

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3720449

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	3M INNOVATIVE PROPERTIES COMPANY	01/14/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TODD BRACHER STUDIO LLC	
<b>Street Address:</b>	63 FLUSHING AVENUE	
<b>Internal Address:</b>	BUILDING 275, SUITE 403	
<b>City:</b>	BROOKLYN	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	11025	
<b>PROPERTY NUMBERS Total: 4</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>PCT Number:</b>	US1448418
	<b>Patent Number:</b>	D743092
	<b>Patent Number:</b>	D743093
	<b>Application Number:</b>	29484013
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(225)343-3076	
<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>	225-382-3720	
<b>Email:</b>	dpatty@mcglinchey.com, jhartdegen@mcglinchey.com	
<b>Correspondent Name:</b>	MCGLINCHEY STAFFORD, PLLC	
<b>Address Line 1:</b>	301 MAIN STREET, 14TH FLOOR	
<b>Address Line 4:</b>	BATON ROUGE, LOUISIANA 70801	
<b>ATTORNEY DOCKET NUMBER:</b>	105645.0001	
<b>NAME OF SUBMITTER:</b>	R. ANDREW PATTY II	
<b>SIGNATURE:</b>	/R. Andrew Patty II/	
<b>DATE SIGNED:</b>	02/01/2016	
<b>Total Attachments: 4</b>		
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**PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PATENT ASSIGNMENT AGREEMENT (this “Agreement”), dated as of January 14, 2016 is entered into by and between 3M Innovative Properties Company, a Delaware corporation (“Seller”), and Todd Bracher Studio LLC, a limited liability company (the “Buyer”), with offices located at 63 Flushing Avenue, Building 275, suite 403, Brooklyn, NY 11205, (together the “Parties”).

**RECITALS**

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of January 14, 2016 (the “APA”), pursuant to which Seller has agreed to sell and transfer, and cause the Selling Subsidiaries to sell and transfer, to Buyer, and Buyer has agreed to purchase from Seller and the Selling Subsidiaries, the Transferred Assets;

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the APA;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, Buyer desires to acquire, and Seller desires to sell, transfer, convey and assign to Buyer all of Seller’s right, title and interest in, to and under the Patents and invention disclosures identified in Appendix A hereto and the inventions protected thereby throughout the world.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

**1. Assignment.** Seller does hereby sell, assign and transfer unto Buyer all of Seller’s right, title and interest in, to and under the Patents, including, without limiting the generality of the foregoing, the right to sue and collect and retain damages and costs and attorneys’ fees for past, present and future infringement of the Patents, and to fully and entirely stand in the place of the Seller in all matters related to the Patents.

**2. Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THE APA, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, OWNERSHIP OR ENFORCEABILITY OF ANY TRANSFERRED INTELLECTUAL PROPERTY.

**3. General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA. This Agreement, Appendix A hereto and the APA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and

agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the APA, the provisions of the APA shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

4. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than those of the State of Delaware. Each of the Parties consents to submit itself to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in the City of Wilmington in any Legal Proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement.

Executed this 14th day of January, 2016

**3M INNOVATIVE PROPERTIES COMPANY**

By: \_\_\_\_\_

Name: *Kevin H. Rhodes*

Title: *President*

Accepted:

**TODD BRACHER STUDIO LLC**

By: \_\_\_\_\_

Name:

Title:

agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the APA, the provisions of the APA shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

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Executed this 14th day of January, 2016

**3M INNOVATIVE PROPERTIES COMPANY**

By: \_\_\_\_\_

Name:

Title:

Accepted:

**TODD BRACHER STUDIO LLC**

By:  \_\_\_\_\_

Name: TODD BRACHER

Title: Principal

### **Appendix A**

- (i) International Pat. App. PCT/US72014/048418, published as WO 2015/030971 A1,  
“Light Fixture”
- (ii) US Design Patent D743092 “Three-Position Light Fixture Support”
- (iii) EU Design Patent 2532192 “Three-Position Light Fixture Support”
- (iv) US Design Patent D743093 “Six-Position Light Fixture Support”
- (v) US Design Pat. App. No. 29/484013 “Linear Light Fixture Support”