

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6183882

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
VERILUX, INC.		06/23/2020
RECEIVING PARTY DATA		
Name:	BEAR DOWN BRANDS, LLC	
Street Address:	14505 ASTRONAUTICS LN	
City:	HUNTINGTON BEACH	
State/Country:	CALIFORNIA	
Postal Code:	92647	
PROPERTY NUMBERS Total: 24		
Property Type	Number	
Patent Number:	D704851	
Patent Number:	D700973	
Patent Number:	D734528	
Patent Number:	D524962	
Patent Number:	D555264	
Patent Number:	D692608	
Patent Number:	D483147	
Patent Number:	D545995	
Patent Number:	D807522	
Patent Number:	D553777	
Patent Number:	D760398	
Patent Number:	D760913	
Patent Number:	D481471	
Patent Number:	8105532	
Patent Number:	8330121	
Application Number:	29667744	
Application Number:	29667748	
Application Number:	29667757	
Application Number:	29667760	
Application Number:	29667764	

Property Type	Number
Application Number:	29667664
Application Number:	16169401
Application Number:	16414187
Application Number:	16704150

CORRESPONDENCE DATA

Fax Number: (973)597-2400

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.

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Correspondent Name: MATTHEW P. HINTZ, ESQ.

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Address Line 2: ONE LOWENSTEIN DRIVE

Address Line 4: ROSELAND, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER: 34540.8

NAME OF SUBMITTER: MATTHEW HINTZ, ESQ.

SIGNATURE: /Matthew Hintz/

DATE SIGNED: 07/02/2020

Total Attachments: 5

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and delivered as of June 23, 2020 (the "Effective Date") by Verilux, Inc., a Connecticut corporation (the "Assignor"), for the benefit of Bear Down Brands, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, the Assignee and Nicholas G. Harmon have entered into that certain Asset Purchase Agreement dated as of June 23, 2020 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to all United States and foreign patents, and applications for United States and foreign patents, in each case that are identified on Schedule A hereto (collectively, the "Patent Rights").

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

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Patent Rights; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Patent Rights, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon request of Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may be required to record and perfect the rights assigned herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in the Patent Rights, to record the Assignee as the assignee and owner of any and all of the Assignor's Patent Rights.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

VERILUX, INC.

By: 

Name:

Title:

Nicholas Hornum
President

Address:

Verilux, Inc.
340 Mad River Park, Suite 1
Waitsfield, VT 05673
Attention: Chief Executive Officer

[Signature page to Patent Assignment Agreement]

AGREED AND ACCEPTED:

BEAR DOWN BRANDS, LLC

By: 

Name: Scott Peelman

Title: Chief Financial Officer

Address:

Bear Down Brands, LLC

14505 Astronautics Ln

Huntington Beach, CA 92647

Attention: Chief Financial Officer

[Signature page to Patent Assignment Agreement]

SCHEDULE A**Patent Rights**

Jurisdiction	Title	Status	Patent No. / Application Serial No.
United States	Light Therapy Lamp	GRANTED	D704,851
United States	Light Therapy Lamp	GRANTED	D700,973
United States	Table Lamp	GRANTED	D734,528
United States	Portable Lamp	GRANTED	D524,962
United States	Portable Luminaire	GRANTED	D555,264
United States	Lamp	GRANTED	D692,608
United States	Lamp Head With Integrally Formed Handle	GRANTED	D483,147
United States	Lamp Hood	GRANTED	D545,995
United States	Luminaire For Light Treatments	GRANTED	D807,522
United States	Lamp With Integral Clock	GRANTED	D553,777
United States	Lamp with Stand	PENDING	29/667,744
United States	Lamp with Stand	PENDING	29/667,748
United States	Lamp with Stand	PENDING	29/667,757
China	Lamp with Stand	ALLOWED	2019302076155
European Union	Lamp with Stand	GRANTED	006367488
Great Britain	Lamp with Stand	GRANTED	6059451
Japan	Lamp with Stand	PENDING	2019-009124
Korea	Lamp with Stand	PENDING	30-2019-0019267
United States	Light For Lamp Therapy	GRANTED	D760,398
United States	Light Therapy Luminaire	GRANTED	D760,913
United States	Light Bulb And Socket	GRANTED	D481,471
United States	Icon For Lamp	PENDING	29/667,760
United States	Icon For Lamp	PENDING	29/667,764
United States	Circular Lamp	PENDING	29/667,664
United States	Mobile Disinfectant Device and Methods	GRANTED	8,105,532
United States	Dynamic Display And Control Of UV Source For Sanitization In Mobile Devices	GRANTED	8,330,121
United States	Lamp with Stand	PUBLISHED	16/169,401
United States	Frequency-Adjustable Lamp with Stand	PUBLISHED	16/414,187
United States	System For Aural Delivery of Light And Sound	PUBLISHED	16/704,150

PATENT**RECORDED: 07/02/2020****REEL: 053111 FRAME: 0609**