

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8313638

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
OTTLITE TECHNOLOGIES, INC.	10/25/2023

RECEIVING PARTY DATA

Name:	OT LIGHTING BUYER, LLC
Street Address:	12276 SAN JOSE BLVD., BLDG. 618
City:	JACKSONVILLE
State/Country:	FLORIDA
Postal Code:	32223

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	6088173
Patent Number:	D611633
Patent Number:	6042067
Patent Number:	D640403
Patent Number:	D600844
Patent Number:	D441476
Patent Number:	6270238
Patent Number:	4794499
Patent Number:	7293897
Patent Number:	D760398
Patent Number:	D507841
Patent Number:	D615681
Patent Number:	D760913
Patent Number:	D930206
Application Number:	15386402
Patent Number:	6079850
Application Number:	17873726
Application Number:	13204196
Patent Number:	D604438
Patent Number:	6079857

PATENT

Property Type	Number
Patent Number:	D614334
Patent Number:	D963624
Patent Number:	D991541
Patent Number:	D924455
Patent Number:	5871274
Patent Number:	D993483
Patent Number:	D601288
Patent Number:	D600843
Patent Number:	D488705
Application Number:	13194416
Patent Number:	D652981
Patent Number:	D668067
Patent Number:	D600845
Patent Number:	D518652

CORRESPONDENCE DATA

Fax Number:

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.

Email: kjacobs@advantus.com

Correspondent Name: KYLE JACOBS

Address Line 1: 12276 SAN JOSE BLVD., BLDG. 618

Address Line 4: JACKSONVILLE, FLORIDA 32223

NAME OF SUBMITTER:	KYLE JACOBS
SIGNATURE:	/Kyle Jacobs/
DATE SIGNED:	12/06/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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**EXECUTION
MASTER ASSIGNMENT**

This assignment ("Assignment") is made on the last date shown below by OTTLITE TECHNOLOGIES, INC., a Delaware corporation, f/k/a ENVIRONMENTAL LIGHTING CONCEPTS, INC. (called "Assignor"), to OT LIGHTING BUYER, LLC, a Florida limited liability company ("Assignee"). This is the Master Assignment referred to in the Asset Purchase Agreement (the "Purchase Agreement"), dated on or about the date of this Assignment, by and among inter alia Assignor and Ott-Lite Holding Company, a Delaware corporation, collectively called the "Selling Parties" in the Purchase Agreement, and Assignee, called the "Buyer" therein.

WHEREAS, Assignor is the sole owner of:

- United States Patent D614334-S entitled Pocket Light;
- United States Patent D600843-S entitled Telescope Lamp;
- United States Patent 20130027913-A1 entitled Makeup Mirror with Light Source;
- United States Patent 20230034547-A1 entitled Multi-function Sanitizing Lamp Assembly;
- United States Patent D615681-S entitled LED Task Light;
- United States Patent D604438-S entitled Pillow Lamp;
- United States Patent 7293897-B2 entitled Integrated Fluorescent Lamp Device;
- United States Patent D640403-S entitled Convertible Table Lamp;
- United States Patent D601288-S entitled Task Lamp;
- United States Patent D652981-S entitled Lamp Assembly;
- United States Patent D668067-S entitled Side-lit Mirror;
- United States Patent D600844-S entitled Crane lamp;
- United States Patent D611633-S entitled Book Light;
- United States Patent 20120033437-A1 entitled Adjustable Lamp Assembly;
- United States Patent 4794499-A entitled Grounding Device for Lamp with Shielded Electrodes;
- United States Patent 5871274-A entitled Stretchable and Contractable Desk Lamp Device;
- United States Patent D441476-S entitled Desk Lamp;
- United States Patent 6079857-A entitled Pivot Connector for Easel Lamp;
- United States Patent D600845-S entitled Desk Lamp;
- United States Patent 6270238-B1 entitled Durable Pivotal Connecting Device for Table Lamp;

- United States Patent 6079850-A entitled Mounting Device for a Lamp For a Birdcage;
 - United States Patent 6042067-A entitled Clamping Holder for a Lamp for a Flowerpot;
 - United States Patent 6088173-A entitled Adjustable Magnifier Structure Mountable on Various Lamp Stands;
 - United States Patent D488705-S entitled Wall bracket;
 - United States Patent D518652-S entitled Mirror with Lamp;
 - United States Patent D507841-S entitled Lamp with Stand;
 - United States Patent D993483-S entitled Table Lamp;
 - United States Patent D991541-S entitled Rechargeable Lamp;
 - United States Patent D963624-S entitled Radar;
 - United States Patent D930206-S entitled Lighting Device;
 - United States Patent D924455-S entitled Speaker Lamp;
 - United States Patent 20170182288-A1 entitled Devices and Methods For Inhibiting Or Preventing Colonization Of Fluid Flow Networks By Microorganisms’
 - United States Patent D760913-S entitled Light Therapy Luminaire; and
 - United States Patent D760398-S entitled Lamp for Light Therapy;
- (collectively, “Patent Assets”), as recorded in the United States Patent and Trademark

Office; and

WHEREAS, Assignee desires to acquire all rights in and to the Patent Assets and any other patent(s) (and any reissues or extensions) of Assignor that may be granted in the United States and throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, Assignor’s entire right, title, and interest in and to Patent Assets (as well as such rights in any divisionals, continuations in whole or part, provisionals, non-provisionals, substitutes, renewals, reissues, oppositions, continued examinations, reexaminations, or extensions thereof), including the exclusive right for the Assignee to (a) sue for any infringement that may have occurred before the date of this Assignment; (b) file for any provisional, non-provisional, divisional, continuations in whole or part, renewal, substitute, reissue, opposition, continued examination, reexamination, reissue, foreign, or other application based on the disclosure set forth

in any Patent Assets directly in the name of Assignee; and (c) claim any priority rights to which such applications are entitled under international conventions, treaties, or otherwise. Regarding the latter, to the extent any such application or patent generates a “right of priority” and is within the “period of priority” at the date of this Assignment, the Assignor hereby sells, assigns, transfers, and conveys to Assignee such rights of priority. For this Assignment, the expressions “right of priority” and “period of priority” have the meanings given to them in the Paris Convention for the Protection of Industrial Property, as amended from time to time, and shall be understood as including any equivalent expressions in any national or supra-national legislation that gives effect to that Convention.

Assignor further agrees that, upon request and without further compensation, but at no expense to Assignor, Assignor and its applicable officers, trustees or other authorized representatives thereof, and Assignor’s successors and assigns, if applicable, will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patent Assets in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to the Patent Assets in the United States and throughout the world.

Assignor represents and warrants that Assignor has not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any patent granted for any application based on the disclosure set forth in any Patent Asset, or on any subsequently filed provisional, non-provisional, divisional, continuation in whole or in part, reissue, or other extension, to Assignee, its successors and assigns, as the assignee of Assignor’s entire interests in the Patent Assets.

Trademarks

WHEREAS, Assignor is the sole owner of:

- United States Trademark Registration No. 5537235 for OTTLITE WELLNESS SERIES;
- United States Trademark Registration No. 5537233 for A HEALTHIER WAY TO SEE;
- United States Trademark Registration No. 5460508 for WORKWELL BY OTTLITE

- United States Trademark Registration No. 5717740 for CLEAR SUN;
- United States Trademark Registration No. 5536732 for OTTLITE WORKWELL SERIES;
- United States Trademark Registration No. 4892253 for SEE CLEARLY AND COMFORTABLY
- United States Trademark Registration No. 3766783 for OTTLITE; and
- United States Trademark Registration No. 1704198 for OTTLITE;

(collectively, "Marks"), as recorded in the United States Patent and Trademark Office; and

WHEREAS, Assignee desires to acquire all rights in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with the goodwill associated therewith, the right to recover for damages and profits and other remedies for past infringements of the Marks, and the right to prosecute this and any other applications or registrations of the Marks.

Assignor further agrees that, upon request and without further compensation, but at no expense to Assignor, Assignor and its applicable officers, trustees or other authorized representatives thereof, and Assignor's successors and assigns, if applicable, will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable to vest Assignee's right, title, and interest in and to the Marks, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.

Assignor represents and warrants that Assignor has not granted and will not grant to others any rights inconsistent with the rights granted herein.

If Assignee is unable, for any reason, to obtain the assistance of Assignor, Assignor hereby designates and appoints Assignee as Assignor's agent and attorney-in-fact, with full power of substitution in Assignor's name and stead, to act for and on behalf of Assignor to take any and all steps to vest or perfect rights in Assignee, protect such rights, or enforce any claim or right of any kind with respect those rights. The power of attorney granted under this section is a power coupled

with an interest, and will be irrevocable until all Assignor's obligations are complete and performed in full.

The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Patent Assets, and the Marks, are incorporated herein by reference. Assignor acknowledges, covenants and agrees that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern, including but not limited to any limitations on liability set forth therein.

Assignee hereby accepts this Assignment.

* * *

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has caused this Assignment to be signed below individually, or if applicable, by a respective duly authorized officer.

ASSIGNOR

OTTLITE TECHNOLOGIES, INC., a Delaware corporation, f/k/a ENVIRONMENTAL LIGHTING CONCEPTS, INC.

By: *JSR*
John K. Sheppard (10/25/2023 15:42 EST)

Print: John Sheppard

Its: Chief Executive Officer

Date: October 25, 2023

ASSIGNEE

OT LIGHTING BUYER, LLC, a Florida limited liability company

By: Advantus, Corp., a Florida corporation, as manager

By: _____

Name: Kevin D. Carpenter

Title: President

Date: October 25, 2023

IN WITNESS WHEREOF, each party has caused this Assignment to be signed below individually, or if applicable, by a respective duly authorized officer.

ASSIGNOR

OTTLITE TECHNOLOGIES, INC., a Delaware corporation, f/k/a ENVIRONMENTAL LIGHTING CONCEPTS, INC.

By: _____

Print: John Sheppard

Its: Chief Executive Officer

Date: October 25, 2023

ASSIGNEE

OT LIGHTING BUYER, LLC, a Florida limited liability company

By: Advantus, Corp., a Florida corporation, as manager

By: Kevin D. Carpenter
Kevin D. Carpenter (Oct 26, 2023 13:08 EDT)

Name: Kevin D. Carpenter

Title: President

Date: October 25, 2023