

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
RSA LIGHTING, LLC		03/25/2004	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA	
Name:	COOPER LIGHTING, INC.
Street Address:	1121 HIGHWAY 74 SOUTH
City:	PEACHTREE CITY
State/Country:	GEORGIA
Postal Code:	30269
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	2784871	QUIET CEILING
Registration Number:	2624688	COMBO
Registration Number:	2519931	COMBO DECOR
Registration Number:	2519930	COMBO FASTRAC
Registration Number:	2519929	COMBO CLASSIC
Registration Number:	2515133	RSA LIGHTING
Registration Number:	2519926	COMBOLIGHT

CORRESPONDENCE DATA	
Fax Number:	(713)209-8980
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713 209-8783
Email:	YRUEGAS@COOPERINDUSTRIES.COM
Correspondent Name:	LUPE YRUEGAS
Address Line 1:	600 TRAVIS, SUITE 5800
Address Line 4:	HOUSTON, TEXAS 77002

CH \$190.00 2784871

ATTORNEY DOCKET NUMBER:

RSA ASSIGNMENT

NAME OF SUBMITTER:

LUPE YRUEGAS

Total Attachments: 3

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Assignment of Trademarks

ASSIGNMENT OF TRADEMARKS is made as of the 25 day of March, 2004, by RSA Lighting, LLC, a California limited liability company with its principal place of business at 9660 Topanga Canyon Blvd., Chatsworth, California, 91311 ("Assignor"), to Cooper Lighting, Inc., a Delaware corporation with its principal place of business at 1121 Highway 74 South, Peachtree City, Georgia 30269 ("Assignee").

Assignee and Assignor are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of March 25, 2004, between Assignor, and Assignee, and Jack J. Zukerman, an individual and resident of California ("Zukerman"), and Philip Artsis, an individual and resident of California ("Artsis"), and John Ronk, an individual and resident of California ("Ronk"). Pursuant to the terms of the Asset Purchase Agreement, Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Asset Purchase Agreement), including, without limitation, the trademarks of Assignor. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

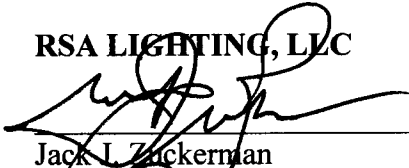
In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks and trademark applications, including without limitation, the trademark and trademark applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Trademarks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

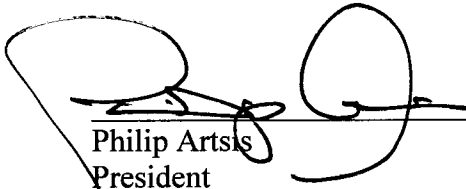
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officers to execute this Assignment of Trademarks as of the date first above written.

RSA LIGHTING, LLC



Jack J. Zuckerman
Chief Executive Officer



Philip Artsis
President

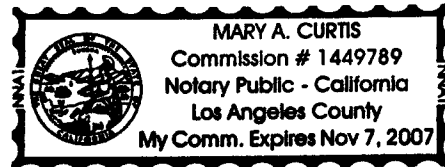
[SEAL]

State of California)
) SS
County of Los Angeles)

On this 24th day of March, 2004, before me, MARY A. CURTIS, personally appeared Jack J. Zukerman, Chief Executive Officer of RSA Lighting, LLC, and Philip Artsis, President of RSA Lighting, LLC, both personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that each has executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which each person acted, executed the instrument.

Witness my hand and official seal.

Mary A. Curtis
Notary Public



SCHEDULE A - TRADEMARKS

<u>REGISTRATION NO.</u>	<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>
2,784,871	QUIET CEILING	November 18, 2003
2,624,688	COMBO	September 24, 2002
2,519,931	COMBO DÉCOR	December 18, 2001
2,519,930	COMBO FASTRAC	December 18, 2001
2,519,929	COMBO CLASSIC	December 18, 2001
2,515,133	RSA LIGHTING	December 4, 2001
2,519,926	COMBOLIGHT	December 18, 2001

rsa.assgtrd.doc