

U.S. PATENT AND TRADEMARK OFFICE  
05-23-2000

Docket No.:

Form PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RE

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

1. Name of conveying party(ies):  
The Power & Light Company, Inc., a Texas Corporation

- Individual(s)
- General Partnership
- Corporation - California
- Other - Texas Corporation

Additional name(s) of conveying party(ies) attached?  yes  no

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

Name: Power & Light, L.L.C.  
Internal Address: 1220 East Glenwood Place  
Santa Ana, California 92707

Street Address: same

3. Name of Conveyance:

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

Execution Date: December 10, 1999

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other - a California limited liability company

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

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

A. Trademark Application No.(s)

75/382,400; 75/382,401

B. Trademark registration No.(s)

N/A

Additional numbers attached?  yes  no

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

Name: Rami S. Yanni  
Internal Address: GRAHAM & JAMES LLP

Street Address: 801 So. Figueroa St., 14th Fl.

City: Los Angeles State: CA ZIP 90017-5554

6. Total number of applications and registrations involved:

2 applications

7. Total fee (37 CFR 3.41):.....\$ 65.00 (40.00 for first application, \$25.00 for each additional application)

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Rami S. Yanni

Name of Person signing

Signature

5-4-00

Date

Total number of pages comprising cover sheet: 1

OMB No. 0601-0011 (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

Public burden for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011) Washington, D.C. 20503.

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01 FC:481 40.00 OP  
02 FC:482 25.00 OP

**ASSIGNMENT**

WHEREAS, MG PRODUCTS, INC., a California Corporation ("MG"), and THE POWER & LIGHT COMPANY, INC. a Texas Corporation that is a wholly-owned subsidiary of MG, with their principal offices at 8154 Bracken Creek, San Antonio, Texas, 78266, ("ASSIGNORS"), have ownership rights in certain intellectual property listed on Schedule A, attached, and;

WHEREAS, POWER & LIGHT, L.L.C., a Limited Liability Company organized and existing under the laws of the State of California, ASSIGNEE, is desirous of obtaining the entire right, title and interest of ASSIGNORS in, to and under the intellectual property listed on Schedule A ("Intellectual Property"):

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the said ASSIGNORS in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, MG PRODUCTS, INC. and THE POWER & LIGHT COMPANY, INC., the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors, legal representatives and assigns, their entire right, title and interest in, to and under the said Intellectual Property including, without limitation, all applications for patents, utility models, designs, trademarks and copyrights, which may hereafter be filed with respect to said intellectual property in the United States, or in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said applications under the Patent, Trademark and Copyright Laws of the United States and the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, designs, trademarks and copyrights which may be granted with respect to said Intellectual Property in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNORS HEREBY covenant that they has full right to convey their entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNORS HEREBY further covenant and agree that they will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to them respecting said intellectual property, and sign all lawful papers, execute all divisions, continuing

and reissue applications, and make all rightful oaths and generally do everything reasonably necessary for the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper intellectual property protection for said Intellectual Property in all countries.

IN TESTIMONY WHEREOF, I, A. J. Hodas, in my capacity as Assignee of MG PRODUCTS, INC., hereunto set my hand and seal on the date indicated below.

12/10/99  
Date

[Signature]  
Signature

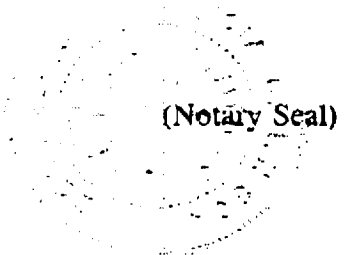
A. J. Hodas  
Name

Assignee  
Title

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

BEFORE ME, the undersigned authority, on this day personally appeared A. J. Hodas, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 10th day of December, 1999.



Alicia G. Wilson  
Notary Public in and for the State of Texas

Printed Name: ALICIA G. WILSON  
My Commission Expires: 7-19-03

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made this 10 day of DECEMBER, 1999, by and among MG Products, Inc., a California corporation ("MG") and The Power & Light Company, Inc. ("PALCO"), a Texas corporation that is a wholly-owned subsidiary of MG (PALCO and MG are collectively referred to as "Sellers") and Power & Light, L.L.C., a California limited liability company ("Buyer").

WHEREAS, MG owns rights in certain low-voltage, halogen lighting technology, including modular lighting fixtures (hereinafter referred to as the "Lighting Fixture Inventions"), and has filed several U.S. patent applications and obtained issuance of one U.S. Letters Patent, relating to the Lighting Fixture Inventions; and

WHEREAS, PALCO has been engaged in the development and sale of products using MG's low-voltage halogen lighting technology and owns, through assignment from MG, certain rights outside of the United States in and to the Lighting Fixture Inventions and has filed patent applications relating thereto;

WHEREAS, the Sellers desire to sell to Buyer certain Assets as defined herein related to the lighting technology of the Sellers, and Buyer desires to purchase such Assets, upon the terms and conditions hereinafter set forth; and

WHEREAS, Exportadora Cabrera, S.A. de C.V. ("Exportadora") is an affiliate of the Sellers and Sellers have agreed to pay Exportadora One Hundred and No/100 Dollars (\$100.00) cash consideration for entering into this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

### ARTICLE I

#### PURCHASE AND SALE OF ASSETS

**SECTION 1.1 The Assets.** On and subject to the terms and conditions of this Agreement, the Sellers agree to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase from the Sellers, the assets defined as follows, excluding the Excluded Assets (hereinafter the "Assets");

(i) all of the personal property included in "property, plant and equipment" on the balance sheet of PALCO as of the Balance Sheet Date (hereinafter defined) and all other tangible assets of PALCO, all as set forth on Schedule A, and including those assets acquired after the Balance Sheet Date and prior to the Closing Date;

(ii) all of PALCO's customer lists, sales records, credit data and other information relating to the customers of PALCO;

(iii) all contracts, commitments and similar agreements to which PALCO is a party;

(iv) all right, title and interest in and to the Sellers' low-voltage halogen lighting technology, including but not limited to the Lighting Fixture Inventions and all applications relating thereto as set forth in Schedule \_\_\_\_ (hereinafter referred to collectively as the "Lighting Fixture Patents and Applications"), all trademarks of Sellers and all applications therefor as set forth in Schedule \_\_\_\_ (hereinafter referred to as the "Marks" and the "Mark Applications, respectively) and the goodwill associated therewith, and all other intellectual property described in Schedule \_\_\_\_, and all proprietary rights therein;

(v) all of the goodwill and ongoing concern value of PALCO; and

(vi) all other or additional privileges, rights, interests, properties and assets of PALCO of every kind and description and wherever located that are used or intended for use in connection with the Assets described in (i) - (vi) hereof, or that are necessary to the conduct of PALCO's business as presently being conducted and as the same will be being conducted on the Closing Date, it being the intent of the Sellers to convey to Buyer all the operating assets of PALCO.

**SECTION 1.2 Excluded Assets.** Notwithstanding the provisions of Section 1.1 above or any other provisions of this Agreement, the following assets and property of the Sellers ("Excluded Assets") are excluded from the Assets being sold by the Sellers and purchased by Buyer hereunder, and the same shall be reserved to and retained by the Sellers:

(i) all cash and cash equivalents;

(ii) all corporate books, minutes and consents;

(iii) all financial statements except for copies of PALCO's Balance Sheet Dated 8-31-99;

(iv) all accounting and bookkeeping records except copies of PALCO's Balance Sheet Dated 8-31-99;

**SCHEDULE A**

US Patent No. 5,735,436 for a "Modular Lighting Fixture"

US Patent Application No. 09/057,769 for a "Modular Lighting Fixture"

Canadian Patent Application No. 2,238,212 for a "Modular Lighting Fixture"

PCT Patent Application No. US98/04617 for a "Modular Lighting Fixture"

European Patent Application No. 9891213.5 for a "Modular Lighting Fixture"

US Trademark Application No. 75/382,400 for the mark LIGHTSPEED

US Trademark Application No. 75/382,401 for the mark THE POWER & LIGHT CO.

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