

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5243547

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ARBORLIGHT, INC.	10/19/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ABL TECHNOLOGIES, LLC	
<b>Street Address:</b>	20 POCONO RD	
<b>City:</b>	BROOKFIELD	
<b>State/Country:</b>	CONNECTICUT	
<b>Postal Code:</b>	06804	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	14068295	
<b>Application Number:</b>	62267656	
<b>Application Number:</b>	15380707	
<b>Application Number:</b>	15846795	
<b>Application Number:</b>	62326330	
<b>PCT Number:</b>	US2013067760	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(914)288-0023	
<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>	9142880022	
<b>Email:</b>	spantidos@leasonellis.com	
<b>Correspondent Name:</b>	LEASON ELLIS LLP	
<b>Address Line 1:</b>	ONE BARKER AVENUE, FIFTH FLOOR	
<b>Address Line 4:</b>	WHITE PLAINS, NEW YORK 10601	
<b>ATTORNEY DOCKET NUMBER:</b>	05228/811326	
<b>NAME OF SUBMITTER:</b>	NIKKI SPANTIDOS	
<b>SIGNATURE:</b>	/Nikki Spantidos/	
<b>DATE SIGNED:</b>	11/19/2018	
<b>Total Attachments: 6</b>		

source=02083310#page1.tif

source=02083310#page2.tif

source=02083310#page3.tif

source=02083310#page4.tif

source=02083310#page5.tif

source=02083310#page6.tif

## ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications is made this 31st day of October, 2018 by ARBORLIGHT, INC., a Delaware corporation (hereinafter "ASSIGNOR") to and in favor of ABI TECHNOLOGIES, LLC, a Connecticut limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR is the record owner of the inventions disclosed in the issued patents and patent applications identified on Exhibit A (the "Patents and Patent Applications"); and

WHEREAS, ASSIGNEE and ASSIGNOR desire to confirm and evidence the assignment of all of ASSIGNOR's entire right, title and interest in and to the Patents and Patent Applications (and any patents that may issue therefrom) to ASSIGNEE;

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement dated October 16, 2018 between the PARTIES, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that it has assigned and transferred, and by these presents does hereby assign and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the Patents and Patent Applications, all patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for the Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all letters patent for said improvements and all letters patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents and Patent Applications and any all existing or future rights which may accrue under the Patents and Patent Applications.

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment of Patent and Patent Applications as of the date and year first above written.

THIS DOCUMENT NOT  
PREPARED BY THE  
UNDERSIGNED NOTARY  
ATTESTING TO SIGNATURES ONLY

ARBORLIGHT, INC.

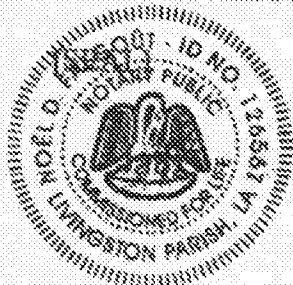
By: [Signature]  
Name Printed: Gregory Buck  
Title: CEO

Date: 10.19.18

STATE OF Louisiana  
COUNTY OF Orleans ss.

On October 19, 2018, before me personally appeared Gregory Buck, on behalf of ARBORLIGHT, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity on behalf of said entity.

WITNESS my hand and official seal.



[Signature]  
Notary Signature

## EXHIBIT A

## Assigned Patents and Patent Applications

<u>Title</u>	<u>Owner</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date/Priorit y Date</u>
Natural Daylight Emulating Light Fixtures and Systems	Arborlight, Inc.	USA	14/068295	10/31/2013		10/12/2012
Natural Daylight Emulating Light Fixtures and Systems	Arborlight, Inc.	Patent Cooperation Treaty	PCT/US2013/067760	10/31/2013		10/31/2012
Natural Daylight Emulating Light Fixtures and Systems	Arborlight, Inc.	European Patent Convention	138511050	5/22/2015		10/31/2012
Natural Daylight Emulating Light Fixtures and Systems	Arborlight, Inc.	Hong Kong	151088630	09/10/2015		10/31/2012
Artificial Light Configured For Daylight Emulation	Arborlight, Inc.	USA	62/267636	12/15/2015		12/15/2015
Artificial Light Configured For Daylight Emulation	Arborlight, Inc.	USA	15/380707	12/15/2016		12/15/2015
Artificial Light Configured For Daylight Emulation	Arborlight, Inc.	USA	15/846795	12/19/2017		12/15/2015
Artificial Light Configured For Daylight Emulation	Arborlight, Inc.	USA	62/326330	04/22/2016		04/22/2016

## **BILL OF SALE**

This BILL OF SALE is made this 31st day of October, 2018 by ARBORLIGHT, INC., a Delaware corporation (hereinafter "ASSIGNOR") to and in favor of ABL TECHNOLOGIES, LLC, a Connecticut limited liability company ("ASSIGNEE").

## **RECITALS**

**WHEREAS**, in connection with a certain Asset Purchase Agreement dated October \_\_, 2018, Assignor is transferring to Assignee the Acquired Assets as defined in the Asset Purchase Agreement; and

**WHEREAS**, the Assignor and Assignee desire to memorialize the transfer of Assets (as herein defined), by Assignor to Assignee.

**NOW, THEREFORE**, in consideration of the foregoing and the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby unconditionally transfer, sell, assign, deliver and convey unto Assignee, all right, title and interest in and to all the assets and property described in Exhibit A (the "Assets").

Said Assets shall be held and enjoyed by Assignee for its own use and enjoyment and 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 had this assignment not been made, including, without limitation, the entire worldwide right, title and interest in and to all causes of action and enforcement rights for the Assets and all rights to sue, counterclaim, and recover for past, present and future infringement of the rights assigned and to collect damages now or hereafter accrued.

Assignor, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee any and all of the property conveyed, transferred and assigned hereby, all at the sole cost and expense of Assignor.

Assignor and Assignee each warrant that (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, (ii) it has taken all action necessary to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby, and (iii) no consent of any third party is required in connection with Assignor's transfer and assignment and Assignee's acquisition of the Assets.

This Agreement is made subject to and with the benefit of the representations and warranties, and other provisions of the Asset Purchase Agreement. Nothing in this Agreement shall be deemed to limit or modify the provisions set forth in the Asset Purchase Agreement. In the event of any conflict or other inconsistency between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, ASSIGNOR has executed this Bill of Sale as of the date and year first above written.

ARBORLIGHT, INC.

By: Gregory S Buck

Name Printed: Gregory Buck

Title: CEO

Date: 10/21/2018 9:02:50 AM PDT

EXHIBIT A

The Assets consist of the following together with all other tangible and intangible assets used or held for use in connection with the business of Assignor:

- (a) all intellectual property of any nature, including all patents, patent applications, designs, prototypes, trade secrets, trade names and tangible and intangible rights;
  - (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive;
  - (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor;
  - (d) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default;
  - (e) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.
  - (f) All customer lists and vendor lists owned by Assignor;
  - (g) Any and all technical drawings owned by Assignor;
  - (h) Trademark for "Daylight Emulation";
  - (i) All assets and property previously transferred to Assignee on an interim basis;
  - (i) Any and all equipment and inventory located at 46701 Commerce Center Drive, Plymouth, Michigan or previously transferred to Assignor including assorted Light Assorted Lightwell and Skyweaver fixtures without light engines, Lightwell parts and globe, assorted tools and materials, approximately 5 Skyweaver light engines used for parts, ladder, tool box, packaging material, and work computer and printer not previously transferred to Assignor;
- and
- (j) Any other assets and interests owned by Assignor not covered by the foregoing.