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(REV. 05/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Lectro Science, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Illinois**
- Other _____

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

2. Name and address of receiving party(ies)

Name: **Koehler-Bright Star, Inc.**

Internal

Address: _____

Street Address: **380 Stewart Road**

City: **Wilkes-Barre** State: **PA** Zip: **18706**

- 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) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **January 1, 2001**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,050,000 **1,107,151**
1,098,697 **1,109,947**

Additional number(s) attached Yes No

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

Name: **Thomas W. Ryan**

Internal Address: **Piper Marbury Rudnick**

& Wolfe

Street Address: **P.O. Box 64807**

City: **Chicago** State: **IL** Zip: **60664**

6. Total number of applications and registrations involved: _____

12

7. Total fee (37 CFR 3.41).....\$ **315.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-2284

(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.

Thomas W. Ryan

Name of Person Signing

Signature

December 21, 2001

Date

Total number of pages including cover sheet, attachments, and document: **7**

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

02/05/2002 TDIAZI 00000123 1050000

01 FC:481
02 FC:482

40.00 OP
275.00 OP

TRADEMARK
REEL: 002437 FRAME: 0676

Trademark Recordation Coversheet---Trademark Registrations (Cont.)

1,155,474

1,162,612

1,218,288

1,363,191

1,685,196

1,861,742

2,104,810

2,467,055

NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made and entered into and effective as of January 1, 2001 ("Effective Date") by and between Lectro Science, Inc., an Illinois corporation, having an office at 225 West Washington Street, Chicago Illinois 60606 ("Assignor"), and Koehler-Bright Star, Inc., a Delaware corporation, with its principal office at 380 Stewart Road, Wilkes-Barre, Pennsylvania 18706 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to obtain from Assignor, the intellectual property assets of the Assignor, including the United States patents set forth on Schedule A attached hereto, the United States trademarks set forth on Schedule B attached hereto, the foreign trademarks set forth on Schedule C attached hereto, and all other United States and foreign patents, trademarks, copyrights, trade secrets, mask works, designs, inventions, disclosures, domain names and unregistered rights owned by the Assignor (collectively, "Intellectual Property").

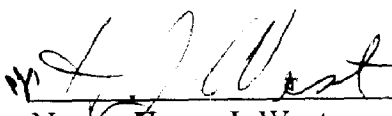
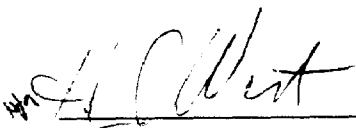
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Intellectual Property and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Intellectual Property and to recognize the same.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective and as if signed on the Effective Date.

LECTRO SCIENCE, INC.

KOEHLER-BRIGHT STAR, INC.



Name: Henry J. West
Title: President

Name: Henry J. West
Title: Vice President

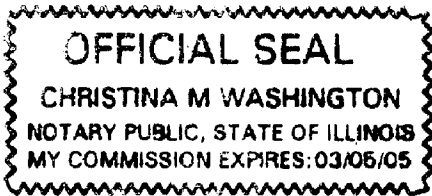
Dated: 12/7/01

Dated: 12/7/01

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 7th day of December, 2001, there appeared before **Henry J. West**, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Lectro Science, Inc.

WITNESS my hand and seal on this December 7th, 2001.



Christina M. Washington

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 7th day of December 2001, there appeared before me **Henry J. West**, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Koehler-Bright Star, Inc.

WITNESS my hand and seal on this December 7, 2001.



Christina M. Washington

Notary Public

SCHEDULE A
UNITED STATES PATENTS

Patent Number

Title

D356,875

Combined Spotlight and Recharger Base Therefore

D403,454

Portable Light

D414,284

Portable Light and Charging Base

D431,307

Spotlight

SCHEDULE B
UNITED STATES TRADEMARKS

<u>Registration Number</u>	<u>Trademark</u>
1,050,000	SPORT TWIN and Design
1,098,697	MINI-SPORT and Design
1,107,151	LSI and Design
1,109,947	TRAVEL-TWIN and Design
1,155,474	NITE TRACKER II
1,162,612	SIDEKICK
1,218,288	TOTE-A-LITE and Design
1,363,191	NITE GUARD III
1,685,196	NITE GUARD
1,861,742	HOT SPOT
2,104,810	(Spotlight) Design
2,467,055	LIGHT YEARS AHEAD and Design

SCHEDULE C
FOREIGN TRADEMARKS

<u>Country</u>	<u>Registration Number</u>	<u>Trademark</u>
Australia	663883	NITE TRACKER

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231 on December 21, 2001 (Date of Deposit).

Kathryn Walczak
(Print or type name of person signing the certificate)

Kathryn Walczak
(Signature of person signing the certificate)

December 21, 2001
(Date of Signature)