

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583223

<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>
VERILUX, INC.		06/23/2020	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BEAR DOWN BRANDS, LLC		
<b>Street Address:</b>	14505 ASTRONAUTICS LN		
<b>City:</b>	HUNTINGTON BEACH		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92647		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3636424	CLEANWAVE	
<b>Registration Number:</b>	2862787	EASYFLEX	
<b>Registration Number:</b>	3003028	FLICKER ELIMINATION TECHNOLOGY	
<b>Registration Number:</b>	3277508	HAPPYLIGHT	
<b>Registration Number:</b>	5810620	HAPPYLIGHT	
<b>Registration Number:</b>	5900743	HAPPYLIGHT TOUCH	
<b>Registration Number:</b>	3235062	LIFE IN A BETTER LIGHT	
<b>Registration Number:</b>	2527836	NATURAL SPECTRUM	
<b>Serial Number:</b>	88236648	OPTIX	
<b>Registration Number:</b>	3226067	OPTIX	
<b>Registration Number:</b>	2488056	PLANET LIGHT	
<b>Registration Number:</b>	4518707	PRODUCTIVITY LAMP	
<b>Registration Number:</b>	4822458	PRODUCTIVITY LIGHTING	
<b>Registration Number:</b>	2369392	RISE & SHINE	
<b>Registration Number:</b>	2379703	SUNSHINE IN A BOX	
<b>Registration Number:</b>	3708084	THE HEALTHY LIGHTING COMPANY	
<b>Registration Number:</b>	4055553	VERILUX	
<b>Registration Number:</b>	5685209	VERILUX	
<b>Registration Number:</b>	3359439	VERILUX	

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Property Type	Number	Word Mark
Registration Number:	0695669	VERILUX
Registration Number:	5912165	VERILUX

**CORRESPONDENCE DATA**

**Fax Number:** 9735972400  
*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:** 9735972500  
**Email:** lstrademark@lowenstein.com  
**Correspondent Name:** Matthew P. Hintz, Esq.  
**Address Line 1:** Lowenstein Sandler LLP  
**Address Line 2:** One Lowenstein Drive  
**Address Line 4:** Roseland, NEW JERSEY 07068

<b>ATTORNEY DOCKET NUMBER:</b>	34540.8
<b>NAME OF SUBMITTER:</b>	Matthew P. Hintz, Esq.
<b>SIGNATURE:</b>	/Matthew P. Hintz, Esq./
<b>DATE SIGNED:</b>	06/26/2020

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of June 23, 2020 (the "Effective Date") by Verilux, Inc., a Connecticut corporation (the "Assignor"), for the benefit of Bear Down Brands, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor, the Assignee and Nicholas G. Harmon, have entered into that certain Asset Purchase Agreement dated as of June 23, 2020 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are included in the Purchased Assets, including those trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks") (and, with respect to any intent-to-use trademark application included in the Marks, the business to which such trademark application pertains, which business is ongoing and existing).

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon the reasonable request of Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee any and all additional documents and instruments that may reasonably be required to record and perfect the rights granted herein, consistent with and subject to the terms of the Agreement.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

VERILUX, INC

By: 

Name: *Nicholas Harmon*  
Title: *President*

Address:

Verilux, Inc.  
340 Mad River Park, Suite 1  
Waitsfield, VT 05673  
Attention: Chief Executive Officer

*[Signature page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006980 FRAME: 0295**

AGREED AND ACCEPTED

BEAR DOWN BRANDS, LLC

By: 

Name: Scott Perlman

Title: Chief Financial Officer

Address:

Bear Down Brands, LLC

14505 Astronautics Ln

Huntington Beach, CA 92647

Attention: Chief Financial Officer

*[Signature page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006980 FRAME: 0296**

**SCHEDULE A****Marks**

Jurisdiction	Mark	Status	Registration No. / Application Serial No.	Filing Date	Registration Date
EM	CLEANWAVE	REGISTERED	007153471	08/12/2008	07/29/2009
JP	CLEANWAVE	REGISTERED	5269525	08/14/2008	10/02/2009
US	CLEANWAVE	REGISTERED	3,636,424	03/24/2008	06/09/2009
US	EASYFLEX	REGISTERED	2,862,787	06/18/2003	07/13/2004
US	FLICKER ELIMINATION TECHNOLOGY	REGISTERED	3,003,028	01/22/2003	09/27/2005
AU	HAPPYLIGHT	REGISTERED	1977597	12/24/2018	12/24/2018
CA	HAPPYLIGHT	PENDING	1238285	12/28/2018	
CA	HAPPYLIGHT	REGISTERED	1038282	11/24/2016	07/09/2019
EM	HAPPYLIGHT	REGISTERED	018005520	12/28/2018	06/08/2019
GB	HAPPYLIGHT	REGISTERED	3392960	04/17/2019	07/05/2019
JP	HAPPYLIGHT	REGISTERED	6150499	12/26/2018	06/07/2019
KR	HAPPYLIGHT	PUBLISHED	40-2018-0182183	12/27/2018	
US	HAPPYLIGHT	REGISTERED	3,277,508	10/20/2005	08/07/2007
US	HAPPYLIGHT	REGISTERED	5,810,620	07/03/2018	07/23/2019
CN	HAPPYLIGHT	PUBLISHED	35705730	01/03/2019	
CN	HAPPYLIGHT	PENDING	35705729	01/03/2019	
US	HAPPYLIGHT TOUCH	REGISTERED	5,900,743	10/29/2018	11/05/2019
CA	HAPPYLITE	REGISTERED	TMA554448	05/20/1997	11/27/2001

EM	HAPPYLITE	REGISTERED	001581693	03/29/2000	06/06/2001
KR	HAPPYLITE	REGISTERED	4004782380000	09/08/1999	10/05/2000
US	LIFE IN A BETTER LIGHT	REGISTERED	3,235,062	07/08/2005	04/24/2007
US	NATURAL SPECTRUM	REGISTERED	2,527,836	04/20/1998	01/08/2002
US	OPTIX	PUBLISHED	88/236,648	12/20/2018	
US	OPTIX	REGISTERED	3,226,067	07/14/2004	04/03/2007
US	PLANET LIGHT	REGISTERED	2,488,056	06/26/1998	09/11/2001
US	PRODUCTIVITY LAMP	REGISTERED	4,518,707	11/29/2012	04/22/2014
US	PRODUCTIVITY LIGHTING	REGISTERED	4,822,458	11/29/2012	09/29/2015
US	RISE & SHINE	REGISTERED	2,369,392	10/01/1998	07/18/2000
US	SUNSHINE IN A BOX	REGISTERED	2,379,703	10/26/1999	08/22/2000
US	THE HEALTHY LIGHTING COMPANY	REGISTERED	3,708,084	03/13/2009	11/10/2009
CA	VERILUX	REGISTERED	TMA455971	11/02/1994	03/22/1996
CN	VERILUX	PENDING	35705728	01/03/2019	
EM	VERILUX	PUBLISHED	018004216	12/27/2018	
EM	VERILUX	REGISTERED	010227023	08/30/2011	02/28/2014
GB	VERILUX	PENDING	3392955	04/17/2019	01/24/2020
JP	VERILUX	REGISTERED	5133536	04/09/2007	05/02/2008
JP	VERILUX	REGISTERED	5102314	01/05/2007	12/28/2007
KR	VERILUX	REGISTERED	40-1555166	12/27/2018	12/18/2019
US	VERILUX	REGISTERED	4,055,553	03/04/2011	11/15/2011
US	VERILUX	REGISTERED	5,685,209	07/03/2018	02/26/2019



US	VERILUX	REGISTERED	3,359,439	05/18/2007	12/25/2007
US	VERILUX	REGISTERED	695,669	07/15/1959	04/05/1960
CA	VERILUX (Stylized)	PENDING	1926750	10/23/2018	
CN	VERILUX (Stylized)	REGISTERED	11216257	07/16/2012	12/07/2013
EM	VERILUX (Stylized)	REGISTERED	000750125	02/11/1998	8/31/1999
KR	VERILUX (Stylized)	REGISTERED	4004825540000	08/20/1999	12/01/2000
US	VERILUX (Stylized)	REGISTERED	5,912,165	10/09/2018	11/19/2019
CN	VERILUX HAPPYLIGHT	PENDING	44816501	03/23/2020	