

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C.E.W. Lighting, Inc.		03/28/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Simkar LLC
Street Address:	700 Ramona Avenue
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19120
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2333551	PULSETRON
Registration Number:	2176305	R-CAD
Registration Number:	2263449	RETRO ACE
Registration Number:	1831925	SPARTAN
Registration Number:	2061515	WHITE ACE

CORRESPONDENCE DATA	
Fax Number:	(215)979-1020
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2159791000
Email:	azgifford@duanemorris.com
Correspondent Name:	Allison Z. Gifford, Esquire
Address Line 1:	One Liberty Place
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7396

ATTORNEY DOCKET NUMBER:	D3754-00041
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NAME OF SUBMITTER:	Allison Z. Gifford, Esquire
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CH \$140.00 2333551

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made as of March 28, 2003, between C.E.W. Lighting, Inc., a Texas corporation ("Assignor"), and Simkar LLC, a Pennsylvania limited liability company ("Assignee"), pursuant to that certain Assets Sale and Purchase Agreement dated March 28, 2003 by and among Assignee, Assignor, S.L. Fixture Manufacturing, Inc., a Tennessee corporation, Peter Roth, an individual, and Anthony Abroms, an individual (the "Asset Purchase Agreement").

RECITALS

WHEREAS, pursuant to the provisions of the Asset Purchase Agreement, Assignor has sold, and Assignee has purchased, certain intellectual property assets; and

WHEREAS, it is the purpose of this document to memorialize the transfer of Assignor's right, title and interest in and to the United States of America trademark registrations, and common law trademarks listed in Schedule A attached hereto (collectively, the "Trademarks"), together with the good will of the business symbolized by the respective Trademarks, to Assignee, in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration for the foregoing premises, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does assign and transfer to Assignee, all of Assignor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the respective Trademarks, including, but not limited to, the right to sue and collect damages for past infringement of the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

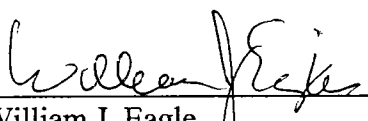
After the execution of this Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademark, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademark and to give full effect to this Trademark Assignment.

This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

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ASSIGNEE:

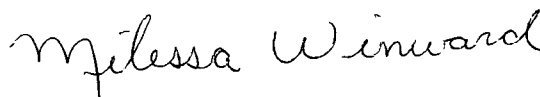
SIMKAR LLC
a Pennsylvania limited liability company

By: 
William J. Eagle
President and CEO

STATE OF Pennsylvania §
 §
COUNTY OF Philadelphia §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared William J. Eagle the President and CEO of Simkar LLC, a Pennsylvania limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Simkar, LLC, a Pennsylvania limited liability company, and that s/he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of March, 2003.



Notarial Seal
Milessa Winward, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 17, 2003
Member, Pennsylvania Association of Notaries

SCHEDULE A

U.S. Trademark Registrations

Mark	Registration No.
"Pulsetron"	U.S. Reg. No. 2,333,551
"R-Cad"	U.S. Reg. No. 2,176,305
"Retro Ace"	U.S. Reg. No. 2,263,449
"Spartan"	U.S. Reg. No. 1,831,925
"White Ace"	U.S. Reg. No. 2,061,515

Common Law Marks

Mark
"SpartanFlex™"
"High-2-Low™"
"Crane-Liter™"
"Twist-N-Lok™"
"Par-Cap™"
"Mr. Snap"
"KROMA"
"V-Tap"
"Spartan Energy Services"
"SES"
