PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5687654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
STANLEY MAYER	10/11/2018
NICHOLAS CALACETO	10/11/2018
WENGANG GAO	10/11/2018
BRIAN KIM	08/24/2019

RECEIVING PARTY DATA

Name:	RAB LIGHTING INC.
Street Address:	170 LUDLOW AVENUE
City:	NORTHVALE
State/Country:	NEW JERSEY
Postal Code:	07647

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16118954

CORRESPONDENCE DATA

Fax Number: (317)237-3900

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.

Phone: 317-237-3800

Email: pstallwood@fbtlaw.com FROST BROWN TODD LLC **Correspondent Name:** 201 NORTH ILLINOIS STREET Address Line 1:

Address Line 2: **SUITE 1900**

Address Line 4: INDIANAPOLIS, INDIANA 46244-0961

ATTORNEY DOCKET NUMBER:	RABL-293-US-0715785
NAME OF SUBMITTER:	PATRICIA E. STALLWOOD
SIGNATURE:	/Patricia E. Stallwood/
DATE SIGNED:	08/27/2019

Total Attachments: 7

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> **PATENT REEL: 050176 FRAME: 0108** 505640848

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PATENT REEL: 050176 FRAME: 0109

Stanley Mayer of Middletown, New York, US Nicholas Calaceto of Mahwah, New Jersey, US Wengang Gao of Ningbo, CN Brian Kim of Palisades Park, New Jersey, US

hereinafter referred to (either singularly or collectively as appropriate) as the "Assignor" has created certain items of intellectual property in

APPARATUSES AND METHODS FOR EFFICIENTLY DIRECTING LIGHT TOWARD AND AWAY FROM A MOUNTING SURFACE

which includes proprietary information, various forms of intellectual property, for example, inventions, patents, copyrights, and/or trade secrets, hereinafter referred to as the "Intellectual Property," created by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in

United States or PCT International Patent Application No. <u>16/118,954</u>, which was filed on <u>August 31, 2018</u>.

hereinafter referred to as the "Application."

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby grant, assign, sell and transfer to

RAB Lighting Inc., a Corporation of the state of New York, having a principal place of business at 170 Ludlow Avenue, Northvale, NJ 07647 hereinafter referred to as the "Assignee," the Intellectual Property and all rights related thereto, hereinafter referred to as the "Intellectual Property and Related Rights", which include but are not limited to the following items (i) through (v) and (a) through (c):

- (i) all of the entire worldwide right, title, and interest in, to and under the Intellectual Property,
- (ii) all of the entire worldwide right, title and interest in, to and under future developments, including improvements, in the Intellectual Property.
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iv) all of the entire worldwide right, title and interest, including the beneficial interest, together with all rights of priority, in, to and under, including the right to file, any and all applications based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, which include, but are not limited to, provisional, non-provisional, utility, utility model, design, industrial design, innovation, invention, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, examinations, re-examinations, review (e.g., Inter Partes and Post-Grant), and reissues thereof, and
- (v) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under any and all patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, which include, but are not limited to, non-provisional, utility, utility model, design, industrial design, innovation, invention, international, national/regional phase, plant, and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, examinations, re-examinations, review (e.g., Inter Partes and Post-Grant), and reissues thereof.

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

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Page 1 of 7

Atty. Docket No. RABL-293-US

as related to the Intellectual Property, future developments in the Intellectual Property, the Application and any and all applications or patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

To the extent not granted, assigned, sold or transferred to the Assignee by the above and for the good and valuable consideration acknowledged above, the Assignor agrees to and does hereby grant, assign, sell and transfer unto the Assignee any and all future developments, including improvements, in the Intellectual Property and Related Rights immediately and automatically upon existence.

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no grant, assignment, sale, transfer, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Intellectual Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Intellectual Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby agrees that the Assignor will, in view of the good and valuable consideration acknowledged above, perform the following as relating to the Intellectual Property, the Application and the portions of any and all applications or patents based on or arising from the Intellectual Property or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Intellectual Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all papers necessary or desirable to enforce or perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Intellectual Property, the Application and any and all applications or patents based on or arising from the Intellectual Property or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors, which may be necessary or desirable in connection with any proceeding, such as any linter partes review, post-grant review, supplemental examination, interference, derivation proceeding, other post-grant proceeding, or litigation;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Intellectual Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Intellectual Property and Related Rights without express written authorization by the Assignee, and, if there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid and cooperate in securing, maintaining and enforcing proper protection for the Intellectual Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Intellectual Property and Related Rights, whether inadvertent, willful, past, present or future, does not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to Issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

Assignor understands that SmithAmundsen LLC does not personally represent Assignor or Assignor's legal interests, but instead represents the interests of Assignee. Assignor acknowledges Assignor's right to retain Assignor's own independent legal counsel.

Page 2 of 7

Atty, Docket No. RABL-293-US

This Assignment embodies the complete and final agreement between the parties on this subject and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of <u>New Jersey</u>, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of <u>New Jersey</u> in connection with any dispute arising under the Assignment.

If any provision or term of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining provisions and terms of this Assignment, which remaining provisions and terms shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of August 31, 2018.

PMI-

Atty. Docket No. RABL-293-US

Assignor.	$A_{N}9-A_{N}$
	Signature (Assignor/Inventor)
	Printed Name: Stanley Mayer
	Date: 1 day of OCTOBER, 20 18
Notary (for Inventors in U.S.):	
STATE OF New Jeasey COUNTY OF Berger	
COUNTY OF BUYELD'): ss
	and for the County and State, personally appeared the above-named
Assignor, <u>Stanley Mayer,</u> who exe	cuted the foregoing Assignment in my presence and acknowledged the
execution thereof as their free and expressed.	voluntary act and deed for the uses and purposes therain set forth and
	Signature (Notary Public): <u>Harr</u> J. Marks
	Signature (Notary Public): Hale L. Marks Printed Name: Grace L. MARKS Date: 11 day of Detaber , 20 / 8 Resident of Rockland County
	11 Detaber 18
	Date: 17 day of 0010 000 20 / 3
	a
	Resident ofCounty
	My Commission Expires: 3/30/20
	My Commission Expires: $3/30/20$
	My Commission Expires: 3/30/20
Witnesses (for Inventors in China)	My Commission Expires: 5/30/20
	My Commission Expires: $9/30/20$
	My Commission Expires: 430/20
Signature (Witness 1):	My Commission Expires: $9/30/20$
Signature (Witness 1):	My Commission Expires: 3/30/20
Printed Name (Witness 1):	My Commission Expires: $3/30/20$



Assignor:	Mulaula Culto Signature (Assignar/Inventor)
	Printed Name: Nicholas Calaceto
	Date: 1 day of October 20 / 8
	Date: 11 day of 1/01-6 6 6
Notary (for Inventors in U.S.):	
STATE OF THE STATE OF	<u>(</u>
STATE OF TUNSTALY COUNTY OF TUREN): SS
	nd for the County and State, personally appeared the above-named
Assignor, Nicholas Calaceto, who ex-	ecuted the foregoing Assignment in my presence and acknowledged d voluntary act and deed for the uses and purposes therein set forth
and a market state of the state	
######################################	Signature (Notary Public): <u>Lucy X. Marles</u>
	Printed Name: 6roce L. HARKS
	Date: 1th day of October ,2018
	Date: 11 day of 1201 8 201 8
	Resident of <u>Rock (wind</u> County
	My Commission Expires: <u>3/3と/2</u> 0
Witnesses (for Inventors in China):	A CE ()
uadi sitemat di	/%.**\\$
Signature (Witness 1):	
Printed Name (Witness 1):	
	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Signature (Witness 2):	
Printed Name (Witness 2):	

Document No. 26924551_1

Page 5 of 7

Atty. Docket No. RABL-293-US

PATENT REEL: 050176 FRAME: 0114

Assignor.			Ż
	Signature (Assignor/li		
	Printed Name: Weng.	ang Gao	
	Date:day of		
Notary (for Inventors in U.S.):			
STATE OF			
COUNTY OF			
Before me, a Notary Public, in an Assignor, <u>Wengang Gao</u> , who execut execution thereof as their free and vo expressed.	ted the foregoing Assigna	nent in my presence ai	nd acknowledged the
	Signature (Notary Put	slic)	
	Printed Name:		
	Date:day of		
	Resident of		County
	My Commission Expir	es:	
Witnesses (for Inventors in China).			
Signature (Witness 1):			
Printed Name (Witness 1):			
Signature (Witness 2):		and the second s	
Printed Name (Witness 2):			

Document No. 26924651_1

Page 6 of 7

Atty: Docket No. RABL-213-US

	and the second s	
Assignor;	Pmlan	
	Signature (Assignor/Inventor)	
	Printed Name: <u>Brian Kim</u>	
	Date: 24 day of Queust	,20 <u>/9</u>
Notary (for Inventors in U.S.):	<i>(</i>	· · · · · · · · · · · · · · · · · · ·
STATE OF		
STATE OF): SS	
Assignor, Brian Kim, who execute	and for the County and State, personally appear d the foregoing Assignment in my presence an oluntary act and deed for the uses and purposes	id acknowledged the
	Signature (Notary Public):	
	Printed Name:	
	Date: day of	
	Resident of	County
	My Commission Expires:	
Witnesses (for Inventors in China):		
Signature (Witness 1):		
Printed Name (Witness 1):		
1907 - 1101 - J. B. B. B. J. J. J. J. B. J.		
Signature (Witness 2):		
Printed Name (Witness 2):		
	A notary public or other officer completing this certificate ventiles only the identity of the indevatual	who signed
	the document to which this certificate in attached, and not the treithfusiers, accuracy, or validity of the State of California, County of Santa Clara Jas. On $\frac{68/24}{24}$ County before me R.C. Single,	hat document.
R. C. SINGH Notary Public - California Santa Clara County Commission # 2127662 My Comm. Expires Oct 21, 2019	Notary Public, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are so the within isotroment and arknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity up which the person(s) acted, executed the instrument. I certif, under PENALTY OF PERIURY under the State of California that the foregoing paragraph is time and correct. WITHESS my hand and official s	rauthonized non behalf of laws of the
		C. C.

Page 7 of 7

PATENT REEL: 050176 FRAME: 0116

Atty, Docket No. RABL-293-US