

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made this 31st day of October, 2023 (the "Effective Date"), by and between Andre' M. Toffel, P.C., an Alabama professional corporation, hereinafter referred to as "Assignor," and ULT Trust, by and through its Trustee, AMT I, L.L.C. hereinafter referred to as "Assignee."

WITNESSETH

WHEREAS, Universal Lighting Technologies, Inc. ("ULT") and Assignor entered into that certain General Assignment for the Benefit of Creditors of Universal Lighting Technologies, dated September 5, 2023, attached hereto as Exhibit A (the "General Assignment"), by which ULT assigned all of its property to Assignor for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors in conformance with the distribution provisions included in the General Assignment;

WHEREAS, pursuant to Section 2 of the General Assignment, Assignor shall further assign all right, title, and interest in the General Assignment to Assignee, substantially in the same form as the General Assignment; and

WHEREAS, for the purposes of effectuating the provisions of Section 2 of the General Assignment, Assignor hereby agrees to transfer and assign all of its right, title, and interest in the General Assignment to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions**. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the General Assignment.

2. **Assignment and Assumption**. Assignor hereby assigns, grants, conveys, and transfers to Assignee all of Assignor's right, title, and interest in and to the General Assignment. Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the General Assignment and agrees to pay, perform, and discharge, as and when due, all of the obligations of Assignor under the General Assignment accruing on and after the Effective Date.

3. **Terms of the General Assignment**. The terms of the General Assignment, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the General Assignment 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 General Assignment and the terms hereof, the terms of the General Assignment shall govern.

4. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama.

5. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. **Further Assurances**. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands the date as first above written:

ASSIGNOR:

Andre' M. Toffel, P.C.

By: Andre M. Toffel, P.C.
Name: Andre M. Toffel, P.C.
Its: Andre M. Toffel, as its
President

ASSIGNEE:

ULT TRUST

By: AMT I, LLC

Its: Trustee

By: Andre' M. Toffel, P.C.

Its: Manager

By: Andre M. Toffel, as
Andre' M. Toffel President
President