# OP \$65,00 4061633

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM454341

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pixi Lighting, Inc.		12/06/2017	Corporation: DELAWARE
Ever Venture Solutions, Inc.		12/06/2017	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	UNITY OPTO TECHNOLOGY CO., LTD.		
Street Address:	10 F., No. 88-8, Sec. 1		
Internal Address:	Guangfu Road, Sanchong District		
City:	New Taipei City 241		
State/Country:	TAIWAN		
Entity Type:	Limited Company: TAIWAN		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4061633	PIXI
Registration Number:	4832558	TRUFLAT

#### **CORRESPONDENCE DATA**

**Fax Number:** 3128767934

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.

**Phone:** 314-259-5816

Email: trademarks.us@dentons.com
Correspondent Name: Katie Krutzsch, Paralegal

Address Line 1: Wacker Drive Station, Willis Tower

Address Line 2: P.O. Box 061080

Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	10026192.000037
NAME OF SUBMITTER:	Katie Krutzsch
SIGNATURE:	/katie krutzsch/
DATE SIGNED:	12/13/2017

**Total Attachments: 4** 

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#### **EXHIBIT F**

#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 6, 2017, is made by EVER VENTURE SOLUTIONS, INC. and PIXI LIGHTING, INC., both Delaware corporations, whose business address is 2 Peters Canyon Road, Suite 100, Irvine, CA 92606 (collectively "Seller"), in favor of UNITY OPTO TECHNOLOGY CO., LTD., a public Taiwan-based company limited, whose business address is 10 F., No. 88-8, Sec. 1, Guangfu Road, Sanchong District, New Taipei City 241, Taiwan (R.O.C.) ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of December 6, 2017 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
  - (a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
  - (b) all rights of any kind whatsoever of Seller 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. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and

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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 Trademarks to Buyer, or any assignee or successor thereto.

- 3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

EVER VENTURE SOLUTIONS, INC.

Name: RICHARD HOUNG

Title: President, Chief Financial Officer, Secretary, Sole Shareholder and Sole Director

Address for Notices:

2 Peters Canyon Rd #100, Irvine, CA 92606 Email: aahn@pixi-lighting.com

PIXI LIGHTING, IN

Name: RICHARD HOUNG

Title: President, Chief Financial Officer, Secretary, Sole Shareholder and Sole Director

Address for Notices:

2 Peters Canyon Rd #100, Irvine, CA 92606

Email: aahn@pixi-lighting.com

AGREED TO AND ACCEPTED:

UNITY OPTO TECH

Name: Geoffrey

Title: President

Address for Notices:

10F., No. 88-8, Sec. 1, Guang-Fu Rd., Sanchung Dist., New Taipei City-41, Tai wan.

R.O.C.

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## SCHEDULE 1 ASSIGNED TRADEMARK REGISTRATIONS

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1		4061633	2011/11/22 USA
2	PIXI	9284396	2012/6/7 China
3	_	9284395	2012/4/14 China
4	TruFlat	4832558	2015/10/13 USA

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**RECORDED: 12/13/2017** 

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