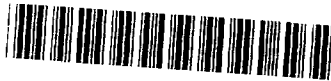


08-23-2001



101821250

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

14 2001

1. Name of conveying party(ies): 7-14-01  
L.D. KICHLER CO.

Individual(s)                       Association \_\_\_\_\_  
 General Partnership               Limited Partnership \_\_\_\_\_  
 Corporation - State of Ohio  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: MINKA LIGHTING INC.  
 Internal Address: \_\_\_\_\_  
 Street Address: 1151 Bradford Circle  
 City: Corona Country California ZIP: 91720

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: July 31, 2001

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).  
75/698,326  
76/039,937  
76/179,381

B. Trademark registration No(s).  
2,225,601

Additional numbers attached?  Yes     No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Russell N. Rippamonti  
Jenkins & Gilchrist, a Professional Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 1445 Ross Avenue, Suite 3200  
 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00  
 Enclosed  
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

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.*

Russell N. Rippamonti  
 Name of Person Signing

Russell Rippamonti  
 Signature

8/9/01  
 Date

Total number of pages comprising cover sheet: 5

08/22/2001 GTON11 00000169 75698326  
 01 FC:481 40.00 DP  
 02 FC:482 Dallas2 814001 v 1, 32151.0081 75.00 DP

TRADEMARK  
REEL: 002352 FRAME: 0862

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated July 31, 2001, is by and between **L.D. KICHLER CO.**, an Ohio corporation, with its principal place of business at 7711 East Valley Road, Cleveland, Ohio 44131 (hereinafter "Assignor"), and **MINKA LIGHTING INC.**, a California corporation, with its principal place of business at 1151 Bradford Circle, Corona, California 91720 (hereinafter "Assignee").

### WITNESSETH:

**WHEREAS**, Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's rights, title and interest in and to the marks listed on the attached Schedule A (the "Marks") together with all of the goodwill of Assignor's business symbolized by the Marks.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE, its successors and assigns, all of its rights, title and interest in the Marks, including, but not limited to, common law rights, and applications for registration and registrations thereof, together with the goodwill of the business symbolized by said Marks, the right to apply for and secure registrations for the Marks in all countries, and ASSIGNOR hereby authorizes and requests the Commissioner of Trademarks to issue any and all trademarks registrations resulting from the trademark applications for the Marks to ASSIGNEE as ASSIGNEE of the entire right, title and interest therein, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto and the right to sue and recover damages by reason of past, present and future infringement of the rights assigned under this Trademark Assignment with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made;

ASSIGNEE's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any of the Marks, applications for the Marks and other trademark rights and trademark applications assigned pursuant to this Trademark Assignment, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this Trademark Assignment.

This instrument shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding upon ASSIGNOR and its successors and assigns, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2001.

IN WITNESS WHEREOF, Assignor and Assignee have cause their duly authorized representatives to execute this Trademark Assignment.

L.D. KICHLER CO.

By: [Signature]  
Name: DAVID A. PAMER  
Title: CFO

STATE OF CALIFORNIA §  
COUNTY OF Los Angeles §

Before me on this day personally appeared David A. Pamer known to me to be the CFO of L.D. Kichler Co., and acknowledged to me that he has the authority to execute the foregoing instrument for L.D. Kichler Co., that he executed the foregoing instrument as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

SUBSCRIBED AND SWORN TO before me this 24<sup>th</sup> day of July, 2001.

[Signature]  
Notary Public in and for the State of California

My Commission Expires:  
May 22, 2003

CHRISTIE L. GOMEZ  
Printed Name





**SCHEDULE A  
TO TRADEMARK ASSIGNMENT**

U.S. Registered Trademarks

Reg. No. 2,225,601	AMBIENCE (Int'l Class 011)	Issued 02/23/99
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U.S. Pending Trademark Applications

Ser. No. 75/698,326	AMBIENCE (Int'l Class 020)	Filed 05/05/99
Ser. No. 76/039,937	AVIGNON CRACKLE (Int'l Class 011)	Filed 05/03/00
Ser. No. 76/719,381	AVIGNON CRACKLE (Int'l Class 020)	Filed 12/12/00

Foreign Pending Trademark Applications

Canadian Ser. No. 1031090	AMBIENCE (Int'l Class 020)	Filed 10/04/99
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Unregistered Trademarks for Which No Application is Pending

BORDEAUX  
FRENCH GOLD  
NAPOLI  
PACIFIC RIM  
RENAISSANCE GOLD  
SAUVIGNON  
VIENNA  
BEAUJOLAIS