delaware corporation with offices at 1320 W. Auto Drive, Tempe, Arizona 85284 ("Assignee").

**WITNESSETH**

WHEREAS, pursuant to the Asset Purchase Agreement, made September 21<sup>st</sup>, 2015, by and between Assignor and Assignee ("the Assignment Agreement"), Assignor has agreed to, assign, transfer, deliver and convey to Assignee, and Assignee has agreed to receive from Assignor, all right, title and interest of every kind and nature in and to the patents and patent applications listed on Schedule A hereto ("Patents"); and

WHEREAS, the parties hereto desire to effect the consummation of the assignment, transfer, delivery and conveyance to the Assignee of the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Assignment Agreement, the Assignor does hereby agree with the Assignee as follows:

1. Capitalized terms used but not defined herein have the meanings set forth in the Assignment Agreement.

2. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), revisions, revivals, re-examinations, renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's 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, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any other similar government authority to record Assignee as owner of the Patents

and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

4. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

**The Procter & Gamble Company**

By: 

Name: Steven W. Miller

Its: Vice President & General Counsel,  
Intellectual Property

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON )

On this 21<sup>st</sup> day of September 2015, before me personally appeared STEVEN W. MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

JAMES CHARLES VAGO, Attorney at Law  
Notary Public, State of Ohio  
\* My Commission has no expiration date  
Section 147.03

Notary Public:

My commission expires: No Expiration

NthDegree Technologies Worldwide  
Inc.

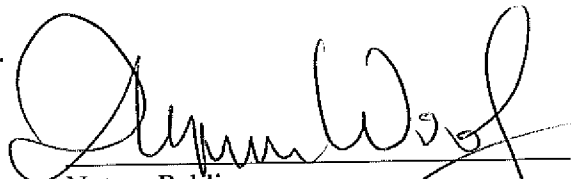
By:   
Neil O. Shotton  
Chief Operating Officer

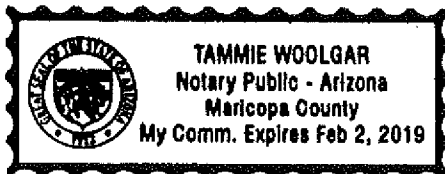
STATE OF ARIZONA       )  
                                      ) SS:  
COUNTY OF MARICOPA   )

On this 18<sup>th</sup> day of September 2015, before me personally appeared Neil O. Shotton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public:  
My commission expires:



**Schedule A to the Patent Assignment**  
**PATENTS**

Seller Case #	Title	Country	Status	Appl'n #	Appl'n Date	Patent #	Grant Date
11867ML	Light Emitting Apparatus	PCT	Inactive	US2011/050292	09/02/2011		
11867P		US	Inactive	61/379,860	09/03/2010		
11867MCL		US	Pending	13/781,789	03/01/2013		
11867MC2L		US	Pending	13/781,790	03/01/2013		
11867MC3L		US	Abandoned	13/781,791	03/01/2013		
11867MC3CL		US	Pending	14/215,111	03/17/2014		
11867MC4L		US	Pending	13/781,793	03/01/2013		
11867MC5L		US	Pending	13,781,794	03/01/2013		
11867M		EP	Pending	11757479.9	09/02/2011		
11867M		CN	Pending	2011/80042401.8	09/02/2011		
11867M		MX	Pending	MX/A/2013/002490	09/02/2011		
11867M		CA	Pending	2810394	09/02/2011		
11867M		JP	Abandoned	2013-527336	09/02/2011		
12092	Methods and Apparatus for Providing Modular Functionality in a Lighting Assembly	PCT	Inactive	US2011/033904	04/26/2011		
12092C		US	Pending	14/062,961	10/25/2013		
12092		CA	Abandoned	2834415	04/26/2011		
12092		EP	Pending	11720217.6	04/26/2011		
12093	Light Bulb with Loop Illumination Element	PCT	Inactive	US2011/033907	04/26/2011		
12093C		US	Pending	14/062,977	10/25/2013		
12093		CA	Abandoned	2834340	04/26/2011		
12093		EP	Pending	11722219.0	04/26/2011		
12094	Stemmed Lighting Assembly with Disk-Shaped Illumination Element	PCT	Inactive	US2011/033918	04/26/2011		
12094C		US	Pending	14/062,990	10/25/2013		
12094		CA	Abandoned	2834348	04/26/2011		
12094		EP	Pending	11722220.8	04/26/2011		
12094		CN	Pending	2011-80070430.5	04/26/2011		
12094		JP	Abandoned	2014-508323	04/26/2011		
12094		MX	Abandoned	MX/A/2013/011914	04/26/2011		
12094D		MX	Pending	MX/A/2014/011824	09/30/2014		
12095	Intelligent Bulb Base	PCT	Inactive	US2011/033910	04/26/2011		
12095C		US	Pending	14/063,006	10/25/2013		
12095		EP	Pending	11720218.4	04/26/2011		
12339	Bidirectional Light Sheet	PCT	Inactive	US2013/024312	02/01/2013		
12339P		US	Inactive	61/593,885	02/02/2012		
12339C		US	Pending	14/446,373	07/30/2014		
12339		CA	Abandoned	2862348	02/01/2013		
12339		EP	Pending	13707073.6	02/01/2013		
12339		CN	Pending	2013-80007522.8	02/01/2013		
12339		JP	Pending	2014-555740	02/01/2013		
12339		MX	Abandoned	MX/A/2014/008945	02/01/2013		
12340	Enhanced Light Output from a LED Containing Laminate	PCT	Inactive	US2013/024320	02/01/2013		
12340P		US	Inactive	61/593,917	02/02/2012		
12340C		US	Pending	14/446,382	07/30/2014		
12340		CA	Abandoned	2862351	02/01/2013		
12340		EP	Pending	13708255.8	02/01/2013		
12340		CN	Pending	2013-80007064.8	02/01/2013		
12340		JP	Pending	2014-555744	02/01/2013		
12340		MX	Abandoned	MX/A/2014/008948	02/01/2013		
D-01914	Light Bulb	US	Granted	29/390,527	04/26/2011	D689630	09/10/2013
D-01914D		US	Granted	29/461,285	07/22/2013	D708361	07/01/2014

D-01914DD		US	Pending	29/490,877	05/15/2014		
D-01914		CA	Granted	142853	10/25/2011	142853	03/26/2013
D-01914M		BR	Granted	D17105345-0	10/21/2011	D17105345-0	10/16/2012
D-01914M		CN	Granted	2011-30379918.9	10/25/2011	ZL201130379918.9	01/09/2013
D-01914MD		CN	Granted	2012-30173523.8	05/16/2012	ZL201230173523.8	06/12/2013
D-01914MD2		CN	Granted	2012-30173522.3	05/16/2012	ZL201230173522.3	11/06/2013
D-01914M11		CN	Granted	2011-30379925.9	10/25/2011	ZL201130379925.9	08/22/2012
D-01914M		IN	Granted	240444	10/25/2011	240444	05/16/2012
D-01914M		JP	Granted	2011-024471	10/25/2011	1451659	08/24/2014
D-01914M		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M2		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M3		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M4		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M5		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M6		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M7		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M8		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M9		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M10		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M11		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M12		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M13		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M14		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M15		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M16		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M17		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01914M18		IB	Granted	628317001	09/29/2011	DM/076873	09/29/2011
D-01915	Light Bulb	US	Granted	29/390,535	04/26/2011	D683483	05/28/2013
D-01915D		US	Granted	29/448,517	03/13/2013	D702373	04/08/2014
D-01915DD		US	Pending	29/481,354	02/05/2014		
D-01915		CA	Granted	142855	10/25/2011	142855	02/15/2013
D-01915		BR	Granted	D17105344-1	10/21/2011	D17105344-1	10/16/2012
D-01915		CN	Granted	2011-30379881.X	10/25/2011	ZL201130379881.X	07/18/2012
D-01915		IN	Pending	630982401			
D-01915		JP	Pending	630982401			
D-01915M		IB	Granted	630982401	10/13/2011	DM/076927	10/13/2011
D-01915M2		IB	Granted	630982401	10/13/2011	DM/076927	10/13/2011
D-01915M3		IB	Granted	630982401	10/13/2011	DM/076927	10/13/2011
D-01915M4		IB	Granted	630982401	10/13/2011	DM/076927	10/13/2011
D-01915M5		IB	Granted	630982401	10/13/2011	DM/076927	10/13/2011
D-01915M6		IB	Granted	630982401	10/13/2011	DM/076927	10/13/2011
D-01915M7		IB	Granted	630982401	10/13/2011	DM/076927	10/13/2011