

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6417805

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPECTRUM KING, LLC	10/09/2020
RECEIVING PARTY DATA	
Name:	SK LED, LLC
Street Address:	4950 SOUTH YOSEMITE STREET F2 #393
City:	GREENWOOD VILLAGE
State/Country:	COLORADO
Postal Code:	80111
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10238043
Patent Number:	10244687
CORRESPONDENCE DATA	
Fax Number:	(513)381-5823
<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:	(513) 381-0656
Email:	TMOORE@KPLAW.COM
Correspondent Name:	TERRY E. MOORE
Address Line 1:	201 EAST FIFTH STREET, SUITE 800
Address Line 4:	CINCINNATI, OHIO 45202
NAME OF SUBMITTER:	TERRY E. MOORE
SIGNATURE:	/TERRY E. MOORE/
DATE SIGNED:	11/24/2020
Total Attachments: 7	
source=Intellectual Property Assignment Agreement #page1.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") made this ^{9th} day of October, 2020 (the "Effective Date") by and among the SK LED, LLC, a Delaware limited liability company (the "Company"), and Spectrum King, LLC a Delaware limited liability company ("Spectrum King"), and Bright Light L.E.D., Inc., a California corporation ("Bright Light" or each, a "Contributor" and collectively, the "Contributors").

RECITALS:

WHEREAS, Contributors, the Company and certain other parties signatory thereto are parties to that certain Contribution Agreement, dated as of the Effective Date (the "Contribution Agreement"), pursuant to which Contributors have agreed to contribute, transfer and assign to the Company, and the Company wishes to acquire from the Contributors, the Contributed Assets (as defined in the Contribution Agreement); and

WHEREAS, in connection with the acquisition of such assets and as a condition thereof, the Company has required certain representations and covenants from Contributors.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises made herein the parties agree as follows:

1. **Definitions.** Capitalized terms used herein without definition shall have the respective meanings given to them in the Contribution Agreement.

2. **Assignment of Intellectual Property.** Contributors hereby assign to the Company all of right, title, and interest in and to any and all Contributed IP, including without limitation:

(a) **Patents.** Spectrum King hereby assigns and transfers to the Company the entire right, title, and interest in and to the patents identified on Exhibit A attached hereto and incorporated herein (the "Patents") and the inventions covered by the Patents (the "Inventions"), including but not limited to: (i) all reissues, divisions, continuations and extensions of each of the Patents; (ii) all right, title and interest in and to the Inventions disclosed in such Patents; (iii) all right, title and interest in and to any domestic or foreign patents issued or to be obtained on such Inventions; (iv) all rights of action arising from each of the Patents; and (v) all claims for damages by reason of past infringement of each of the Patents and the right to sue and collect damages for such infringement. All of the preceding rights, title and interests shall be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its successors and assigns, as the same would have been held by Spectrum King had this assignment not been made. Spectrum King authorizes the Commissioner of Patents of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Patents set forth on Exhibit A to the Company as assignee of Spectrum King's entire right, title and interest therein.

EXECUTION

(b) Registered Marks. Spectrum King hereby assigns and transfers to the Company the entire right, title and interest in and to the registered trademarks and service marks identified on Exhibit A, attached hereto and incorporated herein (collectively the "Trademarks"), together with (i) the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in each of the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademark), (ii) all income, royalties, and damages that become due or payable to Spectrum King with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of any of the Trademarks, and (iii) all rights to sue for past, present, and future infringements or misappropriations of any of the Trademarks. All of the preceding rights, title and interests shall be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its successors and assigns, as the same would have been held by Spectrum King had this assignment not been made. Spectrum King authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on Exhibit A to the Company as assignee of Spectrum King's entire right, title and interest therein.

(c) Copyrights. All copyright interest in any works of authorship whether registered or unregistered, including the registered copyrights identified on Exhibit A, attached hereto and incorporated herein (collectively the "Copyrights"), together with (i) all rights to renew or extend any registrations included in each of the Copyrights; (ii) the right to apply for copyright registrations within or outside the United States based in whole or in part upon the works of authorship identified in any such Copyrights; (iii) all income, royalties, and damages that become due or payable to Spectrum King with respect to the Copyrights, including damages and payments for past or future infringements and misappropriations of any of the Copyrights, and (iii) all rights to sue for past, present, and future infringements or misappropriations of any of the Copyrights. All of the preceding rights, title and interests shall be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its successors and assigns, as the same would have been held by Spectrum King had this assignment not been made.

3. Moral Rights. This assignment includes all rights of paternity, integrity, disclosure, attribution and withdrawal and any other rights that may be known or referred to as "moral rights." To the extent any of the foregoing moral rights may not be assigned under applicable law, each Contributor hereby waives any and all such moral rights in any Contributed IP and further hereby irrevocably grants to the Company, its successor and assigns, any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the fullest extent possible. Each Contributor further agrees that it will, without further consideration but at the Company's expense, confirm any such waivers, ratifications and consents from time to time as requested by the Company and further hereby covenants and agrees that it will not bring an action against the Company, its successors or assignee(s) with respect to any alleged violation of such "moral rights".

4. Records. Contributors will provide to the Company all correspondence, files and written records relating to the Contributed IP in Contributors' possession or control.

EXECUTION

5. **Registrations.** Contributors will, upon request, assist the Company, or its designee, without expense to itself, in every proper way to secure the Company's rights in the Contributed IP and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including, but not limited to, the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Contributed IP, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Contributors agree that its obligations to execute or cause to be executed any such instrument or papers shall be continuing.

6. **Terms of the Contribution Agreement.** The terms of the Contribution Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities related to the Contributed IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms of this Agreement, the terms of the Contribution Agreement shall govern.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

8. **Counterparts.** This Agreement 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 Agreement delivered by facsimile or other electronic transmission of such signature (e.g. PDF or other electronic image) or by electronic signature (e.g. DocuSign) and such execution shall have the full force and effect of an original hard copy signature of this Agreement.

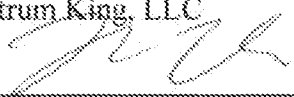
SIGNATURE PAGES FOLLOW

EXECUTION

IN WITNESS WHEREOF the parties have set their hands as of the day and year first written above.

CONTRIBUTORS:

Spectrum King, LLC


Signature

Rami Vardi
Printed Name

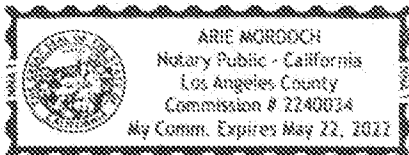
CEO
Title

State of CALIFORNIA :

County of LOS ANGELES : 88

The foregoing instrument was acknowledged before me this 9th day of November, 2020, by RAMI VARDI, the duly authorized CEO of Spectrum King, LLC, a Delaware limited liability company, known to me or identity proved to my satisfaction, who acknowledged the execution of the foregoing instrument to be his free act and deed and the free corporate act and deed of Spectrum King, LLC.


Notary Public



EXECUTION

Bright Light L.E.D., Inc.

[Handwritten Signature]

Signature

Rami Vardi

Printed Name

CEO

Title

State of CALIFORNIA :

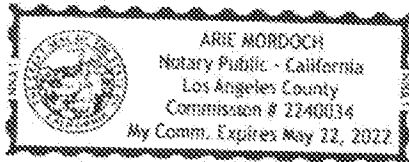
: 88

County of LOS-ANGELES :

The foregoing instrument was acknowledged before me this 1st day of ^{November} ~~October~~, 2020, by RAMI VARDI, the duly authorized CEO of Bright Light L.E.D., Inc. a California corporation, known to me or identity proved to my satisfaction, who acknowledged the execution of the foregoing instrument to be his free act and deed and the free corporate act and deed of Bright Light L.E.D., Inc.

[Handwritten Signature]

Notary Public



EXECUTION

COMPANY:

SK LED, LLC

Bryan E. Gordon
Signature

Bryan E. Gordon
Printed Name

Chairman of the Board
Title

State of CALIFORNIA :
: SS

County of LOS ANGELES :

The foregoing instrument was acknowledged before me this 9th day of October, 2020, by RAMI UGEDI, the duly authorized C.E.O of SK LED, LLC, a Delaware limited liability company, known to me or identity proved to my satisfaction, who acknowledged the execution of the foregoing instrument to be his free act and deed and the free corporate act and deed of SK LED, LLC.

[Signature]
Notary Public

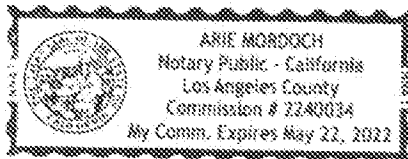


EXHIBIT A

Business Registered IP

Patents:

Title of Invention	Current Owner	Date of Issued/Publication	Application/Registration Number	Status
Full Spectrum LED Grow Light System	Spectrum King, LLC	March 26, 2019	15/908,546/ 10,238,043 B1	Patented Case
LED Grow Light System	Spectrum King, LLC	April 2, 2019	15/908,539 / 10,244,687 B1	Patented Case

Registered Trademarks and Service Marks:

Trademark	Current Owner	Filing Date	Registration Date	Application/Registration Number
Spectrum King	Spectrum King, LLC	Nov. 18, 2014	July 14, 2015	4,772,652
Spectrum King	Spectrum King, LLC	May 15, 2015	Dec. 15, 2015	4,870,763

Registered Copyrights:

None.