

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Lightron of Cornwall, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: New York
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: LSI Industries, Inc.
Internal Address: _____
Address: _____
Street Address: 10000 Alliance Road
City: Cincinnati
State: Ohio
Country: USA Zip: 45242

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Ohio
 Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 21, 2000

Assignment Merger
 Security Agreement Change of Name
 Other Asset Purchase Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
75404664

B. Trademark Registration No.(s)
2322886

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
MULTIBEAM 2000

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

Name: Daniel F. Nesbitt
Internal Address: Hasse & Nesbitt LLC
Street Address: 7550 Central Parke Blvd.
City: Mason
State: Ohio Zip: 45040
Phone Number: 513-229-0383
Fax Number: 513-229-0683
Email Address: dfn@hn-iplaw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1000
Expiration Date 06/08

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Daniel F. Nesbitt July 11, 2005
Signature Date

Daniel Nesbitt
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 75404664

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of November 21, 2000, by and among LSI INDUSTRIES INC., an Ohio corporation, or its permitted assignee ("Buyer"), LIGHTRON OF CORNWALL, INC., a New York corporation ("Seller"), EUGENE LITTMAN ("Gene"), ELFRIEDE LITTMAN ("Elfriede"), EUGENE LITTMAN 1994 IRREVOCABLE TRUST FBO BONNIE GATOF ("Gatof Trust"), EUGENE LITTMAN 1994 IRREVOCABLE TRUST FBO DAVID LITTMAN ("Litman Trust") and EUGENE LITTMAN 1994 IRREVOCABLE TRUST FBO SANDRA FINKELSTEIN ("Finkelstein Trust") (Gene, Elfriede, Gatof Trust, Litman Trust and Finkelstein Trust are sometimes individually referred to as a "Stockholder" and collectively as the "Stockholders").

RECITALS:

A. Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, substantially all the assets, real, personal or mixed, tangible or intangible, used or useable in the conduct of Seller's business ("Seller's Business") which purchase and sale shall occur in several stages pursuant to separate closings.

B. As the transactions contemplated by this Agreement constitute the sale of all or substantially all of the Seller's assets, Buyer desires that the Stockholders also be liable to Buyer for any Breach by Seller of its warranties, representations, agreements, covenants and indemnities hereunder, and the Stockholders are willing to assume such liability, as and to the extent set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and undertakings hereinafter set forth, the parties hereto do hereby agree as follows:

1 DEFINITIONS

Certain capitalized terms used in this Agreement have the meanings specified in the Glossary attached hereto. Other capitalized terms are defined in the body of this Agreement.

2 SALE OF ASSETS

2.1 ASSETS TO BE ACQUIRED

At the Closings, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire, accept and pay for, all of Seller's right, title and interest in and to all of the properties, assets and other rights (excluding the Excluded Assets (as defined hereinafter)), personal or mixed, tangible or intangible, owned or leased by or licensed to

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Seller on the date of each Closing and used or useable in the Seller's Business (collectively, the "Assets").

The Assets include, but shall not be limited to, the following:

(i) all cash and cash equivalents of Seller in existence as of the First Closing Date;

(ii) all accounts receivable, prepaid accounts, notes receivable and other receivables, including employee receivables, arising out of the conduct of Seller's Business in existence as of the First Closing Date;

(iii) all office, warehouse and other equipment, machinery, vehicles, fixtures, office materials and supplies, spare parts and other tangible personal property of every kind and description owned as of the First Closing Date;

(iv) all inventories of raw materials, work in process, finished goods, packaging materials and supplies, point of sale supplies, brochures, printed materials, signs, and displays owned as of the First Closing Date;

(v) all contracts, commitments or other arrangements, including, without limitation, all non-competition, non-solicitation and non-disclosure agreements for which Seller receives any benefits, to which Seller is a party and related to the Seller's Business as of the First Closing Date other than the Excluded Contracts;

(vi) all Intellectual Property Assets owned or used by Seller as of the First Closing Date and used or useable in Seller's Business, including, without limitation, the rights to the name "Lightron of Cornwall" or any derivation thereof;

(vii) all customer files and records of Seller relating to the operation of the Seller's Business as of the First Closing Date, including, without limitation, all written technical information, employment records, data, specifications, research and development information, engineering drawings, manuals, computer programs, tapes and software relating to the Seller's Business;

(viii) all of Seller's goodwill in and going concern value of the Seller's Business;

(ix) to the extent transferable under applicable law, all franchises, approvals, permits, licenses, orders, registrations, certificates and variances; and

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(x) all other assets of the kind covered by subsections (i) through (viii) above which are acquired by Seller after the First Closing Date and on or before the Final Closing Date.

2.2 EXCLUDED ASSETS

Notwithstanding any other provision of this Agreement to the contrary, all of Seller's right, title and interest in all of the following properties, assets and other rights (collectively, the "Excluded Assets") shall be excluded from the Assets and retained by Seller:

(a) the building located on Seller's premises which is owned by South Colden Realty Corp. and any related lease agreements;

(b) all assets of Littman Industries, Inc.;

(c) Libare Realty Corp.;

(d) the Excluded Contracts;

(e) minute books and tax and accounting records of Seller; and

(f) tax refund and recoveries and similar benefits of Seller relating to any period prior to the Final Closing Date;

(g) Seller's rights under any insurance policies or other contracts not included in the Assets which are set forth on Schedule 2.2(a); and

(h) all of Seller's right, title and interest in and to this Agreement and all other agreements, documents and instruments delivered in connection herewith.

2.3 ASSUMPTION OF LIABILITIES

(a) The Assets shall be sold and conveyed to Buyer free and clear of all Liens except Permitted Liens. On and after the First Closing Date, Buyer will assume and discharge only those liabilities of Seller relating to the First Closing Assets and which are (i) set forth in the balance sheet included in the Most Recent Financial Statements, (ii) those liabilities incurred in the Ordinary Course of Business since the date of the balance sheet included in the Most Recent Financial Statements and on or prior to the First Closing Date and (iii) those liabilities specified on Schedule 2.3(a) (collectively, the "First Closing Assumed Liabilities"). In addition, Buyer will assume and discharge only those liabilities of Seller relating to the Assets acquired at and as of each Subsequent Closing and which arise after such Subsequent Closing

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