

06-06-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies): Emess Lighting, Inc. 5-31-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: SLI Ligthing Company
Internal Address:
Street Address: One Early Street
City: Elwood City State: PA Zip: 16117
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: April 12, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Additional number(s) attached Yes No 1,701,647

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Vangelis Economou
Internal Address:
Ladas & Parry
Suite 1200
Street Address: 224 S. Michigan Ave.
City: Chicago State: IL Zip: 60604

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
Enclosed
Authorized to be charged to deposit account
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.
VaNGELIS Economou
Name of Person Signing
Signature
Date: May 31, 2002

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

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

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TRADEMARK REEL: 2518 FRAME: 0671

TRADEMARK ASSIGNMENT

WHEREAS, EMESS LIGHTING, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business located at One Early Street, Elwood City, PA, 16117 (hereinafter "ASSIGNOR"), has adopted, used and is using a certain mark which is embodied in and the subject of U.S. Trademark Registration No. 1,701,647 for "ALSY" in Class 30 of the Trademark Register, which trademark registration was issued to ALSY Lighting Corporation, under which ASSIGNOR was previously doing business, said mark and registration referred to herein as the "Trademark Rights"; and

WHEREAS, SLI Lighting Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business at One Early Street, Elwood City, PA, 16117 (hereinafter "ASSIGNEE") has acquired certain of ASSIGNOR's business assets, including the Trademark Rights, the mark used by ASSIGNOR to identify its goods and the goodwill of the business related thereto, and all right, title and interest in, to and under said Trademark Rights and to register such acquisition in the U.S. Patent and Trademark Office Assignment records.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged, effective as of April 12 2002, ASSIGNOR assigns its Trademark Rights to ASSIGNEE upon the following terms:

1. ASSIGNOR represents and warrants that it owns or had owned as of April 12 2002, the entire right, title and interest in and to the Trademark Rights.
2. ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in, to and under the mark, in, to and under said Trademark Rights and to the goodwill of the business relating thereto and symbolized by said mark and said Trademark Rights.

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To-KAYE SCHOLER LLP

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3. And, for the same consideration, ASSIGNOR hereby transfers, assigns and sets over to ASSIGNEE, free and clear of any claims, liens and encumbrances, all of ASSIGNOR's right, title and interest, legal and equitable, in and to any claims, causes of action for past infringements of the mark and Trademark Rights and for unfair competition and any related claims ASSIGNOR may have against any third parties, whether known or unknown, and to apply any damages recovered to ASSIGNEE's account.

4. And, for the same consideration, ASSIGNOR covenants to cooperate with ASSIGNEE, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and ASSIGNOR shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of ASSIGNEE, its designee or legal representative.

5. And, for the same consideration, ASSIGNOR further covenants and agrees to execute and cause to be executed, at the request of ASSIGNEE, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable ASSIGNEE to obtain or maintain the Trademark Rights herein conveyed or intended to be conveyed.

6. And, for the same consideration, ASSIGNOR hereby warrants, by this Assignment, that ASSIGNOR has not made and will not make any commitment or claim inconsistent with or in derogation of this Trademark Assignment.

7. The effective date of this Trademark Assignment is April 12, 2002 irrespective of the date that the Assignment was actually signed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12th day of April, 2002.

EMESS LIGHTING, INC.

By: [Signature]
Its: Office of Emess Lighting Inc.

STATE OF _____)
)
) SS:
)
COUNTY OF _____)

Before me, a Notary Public in and for the County and State aforesaid, appeared to me _____, personally known to be the officer of EMESS Lighting, Inc. above executing this document, and having authority to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

(SEAL) _____
Notary Public