

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4168921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	12/22/2009
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LEDALITE ARCHITECTURAL PRODUCTS LP	12/22/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LUMEC HOLDING CORPORATION
<b>Street Address:</b>	595 BURRARD STREET
<b>City:</b>	VANCOUVER
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	BC V7X1L3
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5727870
Patent Number:	7945995
Patent Number:	7660039
Patent Number:	7837361
Patent Number:	8047673
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(914)495-9570
<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>	9144959564
<b>Email:</b>	dan.piotrowski@philips.com
<b>Correspondent Name:</b>	DANIEL PIOTROWSKI
<b>Address Line 1:</b>	465 COLUMBUS AVENUE, SUITE 330
<b>Address Line 4:</b>	VALHALLA, NEW YORK 10595
<b>NAME OF SUBMITTER:</b>	DANIEL PIOTROWSKI
<b>SIGNATURE:</b>	/Daniel Piotrowski/
<b>DATE SIGNED:</b>	12/05/2016
<b>Total Attachments: 4</b>	
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**PATENT**

**REEL: 040513 FRAME: 0165**

## GENERAL CONVEYANCE AND ASSUMPTION AGREEMENT

THIS AGREEMENT made this 22nd day of December, 2009

BETWEEN:

LEDALITE ARCHITECTURAL PRODUCTS, a  
limited partnership established under the laws of the  
Province of Ontario (the "Limited Partnership")

- and -

LUMEC HOLDING CORP, a corporation existing under  
the laws of the Province of British Columbia ("Lumec  
Holding")

- and -

LUMEC INC., a corporation existing under the laws of  
the Province of Quebec ("Lumec")

WHEREAS Lumec Holding holds 99.99% of the issued and outstanding units of  
the Limited Partnership

AND WHEREAS Lumec holds 0.01% of the issued and outstanding units of the  
Limited Partnership;

AND WHEREAS the Lumec Holding and Lumec have determined it is desirable  
to dissolve the Limited Partnership;

AND WHEREAS it is intended that such dissolution of the Limited Partnership  
be completed on a tax deferred basis pursuant to subsection 98(3) of the *Income Tax Act*  
(Canada);

AND WHEREAS prior to such dissolution, Lumec Holding and Lumec have  
assumed the liabilities of the Limited Partnership;

NOW, THEREFORE, in consideration of the mutual covenants contained  
herein, and for other good and valuable consideration, the receipt and sufficiency of which are  
hereby acknowledged, the parties hereto agree as follows:

1. The Limited Partnership hereby conveys, assigns, transfers and sets over to Lumec Holding, to have and to hold forever to the use of Lumec Holding, its successors and assigns, all right, title, interest and benefit of every nature in and to, an undivided 99.99% interest in each asset of the Limited Partnership (the "Lumec Holding Distributed Assets"), of whatsoever kind and nature and wheresoever situate, all as of the close of business on the date of this Agreement, and without limiting the generality of the foregoing, an undivided 99.99% interest in each of the following assets of the Limited Partnership:

- (a) all cash, accounts in banks or other depositories and accounts receivable;
- (b) all agreements, contracts, licenses, leases, privileges or concessions;
- (c) all securities, wherever situate, and all shares in the capital of any other bodies corporate, partnerships or trusts;
- (d) all interest and benefit in and to any prepaid expenses and any refunds or rebates due or to become due, including any tax refund claims; and
- (e) all goodwill of the Limited Partnership including any goodwill in the name of the Limited Partnership or any variation thereof.

2. The Limited Partnership hereby conveys, assigns, transfers and sets over to Lumec, to have and to hold forever to the use of Lumec, its successors and assigns, all right, title, interest and benefit of every nature in and to, an undivided 0.01% interest in each asset of the Limited Partnership (the "Lumec Distributed Assets"), of whatsoever kind and nature and wheresoever situate, all as of the close of business on the date of this Agreement, and without limiting the generality of the foregoing, an undivided 0.01% interest in each of the following assets of the Limited Partnership:

- (a) all cash, accounts in banks or other depositories and accounts receivable;
- (b) all agreements, contracts, licenses, leases, privileges or concessions;
- (c) all securities, wherever situate, and all shares in the capital of any other bodies corporate, partnerships or trusts;
- (d) all interest and benefit in and to any prepaid expenses and any refunds or rebates due or to become due, including any tax refund claims; and
- (e) all goodwill of the Limited Partnership including any goodwill in the name of the Limited Partnership or any variation thereof.

3. The relevant costs and proceeds of disposition of the Lumec Holding Distributed Assets and the Lumec Distributed Assets for Canadian federal income tax purposes shall be as determined in accordance with the rules set out in subsection 98(3) of the *Income Tax Act* (Canada).

4. Lumec Holding and Lumec shall file a joint election under subsection 98(3) of the *Income Tax Act* (Canada) (and any applicable corresponding provincial tax election) in respect of the dissolution of the Limited Partnership.

5. The Limited Partnership shall do, make and execute all such things, documents, instruments or assurances as may be necessary or desirable to effect a valid assignment, transfer or conveyance pursuant hereto or to permit any public recording thereof.

6. The parties hereto and each of them agree to make, do, execute, endorse, acknowledge and deliver or cause and procure to be made, done, executed, endorsed, acknowledged, filed, registered and delivered any and all further acts and assurances including, without limitation, any conveyance, deed, assignment, certificate or other instrument in writing as may, in the opinion of either of them, be necessary or desirable to give effect to this Agreement and to take all such other action as may be required or desirable to complete the transactions contemplated herein.

7. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or other means of electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed as of the date and year first above written.

## LUMEC HOLDING CORP.

By: 

Name: Carol van der Boven  
Title: Treasurer

By: 

Name: M. Langford  
Title: Sec

## LUMEC INC.

By: 

Name: Carol van der Boven  
Title: Treasurer

By: 

Name: M. Langford  
Title: Sec

LUMEC HOLDING CORP. in its capacity as  
the general partner of LEDALITE  
ARCHITECTURAL PRODUCTS

By: 

Name: Carol van der Boven  
Title: Treasurer