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To the Honorable Commissioner of Patents and Trademarks:

prints or copy thereof.

1. Name of conveying party: Sunlight Systems, Inc.

- Individual, Association, General Partnership, Limited Partnership, Corporation-Arizona, Other

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

2. Name and address of receiving party:

Name: Solatube International, Inc.

Internal Address:

Street Address: 2210 Oakridge Way

City: Vista State: CA ZIP: 92083

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State 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) & addresses attached? Yes No

3. Nature of conveyance:

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

Execution Date: April 5, 2000

4. Application numbers:

A. Trademark Application Nos.

75/763,692 75/763,393

B. Trademark Registration No.

2,249,909

Additional numbers attached? Yes No

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

Name: Nancy O. Dix, Esq.

Internal Address: Gray Cary Ware & Freidenrich LLP

Street Address: 401 B Street, Suite 1700

City: San Diego State: CA ZIP: 92101-4297

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

07-1895

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Statement and signature. 40.00 GP 50.00 GP FC: 482 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.

NANCY DIX

Name of Person Signing

Signature

Signature

7/21/2000

Date

Total number of pages including cover sheet, attachments, and document: 1 (11)

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

**AGREEMENT FOR PURCHASE AND SALE OF ASSETS**

by and between

**SUNLIGHT SYSTEMS, INC.**

and

**SOLATUBE INTERNATIONAL, INC.**

**APRIL 5, 2000**

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

by and between

SUNLIGHT SYSTEMS, INC.

and SOLATUBE INTERNATIONAL, INC.

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and SOLATUBE INTERNATIONAL, INC.

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**AGREEMENT FOR PURCHASE AND SALE OF ASSETS**  
**by and between**  
**SUNLIGHT SYSTEMS, INC.**  
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by and between  
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The inventories of raw materials, work in process, and finished goods (collectively called inventories) shown on the Corporation's balance sheet as of February 29, 2000, included in the Financial Statements, consist of items that are usable and salable in the ordinary course of business by Corporation. For purposes of computing the Corporation's cost of its inventory, inventory will exclude damaged, broken items and obsolescence and any capitalized labor cost incurred by Corporation. Except for sales made in the ordinary course of business since that date, all the inventories are the property of Corporation. Other than the trade accounts payable listed on Schedule 2.6, no items are subject to any security interest. The value of the inventories has been determined on an average cost basis consistent with prior years. Other than the trade accounts payable listed on Schedule 2.6, no items included in the inventories have been pledged as collateral or are held by Corporation on consignment from others. The inventories shown on the balance sheets included in the Financial Statements are based on quantities determined by physical count or measurement, taken with the preceding twelve (12) months, and are valued at the lower of cost (determined on a first-in, first-out basis) or market value and on a basis consistent with that or prior years.

(d) Other Tangible Personal Property.

Schedule 2.8(d) to this Agreement is a complete and accurate schedule describing and specifying the location of all trucks, automobiles, machinery, equipment, furniture, supplies, tools, dies, rigs, molds, patterns, drawings, the toll free telephone number, all computer software and all other tangible personal property owned by, in the possession of, or used by Corporation in connection with its business, except inventories of raw materials, work in process, and finished goods. The property listed in Schedule 2.8(d) constitutes all such tangible personal property necessary for the conduct by Corporation and its business as now conducted. All the motor vehicles listed in Schedule 2.8(d) are in good condition and repair and have current smog certifications. Except as stated in Schedule 2.8(d), no personal property used by Corporation in connection with its business is held under any lease, security agreement, conditional sales contract, or other title retention or security arrangement, or is located other than in the possession of Corporation.

(e) Trade Names, Trademarks, and Copyrights.

Schedule 2.8(e) to this Agreement is a schedule of all trade names, trademarks, service marks, and copyrights and their registrations owned by Corporation, or in which it has any rights or licenses, together with a brief description of each. Other than litigation between Corporation and Buyer, Selling Parties have no knowledge or any infringement or alleged infringement by others of any such trade name, trademark, service mark, or copyright. Other than litigation between Corporation and Buyer, Corporation has not infringed, and are not now infringing, on any trade name, trademark, service mark, or copyright belonging to any other person, firm, or corporation. Except as set forth in Schedule 2.8(e), Corporation is not a party to any license, agreement, or arrangement, whether a licensor, licensee, franchisor, franchisee, or otherwise, with respect to any copyrights or any trademarks, service marks, trade names, or applications for them. Corporation owns, or holds adequate licenses or other rights to use, all trademarks, service marks, trade names, and copyrights necessary for its business as now conducted by it (including those listed in Schedule 2.8(e), and that use does not, and will not violate any rights of others. Corporation has the right to sell or assign to Buyer all such owned trademarks, trade names, service marks, and copyrights, and all such licenses or other rights.

AGREEMENT FOR PURCHASE AND SALE OF ASSETS  
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and SOLATUBE INTERNATIONAL, INC.

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SCHEDULE 2.8(E)

TRADE NAMES, TRADEMARKS AND COPYRIGHTS

SUN LIGHT SYSTEMS  
SCHEDULE OF TRADEMARKS

Schedule 2.8 (e)

<u>TRADEMARK</u>	<u>REG. #</u>	<u>DATE</u>
SUN STAR	2,249,909	6/1/99
STAR TRACER	75/763,393	7/28/99
SOLAR STAR	75/763,692	7/29/99