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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Patents and Trademarks

101291368

all documents or copy thereof.

1. Name of conveying party(ies):
M. H. Rhodes, Inc.

FEB 15 PM 2:42
OPR/FINANCE

2. Name and address of receiving party(ies):
Name: SouthConn Technologies, Inc.

PO Box 7421

Street Address: 75 Old Barnwell Rd.

City: West Columbia State: SC ZIP: 29171

Country: US

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State South Carolina
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

- Individual(s)
- General Partnership
- Corporation-State
- 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: July 1, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

832,114
595,128
1,451,931

Additional numbers attached? Yes No

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

Name: Peter L. Costas, Esquire

Pepe & Hazard LLP

Goodwin Square

Street Address: 225 Asylum Street

City: Hartford State: CT ZIP: 06103

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$ 120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-3355

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

03/16/2000 DC0000236 832114

01 FC:481
02 FC:482

40.00 OP
50.00 OP

DO NOT USE THIS SPACE

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.

Peter L. Costas
Name of Person Signing

Signature

Total number of pages comprising cover sheet: 1

Date: Feb. 9, 2000

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Refund Ref: 000009209
03/16/2000 DC0000236

CHECK Refund Total

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (the "Assignment") is made this 1st day of July, 1999 by M. H. Rhodes, Inc., a Delaware corporation ("Assignor"), in favor of SouthConn Technologies, Inc., a South Carolina corporation ("Assignee"),

WHEREAS, Assignor desires to sell, and Assignee desires to purchase, certain assets of Seller used in connection with the operation of Assignor's photo control division (the "Business");

WHEREAS, in connection with the asset sale, Assignor has agreed to grant certain rights in intangible assets, including intellectual property, to Assignee;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks shown in Schedule A (the "Scheduled Trademarks") and desires to transfer the Scheduled Trademarks and any other trademarks, service marks, trade dress and trade names used in Assignor's Business, including without limitation all pending and in process trademarks and the "Ripley" name, (collectively, the "Trademarks") to Assignee pursuant to the Purchase Agreement; and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the United States Design Patents, applications for Design Patents and Other Inventions described in Schedule B (the "Scheduled Patents") and desires to transfer the Scheduled Patents and all other know-how, trade secrets, processes, formulas, and inventions used in Assignor's Business, including all pending and in process patents, (collectively, the "Patents") to Assignee pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

TRADEMARKS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for future infringements thereof, retaining the right to sue and recover any damages and profits and all other remedies for infringements of the Trademarks which have accrued up to and including the date of this Assignment.

2. Assignee hereby (i) accepts the foregoing assignment, (ii) expressly assumes any and all liabilities, debts and obligations associated with the Trademarks, and (iii) acknowledges Assignor's retention of the right to sue and recover any damages and profits and all other remedies for infringements of the Trademarks which have accrued up to and including the date of this Assignment.

3. The parties hereto shall reasonably cooperate with each other, but at Assignee's expense, in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks.

PATENTS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, the inventions disclosed therein and all reissues, reexaminations, and extensions thereof, all said rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, and Assignor hereby assigns any and all claims and causes for action for future infringement of the Patents, including all rights to recover damages and injunctive relief in respect to such infringement, retaining the right to sue and recover any damages and profits and all other remedies for infringements of the Patents which have accrued up to and including the date of this Assignment.

5. Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents.

7. Assignor agrees that Assignor will communicate to Assignee or its representatives any facts known to Assignor respecting the Patents and, when requested by Assignee and at Assignee's expense, will reasonably aid Assignee, its successors, assigns, and legal representatives or nominees, to obtain or enforce proper protection for the Patents in any and all countries.

8. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said corporation or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

GENERAL

9. Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge, the right, title, and interest herein conveyed by Assignor are free and clear of any incumbrance, and that Assignor has full right to convey the same as herein expressed.

10. The validity, interpretation and enforcement of this Assignment shall be construed in accordance with and be governed by the laws of the State of Connecticut, without regard to the provisions of such laws relating to conflict of laws.

11. This Assignment shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto.

12. No modification, waiver or amendment of this Assignment shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

13. This Assignment may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

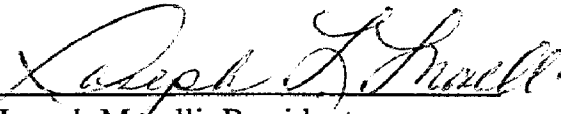
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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Assignment to be duly executed as of the date and year first written above.

WITNESS

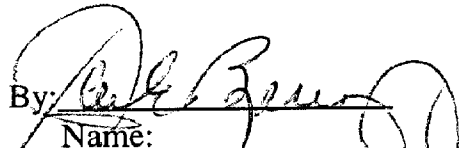
M. H. RHODES, INC.

By: 
Name:

By: 
Joseph Morelli, President

WITNESS

SOUTHCONN TECHNOLOGIES, INC.

By: 
Name:

By: 
Richard S. Jones, Vice President

ACKNOWLEDGMENT

STATE OF Connecticut
COUNTY OF Hartford

:
: ss. Am, Ct, July 1, 1999
:

Joseph Morelli, being duly sworn, says that he is the President of M. H. Rhodes, Inc., a Delaware corporation, and acknowledges that he did sign said instrument on behalf of M. H. Rhodes, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 1st day
of July, 1999.

Shirley Vanover
Notary Public

My commission expires: January 21, 2004

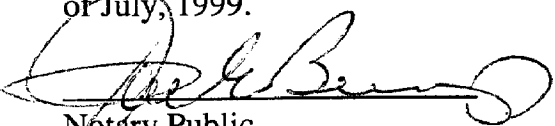
(SEAL)

ACKNOWLEDGMENT

STATE OF *South Carolina* :
COUNTY OF *Richland* : SS.
:

Richard S. Jones, being duly sworn, says that he is the Vice President of SouthConn Technologies, Inc., a South Carolina corporation, and acknowledges that he did sign said instrument on behalf of SouthConn Technologies, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 1st day
of July, 1999.



Notary Public

My commission expires: 10/2/99

(SEAL)

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>No.</u>	<u>Reg. Date</u>
SUN SWITCH	832,114	7/18/1967
LIGHTWATCHMAN	595,128	9/14/1954
KNIGHT RELIANT	1,451,931	8/11/1987

SCHEDULE B

PATENTS

Fail-off Photosensitive Switch - U.S. Patent Number 4,356,405 - Issued October 6, 1982