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10-13-2000



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings ☐ ☐ ☐ ☐

101487000

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

1. Name of conveying party(ies):

Poly-Optical Products, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other

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

3. Nature of conveyance:

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

Execution Date: September 20, 2000

2. Name and address of receiving party(ies)

Name: Lumitex, Inc.

Internal Address:

Street Address: 8443 Dow Circle

City: Strongsville State: Ohio ZIP: 44136

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State Ohio  
☐ 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) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,314,964

2,314,963

Additional numbers attached? ☐ Yes ☒ No

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

Name: Donald L. Otto

Internal Address:

Renner, Otto, Boisselle & Sklar, LLP

Street Address: 1621 Euclid Avenue

Nineteenth Floor

City: Cleveland State: Ohio ZIP: 44115-2191

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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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.

Donald L. Otto

Name of Person Signing Reg. No. 22,125

Signature

9/25/00  
Date

Total number of pages including cover sheet, attachments, and document: 3

TRADEMARK  
REEL: 2154 FRAME: 0650

## ASSIGNMENT OF TRADEMARKS

WHEREAS, Poly-Optical Products, Inc., a California Corporation, having a principal place of business at 2801 Barranca Rd., Irvine, California 92606 (hereinafter referred to as "Assignor"), is the owner of the entire right, title, and interest in and to Registered Trademarks listed below (hereinafter "Trademarks"):

	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
1)	POLYLIGHT	2,314,964	February 1, 2000
2)	POLYBRIGHT	2,314,963	February 1, 2000

WHEREAS, Lumitex, Inc., an Ohio Corporation, having a principal place of business at 8443 Dow Circle, Strongsville, Ohio 44136 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforesaid Trademarks, and the goodwill associated therewith;

NOW, THEREFORE, in consideration of one (\$1.00) dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the Assignor does hereby sell, assign and transfer unto Assignee the entire and undivided right, title and interest in and to said Trademarks, together with all the goodwill of its business symbolized thereby and all registrations and pending applications to register the same, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of all causes of action, past and future, including infringement of said Trademarks, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in its, the Assignee's, own name and its successors, assigns or other legal representatives.

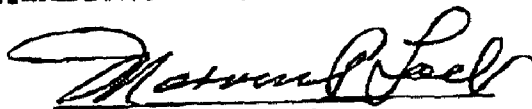
Assignor will, at any time and from time to time, upon request of Assignee, do execute, acknowledge and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney, and assurances as may be required for the assigning, assuring, and confirming to Assignee, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the Trademarks intended to be assigned under this Trademark Assignment.

This Trademark Assignment shall be binding upon the successors, assigns, nominees, or other legal representatives of Assignor.

Executed this 20th day of September, 2000, at Irvine, CA.

POLY-OPTICAL PRODUCTS, INC.

Signature:



Name: Marvin P. Loeb  
Title: Chairman of POP Holdings, Inc.  
(Successor to Poly-Optical Products, Inc.  
(a California Corp.))