

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6747364

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LUXAPEL, LLC, DBA LUXIUM LIGHTING	05/01/2020
RECEIVING PARTY DATA	
Name:	KELVIX LLC
Street Address:	6285 LAKEVIEW BLVD
City:	LAKE OSWEGO
State/Country:	OREGON
Postal Code:	97035
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D801554
CORRESPONDENCE DATA	
Fax Number:	(214)855-8200
<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>	
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Address Line 2:	NORTON ROSE FULBRIGHT US LLP
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ATTORNEY DOCKET NUMBER:	1001146700
NAME OF SUBMITTER:	CHRIS ANDERSEN
SIGNATURE:	/chris andersen/
DATE SIGNED:	06/07/2021
Total Attachments: 2	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated May 1, 2020 (the “Effective Date”), is made by Luxapel, LLC, dba Luxium Lighting, an Oregon limited liability company (“Assignor”), in favor of Kelvix LLC, an Oregon limited liability company (“Assignee”). Assignee is the receiver of certain assets of Assignor pursuant to an Asset Purchase Agreement between Assignee and Assignor, dated May 1, 2020 (the “Purchase Agreement”). Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor irrevocably sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor’s right, title, and interest in and to the following (collectively, the “Assigned IP”):

(a) Assignor’s registered and unregistered intellectual property, including Assignor’s: (i) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, including all rights relating to the names “Luxium Lighting” and “Luxium”; (ii) copyrights and works of authorship, whether or not copyrightable; (iii) internet domain names, including the domain names LuxiumLighting.com and Luxium.com, and all associated web addresses, URLs, websites, and web pages, and all content and data thereon or relating thereto; (iv) patents, including United States patent number D801,554; (v) trade secrets, know-how, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; (vi) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof; and (vii) other intellectual or industrial property and proprietary rights;

(b) all Assignor’s rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and 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, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the Effective Date, upon Assignee’s reasonable request, Assignor will

take the requested steps and actions, and cooperate and assist Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any Assignor or successor thereto.

3. Terms of the Purchase Agreement. Assignor acknowledges and agrees that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. This IP Assignment will not supersede the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement, which will remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement will govern.

4. Governing Law. This IP Assignment will be governed by and construed in accordance with the internal laws of the state of Oregon.

ASSIGNOR:

LUXAPEL, LLC, DBA LUXIUM LIGHTING

Arlie Conner

By: Arlie Conner

Its: Manager

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