

04-17-2000



SHEET

101321435

03/22/00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
07 01 99

Conveying Party

Mark if additional names of conveying parties attached

Name M. H. RHODES, INC.

Execution Date
Month Day Year
07 01 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name SOUTHCONN TECHNOLOGIES, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

Address (line 2) 106-B WHITE OAK LANE

Address (line 3) LEXINGTON SC/USA 29073
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization South Carolina

04/17/2000 JSNABAZZ 00000003 161322 0832114

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 CH
25.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

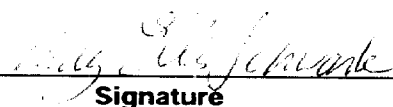
No

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. Charges to deposit account are authorized, as indicated herein.

Mindy Ellis Schwartz

Name of Person Signing



Signature



Date Signed

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

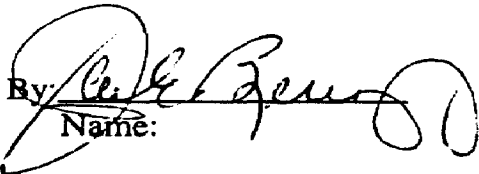
M. H. RHODES, INC.

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. Aug 27, 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.

Sharon Varona
Notary Public

My commission expires: January 21, 1999

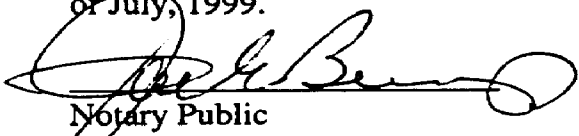
(SEAL)

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

1. Sun Switch
2. Lightwatchman

SCHEDULE B

PATENTS

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