

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4905083

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LUMINII CORP.	04/09/2018
RECEIVING PARTY DATA	
Name:	LUMINII LLC
Street Address:	7777 N. MERRIMAC AVENUE
Internal Address:	COUNTY OF COOK
City:	NILES
State/Country:	ILLINOIS
Postal Code:	60714
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9222651
CORRESPONDENCE DATA	
Fax Number:	(410)332-8114
<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>	
Phone:	4103328913
Email:	patents@saul.com
Correspondent Name:	GIANNA J. ARNOLD
Address Line 1:	500 EAST PRATT STREET
Address Line 2:	SUITE 900
Address Line 4:	BALTIMORE, MARYLAND 21202
ATTORNEY DOCKET NUMBER:	845461.00001
NAME OF SUBMITTER:	GIANNA J. ARNOLD
SIGNATURE:	/Gianna J. Arnold/
DATE SIGNED:	04/09/2018
Total Attachments: 5	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made this 9th day of April, 2018, by Luminii Corp., an Illinois corporation ("Assignor"), to Luminii LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, service marks, trade dress, logos, trade names and corporate names, and all registrations and applications for registration therefor, all as set forth on Schedule A attached to this Assignment (collectively, the "Trademarks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the patents and patent applications and all registrations and applications for registration therefor, all as set forth on Schedule B attached to this Assignment (collectively, the "Patents" and together with the Trademarks, the "Intellectual Property"); and

WHEREAS, contemporaneously with this Agreement, Assignor is merging with and into Assignee such that Assignee shall be the successor in interest to all of the assets of Assignor, including, without limitation, the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending legally to be bound, the parties hereby agree as follows:

1. Assignment. Assignor hereby transfers, conveys, assigns and delivers unto Assignee, its successors and assigns, free and clear of all pledges, liens and encumbrances of any kind, all right, title and interest in and to the Intellectual Property, together with the goodwill associated therewith, all reissues, extensions, renewals, translations, adaptations, derivations, combinations and licenses of the Intellectual Property, all rights to sue for past, present and future infringements of the Intellectual Property and all rights corresponding thereto.
2. Issuance of Certificates of Registration. Assignor hereby authorizes and requests the United States Patent and Trademark Office to issue any and all certificates of registration and/or certificates of assignment for the Patents to Assignee, its successors and assigns, as the owner of all right, title and interest in and to the Patents.
3. Enforcement of Rights. Assignor hereby constitutes and appoints Assignee, its successors and assigns as Assignor's true and lawful attorney, with full power of substitution for Assignor, to vest full and unencumbered title in and to the Intellectual Property to Assignee. Assignee may institute and prosecute in the name of Assignor or otherwise, for the

benefit of Assignee, any and all proceedings that Assignee may deem proper in order to enforce any right or title of any kind in and to the Intellectual Property. Assignor declares that the appointment made and the powers granted herein are coupled with an interest and are and shall be irrevocable by Assignor in any manner for any reason.

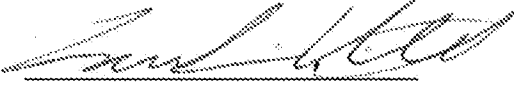
4. Covenants and Further Assurances. No assignment, sale, agreement, pledge, lien or encumbrance will be made or entered into by Assignor which would conflict with this Assignment, and from time to time at the request and expense of Assignee, its successors and assigns, and for no additional consideration, Assignor shall execute any further papers and do such other acts and things as may be necessary and proper to perfect the transfer of the Intellectual Property in the United States and in such foreign countries as Assignee, its successors and assigns, may elect, and to vest the full title thereto in Assignee, its successors and assigns.

5. Governing Law. The laws of the State of Delaware shall govern the validity and construction of this Assignment and all rights and obligations of, and disputes between or among, the parties arising out of or related to this Assignment or the transactions contemplated by this Assignment, whether in contract, tort or otherwise, without regard to the principles of conflict of laws of the State of Delaware.

[Signatures to Follow]

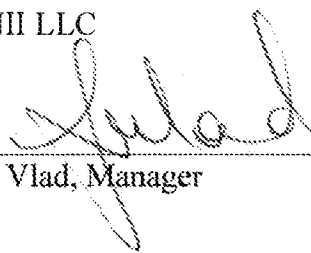
IN WITNESS WHEREOF, Assignor has executed this Assignment the day and year first written above.

LUMINII CORP.

By: 
Laurentiu Vlad, President



ACCEPTED AND AGREED:

LUMINII LLC

By: 
Eva Vlad, Manager

Schedule A

Trademarks

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status
BOSCA	87/410138	4/13/2017	5334701	11/14/2017	Registered
Design Only 	86/793716	10/20/2015	5016330	8/9/2016	Registered
KENDO	87/410156	4/13/2017	5323482	10/31/2017	Registered
LUMINII and Design 	77/929122	2/5/2010	3878115	11/16/2010	Registered
TOVE	87/410174	4/13/2017	5323483	10/31/2017	Registered

Schedule B

Patents

Title: Modular LED Light Fixture
US Patent No. 9,222,651
Issue Date: December 29, 2015
Application No: 14/607,216