



To the Honorable Commissioner of Patent

100841448

Attached original documents, or copy thereof.

RECEIVED  
1998 SEP 21 PM 12:12  
OPR/FINANCE

MRD 9-21-98

1. Name of conveying party(ies):

Tech Lighting, Inc.

- Individual(s)
- General Partnership
- Corporation / Michigan
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 31, 1998

2. Name and address of receiving party(ies):

Name: Tech Lighting L.L.C.

Internal Address: OPR/FINANCE

Street Address: 55 West Monroe

City: Chicago State: IL ZIP: 60603-5010

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation/Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or Registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,865,461  
1,875,598

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rebecca B. Lederhouse

Internal Address:

Street Address: McDermott, Will & Emery  
227 W. Monroe

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved:

2

7. Total Fee (37 CFR 3.41) \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 13-0206

(Attach duplicate copy of this page if paying by deposit account)

09/25/1998 JSH/ARZ/00000121 130206 1865461

DO NOT USE THIS SPACE

01 FC:481 40.00 CH

02 FC:482 25.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rebecca B. Lederhouse  
Name of Person Signing

9/14/98  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks  
Box Assignments  
Arlington, VA 22202

**Schedule A**

**Trademark**

Kable Lite

**Reg. No.**

1,865,461

**Date Registered**

November 29, 1994

**Trademark Application**

Tech Lighting  
(Stylized)

**Serial No.**

74/447,112

**Pub. Date**

November 1, 1994

## TRADEMARK ASSIGNMENT

WHEREAS, Tech Lighting, Inc. (the "Assignor"), a corporation organized and existing under the laws of the state of Michigan, has adopted and used and is the sole and exclusive owner of certain proprietary rights in the trademarks, trade names, and service marks, TECH LIGHTING, both alone and as part of a design, including, but not limited to the pending applications and registrations in Schedule A; and

WHEREAS, Tech Lighting L.L.C. (the "Assignee"), a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 55 West Monroe Street, Suite 3430, Chicago, Illinois 60603-5010, is acquiring the trademarks, trade names, and service marks together with all of the goodwill of the business connected to the trademarks, trade names and service marks and any and all designs and logos relating thereto (collectively, the "Trademarks"), from Assignor pursuant to the terms set forth in that certain Asset Purchase Agreement dated as of August 25, 1998 (the "Asset Purchase Agreement") by and among the Assignor, the Assignee, Dixon Midland Lighting L.L.C., a Delaware limited liability company, Gregory L. Kay, and Wallace H. Hepkema.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the amounts set forth in the Asset Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademarks and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment and the right to use the Trademarks henceforth in the operation of the Assignee's business, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Assignor hereby warrants and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

AND, the Assignor agrees to execute any instruments and to perform any acts which may be necessary to fully effectuate and record this Assignment.

AND, this Trademark Assignment is executed and delivered pursuant to the terms and conditions of the Agreement which are incorporated herein by reference and made a part hereof.



*A Partnership Including  
Professional Corporations*  
227 West Monroe Street  
Chicago, IL 60606-5096  
312-372-2000  
Facsimile 312-984-7700  
<http://www.mwe.com>

Boston  
Chicago  
Los Angeles  
Miami  
Moscow  
Newport Beach  
New York  
St. Petersburg  
Silicon Valley  
Vilnius  
Washington, D.C.

**MCDERMOTT, WILL & EMERY**

September 16, 1998

Assistant Commissioner for Trademarks  
Box Assignments  
Washington D.C. 20231

Re: Tech Lighting, Inc. Trademark Assignment to Tech Lighting L.L.C.

Dear Sir or Madam:

I have enclosed a "Recordation Form Cover Sheet – Trademarks Only," and an originally executed copy of an Assignment.

Please record the Assignment against the U.S. registrations which are set forth in the Cover Sheet.

If you have any questions, please contact the undersigned attorney.

Respectfully submitted,



Rebecca B. Lederhouse

enc.

cc: Stephanie Schueppert  
Timothy Bryant

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RECORDED: 09/21/1998

TRADEMARK  
REEL: 1792 FRAME: 0919