

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7199757

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME	
EFFECTIVE DATE:	02/23/2022	
CONVEYING PARTY DATA		
	Name	Execution Date
	NULEDS, INC.	02/23/2022
NEWLY MERGED ENTITY DATA		
	Name	Execution Date
	SPRINGS WINDOW FASHIONS, LLC	02/23/2022
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)		
Name:	SPRINGS WINDOW FASHIONS, LLC	
Street Address:	7549 GRABER RD	
Internal Address:	WI	
City:	MIDDLETON	
State/Country:	WISCONSIN	
Postal Code:	53562	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Patent Number:	8344641	
Patent Number:	8710759	
Patent Number:	8585248	
Patent Number:	8860209	
Patent Number:	9206974	
Patent Number:	9101028	
Patent Number:	9611989	
Patent Number:	10025279	
Patent Number:	10684597	
CORRESPONDENCE DATA		
Fax Number:	(602)382-6070	
<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:	602-382-6228	

Email:	IPDOCKET@swlaw.com, dmier@swlaw.com, cirvine@swlaw.com
Correspondent Name:	SNELL & WILMER L.L.P. (MAIN) - SOBELMAN
Address Line 1:	400 EAST VAN BUREN
Address Line 2:	ONE ARIZONA CENTER
Address Line 4:	PHOENIX, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	31949.00063
NAME OF SUBMITTER:	HOWARD I. SOBELMAN
SIGNATURE:	/Howard I. Sobelman/
DATE SIGNED:	03/01/2022

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “**Agreement**”) is entered into as of February 23, 2022, by and between Springs Window Fashions, LLC, a Delaware limited liability company (“**Purchaser**”), NuLEDs, Inc., a California corporation (“**Seller**”), Chris Isaacson (“**C. Isaacson**”) and Lisa Isaacson (“**L. Isaacson**” and together with **C. Isaacson**, the “**Key Individuals**”). Certain capitalized terms used in this Agreement are defined in **Exhibit A**.

RECITALS:

WHEREAS, Purchaser desires to buy from Seller, and Seller desires to sell to Purchaser, the Transferred Assets (as defined below); and

WHEREAS, Seller and the Key Individuals are willing to complete the sale of the Transferred Assets to Purchaser, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and adequacy of which the parties hereto acknowledge, Purchaser, Seller and the Key Individuals hereby agree as follows:

1. SALE OF TRANSFERRED ASSETS; RELATED TRANSACTIONS.

1.1 **Sale of Transferred Assets.** At the Closing (as defined in Section 1.6), Seller shall cause to be sold, assigned, transferred, conveyed and delivered to Purchaser, all right, title and interest in all of Seller’s personal, tangible, intangible and other properties, rights and other assets of any kind, other than the Excluded Assets as described in Section 1.2 (collectively, the “**Transferred Assets**”). The Transferred Assets include, without limitation, the following:

(a) all Accounts Receivable including, without limitation, the Accounts Receivable listed on Schedule 2.8;

(b) all Inventory including, without limitation, the Inventory listed on Schedule 2.7;

(c) all Equipment, Fixtures and Furniture including, without limitation, the Equipment, Fixtures and Furniture listed on Schedule 2.12;

(d) all of Seller’s rights under the contracts listed on Schedule 2.17 (the “Assigned Contracts”);

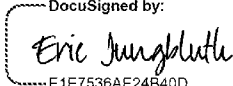
(e) all Intellectual Property including, without limitation, the Intellectual Property listed on Schedule 2.22;

(f) all Books and Records, or complete copies thereof as determined by Purchaser;

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

PURCHASER:

SPRINGS WINDOW FASHIONS, LLC

By:  _____
Name: Eric Jungbluth
Title: CEO

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]



The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

SELLER:

NULEDS, INC.

By: 
Name: CHRIS ISAACSON
Title: CEO

KEY INDIVIDUALS:


Chris Isaacson

Lisa Isaacson

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

SCHEDULE 2.22

Intellectual Property

Patents:

8,344,641 January 1, 2013, LED illumination control using simple digital command structure

8,710,759 April 29, 2014, LED illumination control using simple digital command structure

8,585,248 November 19, 2013, LED luminaire having heat sinking panels

8,860,209 October 14, 2014, and **9,206,974** December 8, 2015, LED luminaire having front and rear convective heat sinks

9,101,028 August 4, 2015, Powering and/or controlling LEDs using a network infrastructure

9,611,989 April 4, 2017 Systems and methods for modular indirect lighting

10,025,279 July 17, 2018 Controlling Loads and Collecting Building Information via IP Networks

10,684,597 June 16, 2020 Controlling Loads and Collecting Building Information via IP Networks

Trademarks: Lighting-over-IP

Trade Secrets:

PoE and Lighting Dimming Control Algorithms

[Back to Top](#)