

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323304

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Luxeon International Holding Limited		12/01/2013	CORPORATION: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delta Electronics, Inc.		
<b>Street Address:</b>	186 Ruey Kuang Road		
<b>City:</b>	Neihu, Taipei		
<b>State/Country:</b>	TAIWAN		
<b>Postal Code:</b>	114		
<b>Entity Type:</b>	CORPORATION: TAIWAN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4350570	QUMI	
<b>Registration Number:</b>	3807851	VIVITEK	
<b>Registration Number:</b>	2317827	VIVITEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126843999		
<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>			
<b>Phone:</b>	212-684-3900		
<b>Email:</b>	efiling@grr.com		
<b>Correspondent Name:</b>	Maria A. Savio		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	3744/064		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Maria Savio, Gottlieb, Rackman & Reisman		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Maria A. Savio		
<b>SIGNATURE:</b>	/mas/		

OP \$90.00 4350570

<b>DATE SIGNED:</b>	11/14/2014
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**Total Attachments: 3**

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## TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into and effective as of the date of 1st of Decemner, 2013 (hereinafter the "Effective Date") by and between Luxeon International Holding Limited, a British Virgin Islands corporation, having a correspondence address at Beaufort House, P.O. Box 438 Road Town, Tortola, British Virgin Islands (hereinafter referred to as "Luxeon"); and Delta Electronics, Inc., incorporated under the law of Taiwan, R.O.C. and having a business place at 186 Ruey Kuang Road, Neihu, Taipei 114, Taiwan, R.O.C. (hereinafter referred to as "Delta").

WHEREAS, Luxeon owns global trademarks and trademark applications as defined in Section 1 hereunder (the "Trademarks"),

WHEREAS, Luxeon agrees to assign the Trademarks to Delta and Delta agrees to accept the assignment of the Trademarks,

NOW, THEREFORE, in consideration of the mutual covenants, representations, and obligations set forth in this Agreement, the parties to this Agreement hereby agree as follows:

### 1. Definition of Trademarks

Trademarks to be assigned to Delta under this Agreement, which are globally owned by Luxeon, whether such Trademarks are registered or are in application process, shall be defined as the trademarks listed in Appendix A. attached hereto.

### 2. Transfer of Trademarks

- (1) Upon the Effective Date of this Agreement, Luxeon agrees to transfer the ownership of Trademarks along with the goodwill represented by the marks to Delta and Delta agrees to accept the foregoing Trademarks assignments to be the sole owner of the Trademarks.
- (2) Upon Delta's payment obligation under this Agreement, Luxeon agrees to provide DELTA all necessary documents, consents, agreements, signatures, and approvals required by global governmental Trademark Offices to fulfill its obligations of Trademarks assignments under this Agreement.

### 3. Assignment Costs and Payment Schedule

- (1) Delta agrees to pay a total amount of US One Dollar ("Assignment Cost") to Luxeon for the assignment of the Trademarks under this Agreement.
- (2) DELTA will pay total amount of the Assignment Cost by wiring remittance within ten (10) days after the Effective Date of this Agreement.

**4. Governmental and Service Fees**

The governmental fees for Trademark Offices and service fees for trademark attorneys required by the Trademarks assignment hereunder shall be borne by Delta.

**5. Representations**

Luxeon hereby represents and warrants that it has lawful ownership to the Trademarks and has full right, power, authority and capacity to execute and perform this Agreement.

**6. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of Taiwan, R.O.C. without the reference to its conflict laws principles. Any litigations arising from this Agreement shall be submitted to the exclusive jurisdiction of Taipei District Court, Taiwan, R.O.C. for the first instance.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

<b>The Assignor:</b> Luxeon International Holding Limited  By: <i>Otto Kong</i> Name: Otto Kong Title: President	<b>The Assignee:</b> Delta Electronics, Inc.  By: <i>Jeff Fu</i> Name: Jeff Fu Title: General Mnager
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**Appendix A. Trademark to Assign**

No.	Country	Application No.	Filing Date	Mark	Re. No.
1.	R.O.C.	97041433	September 3, 2008	VIVITEK & Design	1383469
2.	R.O.C.	100041994	August 17, 2011	QUMI	1587744
3.	R.O.C.	90045017	November 1, 2001	麗訊	1024819
4.	R.O.C.	93051837	November 9, 2004	VIVITEK	1173123
5.	U.S.A.	85/216310	January 12, 2011	QUMI	4,350,570
6.	U.S.A.	77/605,485	October 31, 2008	VIVITEK & Design	3,807,851

7.	U.S.A.	75/449,585	November 23,1998	VIVITEK	2,317,827
8.	CTM	005187893	July 10, 2006	VIVITEK	005187893
9.	CTM	009983875	May 20, 2011	QUMI	009983875
10.	CTM	007402977	November 18, 2008	VIVITEK & Design	007402977
11.	CHINA	7058587	November 17, 2008	VIVITEK & Design	7058587
12.	CHINA	4116545	June 14, 2004	VIVITEK	4116545
13.	CHINA	9807650	August 5, 2011	QUMI	9807650
14.	India	1738611	September 29, 2008	VIVITEK & Design	1738611
15.	India	1607217	October 1, 2007	VIVITEK	1607217
16.	India	2222760	October 19, 2011	QUMI	
17.	Saudi-Arabia	140502	March 1, 2009	VIVITEK & Design	1162/52
18.	Philippines	4-2008-014170	November 19, 2008	VIVITEK & Design	4-2008014170
19.	Canada	1291874	February 28, 2006	VIVITEK	TMA723,939
20.	Canada	1414407	October 14, 2008	VIVITEK & Design	TMA805,094
21.	Canada	1531743	June 15, 2011	QUMI	
22.	Australia	1445050	August 26, 2011	QUMI	1445050
23.	Norway	201109992	September 1, 2011	QUMI	263991
24.	Israel	241276	October 14, 2011	QUMI	241276
25.	Turkey	2011/83101	October 19, 2011	QUMI	2011 83101
26.	Japan	2008-098567	December 8, 2008	VIVITEK & Design	5368959
27.	Japan	商標平 8 - 9 8 5 7	February 2, 1996	VIVITEK	4263282
28.	Japan	2011-063105	September 2, 2011	QUMI	5473046
29.	Korea	40-2008-0049809	October 20, 2008	VIVITEK & Design	40-0870616
30.	Korea	40-2011-57376	October 19, 2011	QUMI	
31.	Brazil	831.043.903	June 16, 2011	QUMI	
32.	Brazil	830.008.985	December 11, 2008	VIVITEK & Design	
33.	Indonesia	D002011034432	August 24, 2011	VIVITEK & Design	
34.	Russia	2011734741	October 24, 2011	QUMI	
35.	Switzerland	59638/2011	August 24, 2011	QUMI	625328
36.	Mexico	1186881	June 15, 2011	QUMI	1252087

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