

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6282939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
SPECTRONICS CORPORATION			07/17/2020
RECEIVING PARTY DATA			
Name:	SPECTRO-UV, LLC		
Street Address:	4 DUBON COURT		
City:	FARMINGDALE		
State/Country:	NEW YORK		
Postal Code:	11590		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	8591066		
Patent Number:	8616722		
CORRESPONDENCE DATA			
Fax Number:	(704)331-1159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 NORTH TRYON STREET		
Address Line 2:	SUITE 4700, ATTN: IP DEPARTMENT		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	045545.000025		
NAME OF SUBMITTER:	JOHN SLAUGHTER		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	09/03/2020		
Total Attachments: 5			
source=IP Assignment - Spectronics Corporation to Spectro-UV, LLC#page1.tif			
source=IP Assignment - Spectronics Corporation to Spectro-UV, LLC#page2.tif			
source=IP Assignment - Spectronics Corporation to Spectro-UV, LLC#page3.tif			

source=IP Assignment - Spectronics Corporation to Spectro-UV, LLC#page4.tif

source=IP Assignment - Spectronics Corporation to Spectro-UV, LLC#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** ("IP Assignment") is made as of July 17, 2020 ("Effective Date") by and between Spectronics Corporation, a New York corporation ("Seller"), and Spectro-UV, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, pursuant to that certain Amended and Restated Asset Purchase Agreement dated as of the date hereof ("Asset Purchase Agreement"; all capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Asset Purchase Agreement), by and among Seller and Buyer, (a) at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, or cause to be assigned, transferred, conveyed and delivered to Buyer, and Buyer shall purchase from Seller, free and clear of all Encumbrances (except for Permitted Encumbrances), all of Seller's right, title and interest in, to and under the Intellectual Property Assets, including the Intellectual Property of Seller, in each case to the extent primarily related to or primarily used in the Spectroline UV Business and all Spectroline UV Business Intellectual Property set forth on Disclosure Schedule 4.10(a) of the Asset Purchase Agreement, and all goodwill associated with any of the foregoing assets, including the foregoing set forth on the attached Schedule A (collectively, the "Seller Intellectual Property Assets"), and (b) Seller is required to deliver to Buyer an executed counterpart to this IP Assignment.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements contained in this IP Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases from Seller, free and clear of any encumbrances, the Seller Intellectual Property Assets, including the Intellectual Property Assets set forth on the attached Schedule A and all goodwill of Seller connected with the use of and symbolized by any of the foregoing. Seller hereby unconditionally waives (to the extent waivable) all non-assignable moral, publicity or other rights relating to the Seller Intellectual Property Assets and any related claims therein, including without limitation rights under the Visual Artists Rights Act of 1990 and any and all rights of identification of authorship, paternity, integrity, disclosure, withdrawal, reversion, termination, restriction or limitation on use or subsequent modifications, and approval or consent with respect to any modification, alteration, disassembly, removal, distortion, or mutilation of the Seller Intellectual Property Assets.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patent and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Seller shall execute any and all documents, papers, forms and authorizations and take all other further actions as reasonably requested by Buyer and its successors, assigns and legal representatives to transfer ownership and control of the Seller Intellectual Property Assets to Buyer, its successors or assigns, including, but not limited to, assignments, transfers and related powers of attorney, and to obtain, maintain, perfect, and protect the Seller Intellectual

Property Assets and Buyer's rights therein (the "Further Actions"). Seller grants Buyer a limited power of attorney (coupled with an interest, in that Buyer has an interest in the Seller Intellectual Property Assets, and that as a result, in addition to any other consequences under Law, this power is irrevocable and will survive Seller's dissolution) solely to execute and file any documents on behalf of Seller to effect the Further Actions. All Further Actions undertaken by Seller following the Effective Date shall be at Buyer's sole and exclusive expense.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Seller Intellectual Property Assets. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. The terms of Section 9.12 of the Asset Purchase Agreement with respect to governing law, consent to jurisdiction, and otherwise, are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

7. Entire Agreement. This IP Assignment, together with the Asset Purchase Agreement and other Transaction Documents and other documents referred to herein or therein, including any exhibits and schedules hereto or thereto, constitute the sole and entire agreement of the parties to this IP Assignment with respect to the subject matter contained herein and therein, and supersedes all other prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. This IP Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party. The parties participated jointly in the negotiation and drafting of this IP Assignment and the documents relating hereto, and each party was (or had ample opportunity to be) represented by legal counsel in connection with this IP Assignment, and each party and each party's counsel has reviewed and revised (or had ample opportunity to review and revise) this IP Assignment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

Spectronics Corporation, a New York corporation

By: _____

Name: Jon Cooper

Title: President

BUYER:

Spectro-UV, LLC, a Delaware limited liability company

By: Spectro-UV Holdings, LLC, its Manager

By: Ten Oaks Management, LLC, its Manager

Name: Matthew Magan

Title: Principal

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

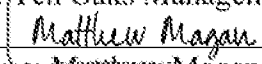
Spectronics Corporation, a New York corporation

By: _____
Name: Jon Cooper
Title: President

BUYER:

Spectro-UV, LLC, a Delaware limited liability company

By: Spectro-UV Holdings, LLC, its Manager

By: ~~Ten Oaks Management, LLC, its Manager~~


Name: ~~Matthew Magan~~
Title: Principal

Schedule A

Patents:

US 8,591,066 - MODULAR LAMP HEAD AND ASSEMBLY FOR NON-DESTRUCTIVE TESTING

US 8,616,722 - INSPECTION LAMP WITH INTERCHANGEABLE MOUNT

Unregistered Trademarks:

uVision	TRITAN	Spectrolinker
EDGE	PowerMAX	Qwik-Connect
CLARITY	MAXIMA	Cobra
VINTAGE	SUPERFLOOD	Cobra-Plus
QUADRAN	VIVID	De-GERMinator
EagleEye	AccuPRO	On-Trak
OPTI-LUX	AccuMAX	Multi-Lite
OPTIMAX	MiniMAX	CellBlaster

Registered Trademarks:

Trademark	Registration Number
SPECTROLINE	1943724

All goodwill connected with the use of and symbolized by the trademarks.

Intellectual Property Licenses:

None.

Copyrights:

All copyrights in the Purchased Assets and in Spectroline UV Business Intellectual Property.

All related past, present, and future causes of action related to the foregoing and any and all interests, claims, and rights for damages, profits, and other awards related to any past, present, or future infringement, misappropriation, dilution, or other violation of the foregoing intellectual property on this Schedule A.