



101320046

Atty Docket No.

MRD
5/11/00

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Holophane Corporation

- Individuals(s)
- General Partnership
- Corporation-State (**Delaware**)
- Other _____

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

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

Execution Date: December 30, 1999

2. Name and address of receiving party(ies)

Name: **NSI Enterprises, Inc.**

Internal Address: **1420 Peachtree Street, N.E.**

Street Address:

City: **Atlanta** State: **GA** Zip: **30309**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **California**
- Other _____

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

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

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

ESPLANADE NO. 1,815,403

Additional numbers attached? Yes No

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

Name: **William H. Brewster**

Internal Address: _____

05/15/2000 DCDATES 00000262 1815403

Q1 FC:481 40.00 OP
Q2 FC:484 120.00 OP

Street Address: **1100 Peachtree Street, Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved

7. Total fee (37 CFR 3.41).....\$ **160.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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.

William H. Brewster

Name of Person Signing

Signature

Date

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

ASSIGNMENT

This Assignment is made and entered into as of the 30th day of December, 1999, between **Holophane Corporation**, an **Delaware** corporation with offices at **250 East Broad Street, Columbus, Ohio 43215** (“Assignor”), and **NSI Enterprises, Inc.**, a **California** corporation with offices at **1420 Peachtree St. N.E., Atlanta, Georgia 30309** (“Assignee”):

WHEREAS, Assignor has adopted and used both domestically and internationally certain trademarks (hereinafter the “Trademarks”) in connection with its business, and is the owner of the Trademarks, and owns registrations or applications and for the Trademarks;

WHEREAS, Assignor desires to assign to Assignee the Trademarks including pending applications and registrations, together with the goodwill of the business connected with the Trademarks;

WHEREAS, Assignee desires to acquire the Trademarks, including pending applications and registrations, together with the good will of the business connected with the Trademarks;

WHEREAS, the parties desire to confirm as a matter of record Assignee’s acquisition of the Trademarks in the United States Patent and Trademark Office and other jurisdictions as required; and

WHEREAS, the specific Trademarks assigned shall be identified on one or more Exhibits to be attached hereto and made a part hereof as soon as practicable.

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NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee all rights, title and interest in and to the Trademarks, including pending applications and registrations, together with the good will of the business symbolized by the Trademarks, and all causes of action and claims based on past actions or infringement related to the Trademarks. Assignor and Assignee agree to cooperate with one another in connection with recording this Assignment in the United States Patent and Trademark Office and other jurisdictions as required.

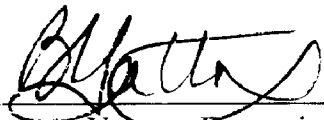
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**TRADEMARK
REEL: 002039 FRAME: 0561**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed
and effective as of the 30th day of December, 1999.

HOLOPHANE CORPORATION [SEAL]



Brock A. Hattox, Executive Vice President
and Chief Financial Officer

Sworn to and subscribed before me this
14th day of March, 2000.



Notary Public

NOTARY PUBLIC, STATE OF GEORGIA
GWINNETT COUNTY
MY COMMISSION EXPIRES MAY 13, 2000

Accepted:

NSI ENTERPRISES, INC. [SEAL]

By: _____



Brock A. Hattox, Executive Vice President
and Chief Financial Officer

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TRADEMARK
REEL: 002039 FRAME: 0562

EXHIBIT "A"

ESPLANADE U.S. Registration No. 1,815,403