

12-06-2000

R SHEET  
ONLY

OMB No. 0651-0011 (exp. 4/94)



Atty Docket No.

To the Assistant Commissioner of

101540783

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 12/30/99

2. Name and address of receiving party(ies)

Name: NSI Enterprises, Inc.

Internal Address:

Street Address: 1420 Peachtree Street NE

City: Atlanta State: GA Zip: 30309

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



11-09-2000

U.S. Patent & TMO/TM Mail Rpt Pt #01

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)

(1) Lamp Design 1X 000531

- (1) POSTOP #531 081
- (2) CARIBE 1,147,118

B. Trademark Registration No.(s)

- (3) CRANELITE 384,876
- (4) MULTILUME 1,148,238

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: Kilpatrick Stockton LLP

Street Address: 1100 Peachtree Street, Suite 2800

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

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:

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.

Sharan B. Flexner  
Name of Person Signing

Signature

Date

11-9-00

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

ASSIGNMENT

This Assignment is made and entered into as of the 30<sup>th</sup> 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.

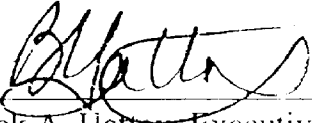
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**TRADEMARK  
REEL: 002189 FRAME: 0312**

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

HOLOPHANE CORPORATION [SEAL]



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

Sworn to and subscribed before me this  
14<sup>th</sup> 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: 002189 FRAME: 0313**

EXHIBIT A-2

Pending Applications

TRADEMARK \_\_\_\_\_ UNITED STATES SERIAL NUMBER

LAMP DESIGN IX 000,531

Registrations

TRADEMARK \_\_\_\_\_ UNITED STATES REGISTRATION NO.

POSTOP 531,081

CARIBE 1,147,118

CRANELITE 384,876

MULTILUME 1,148,238