

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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):

Encon Electric, L.P.

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

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Seagull Lighting Products, Inc.

Internal

Address: _____

Street Address: 301 W. Washington Street

City: Riverside

State: New Jersey

Country: US Zip: 08075

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship US

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) September 29, 2000

- Assignment Merger
 Security Agreement Change of Name
 Other Assets Purchase Agreement

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,764,767

Additional sheet(s) attached? Yes No

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

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

Name: Gregory J. Burke, Esq.

Internal Address: _____

DRINKER BIDDLE & REATH LLP

Street Address: One Logan Square

18th and Cherry Streets

City: Philadelphia

State: PA Zip: 19103-6996

Phone Number: (215) 988-3302

Fax Number: (215) 988-2757

Email Address: gregory.burke@dbr.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0573

Authorized User Name _____

9. Signature:

Gregory J. Burke
Signature

October 19, 2005
Date

Gregory J. Burke (Reg. No. 38,399)

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into this 29 day of September, 2000, by and between Sea Gull Lighting Products, Inc., a Delaware corporation ("Buyer") or its assigns, and Encon Electric, L.P., a Delaware limited partnership ("Seller").

BACKGROUND

WHEREAS, Seller markets, sells and distributes ceiling fans and related products through three separate and distinct strategic business units ("SBUs"): (i) the International SBU, (ii) the Encon SBU, and (iii) the Monte Carlo SBU;

WHEREAS, Seller's businesses have been deteriorating rapidly and Seller believes that the sale of the businesses as going concerns will maximize the value to the Seller's creditors;

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets of the Monte Carlo SBU as a going concern (hereinafter, the "Monte Carlo Business"), pursuant to the terms and conditions of this Agreement; and

WHEREAS, simultaneously with the execution and delivery of this Agreement, Seller and Angelo Lighting Company, a Pennsylvania close corporation ("ALCO"), are entering into an Asset Purchase Agreement (the "ALCO Purchase Agreement"), pursuant to which ALCO will purchase from Seller substantially all of the assets, properties and business of Seller's International SBU and Encon SBU, each as a going concern (referred to respectively as the "International Business" and the "Encon Business").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties and covenants contained herein, Seller and Buyer, intending to be legally bound, agree as follows:

ARTICLE I. SALE AND PURCHASE OF ASSETS.

1.1. Acquired Assets. Subject to the terms and conditions of this Agreement, at the Closing (as defined herein), Buyer shall acquire from Seller, and Seller shall sell, assign, transfer and convey to Buyer, free and clear of all security interests, liens, mortgages, leases, conditional sales contracts, attachments, judgments, claims and encumbrances of any kind or nature (collectively, "Encumbrances"), other than the permitted encumbrances set forth on Schedule 1.1 ("Permitted Encumbrances"), all of the assets comprising the Monte Carlo Business as a going concern, including but not limited to the following (collectively, the "Acquired Assets"):

1.1.(a) All inventory, goods and other items held for sale in the ordinary course of the Monte Carlo Business ("Inventory");

1.1.(b) All trade accounts receivable of the Monte Carlo Business ("Receivables");

1.1.(c) All rights and interest of Seller in and to all Assumed Contracts (as defined herein);

1.1.(d) All furniture, fixtures, computer hardware, tools, machinery and other equipment and items of personal property of the Monte Carlo Business (the "Personal Property");

1.1.(e) All governmental or other licenses, permits and authorizations relating to the conduct of the Monte Carlo Business ("Permits");

1.1.(f) All Proprietary Rights (as defined herein); and

1.1.(g) The goodwill associated with the Monte Carlo Business.

1.2. International SBU and Encon SBU Assets. It shall be conclusively presumed that any asset individually listed or described in the ALCO Purchase Agreement as an asset of the International SBU or the Encon SBU to be acquired by ALCO shall not be an Acquired Asset.

1.3. Shared Assets. Seller owns or possesses certain assets (including, without limitation, certain prepaid expenses) which are used in connection with the Monte Carlo Business and also in connection with the International SBU and/or the Encon SBU (the "Shared Assets"), which shall be handled as follows:

1.3.(a) The Shared Assets include the intellectual property rights listed or described on Schedule 1.3 (the "Shared Proprietary Rights"). Prior to the Closing, Seller shall organize a Delaware limited liability company (the "IP LLC") with itself as the sole member and shall contribute all the Shared Proprietary Rights to the IP LLC. At the Closing, Seller shall assign a 50% membership interest in the IP LLC to Buyer and the remaining 50% membership interest in the IP LLC to ALCO pursuant to the ALCO Purchase Agreement. At the Closing the IP LLC, Buyer and ALCO shall enter into a License Agreement, in the form set forth as Exhibit A attached hereto (the "License Agreement"), which shall provide that (i) the IP LLC shall grant to Buyer and ALCO a co-exclusive royalty-free license to the Shared Proprietary Rights, and (ii) Buyer and ALCO shall share equally the costs of perfecting the rights to the Shared Proprietary Rights.

Closing all Assumed Contracts will be paid through the date of this Agreement. Each of said Assumed Contracts is assignable to Buyer without the consent of any party thereto.

4.7. Licenses. Seller owns, possesses or has the legal right to use all licenses, permits, rights or other governmental or regulatory authorizations necessary or appropriate to the lawful operation of the Monte Carlo Business (collectively, the "Licenses"), free and clear of all Encumbrances. Seller is not in default under, nor has it received any notice of any claim or default or any other claim or proceeding relating to, any License.

4.8. Intellectual Property. The Disclosure Schedule sets forth a list of all of Seller's (i) patents, patent applications, registrations and applications for registrations, (ii) trademarks, service marks, trade dress, logos, tradenames, service names and corporate names and registrations and applications for registration thereof, (iii) copyrights and registrations and applications for registration thereof, (iv) computer software, data and documentation, (v) trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, (vi) copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, and (vii) other proprietary rights relating to any of the foregoing (including without limitation associated goodwill and remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions) necessary or appropriate to the operation of or used in the Monte Carlo Business (together, "Proprietary Rights"). The Disclosure Schedule also lists all licenses, sublicenses and other agreements to which Seller is a party and pursuant to which any person or entity ("Person") is authorized to use such Proprietary Right, including the identity of all parties thereto, a description of the nature and subject matter thereof, the applicable royalty and the term thereof. Seller has not been sued, charged in writing with, or been a defendant in any claim, suit, action or proceeding relating to the Monte Carlo Business that has not been finally terminated prior to the date hereof and that involves a claim of infringement of any patents, trademarks, service marks or copyrights. No Proprietary Right is subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use thereof by Seller or restricting the licensing thereof by Seller to any Person. Seller has not entered into any agreement to indemnify any other Person against any charge of infringement of any patent, trademark, service mark or copyright.

4.9. Title to and Condition of the Acquired Assets.

4.9.(a) Except for the Encumbrances listed and described on the Disclosure Schedule, all of which (other than the Permitted Encumbrances) will be satisfied, terminated and/or discharged by Seller on or before the Closing Date, Seller has good and marketable title to all of the Acquired Assets, subject to no Encumbrances whatsoever. No other Person has any right to the use or possession of any of such property except as set forth on the Disclosure Schedule.

4.9.(b) The Disclosure Schedule sets forth a complete and correct copy of each of the real property leases ("Leases") included in the Acquired Assets (together with all modifications or amendments thereto), the annual rental and unexpired lease

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by telecopy (transmission confirmed), or on the date three business days after being mailed by certified or registered mail, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section.

11.14. Law Governing. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law thereof.

11.15. Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

11.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

BUYER:

SEA GULL LIGHTING PRODUCTS, INC.

By: Lucan Solomon Queibach
Its: Ex. Vice President

SELLER:

ENCON ELECTRIC, L.P.

By: _____
Its: _____

JOINDER

.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

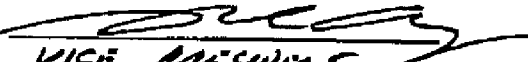
BUYER:

SEA GULL LIGHTING PRODUCTS, INC.

By: _____
Its: _____

SELLER:


ENCON ELECTRIC, L.P.

By: 
Its: VICE PRESIDENT

JOINDER

Angelo Lighting Company, a Pennsylvania close corporation, hereby joins this Agreement with respect to the obligations set forth in Sections 1.3(a), 1.3(b) and 9.2.

ANGELO LIGHTING COMPANY

By: 
Its: VICE PRESIDENT

Schedule 4.8**Intellectual Property**

1. A list of all of the Intellectual Property owned by Seller is attached.
2. The Intellectual Property to be acquired by Sea Gull, in addition to the Shared Proprietary Rights listed on Schedule 1.3, is as follows:
 - (a) U.S. Trademark Registrations:
 - "MONTE CARLO", U.S. Reg. No. 2,199,289
 - (b) U.S. Trademark Applications:
 - "STUDIO SUITE", U.S. Applic. No. 76/086,077 (Intent-to-Use)
 - "SAFARI", U.S. Applic. No. 76/085,789 (Intent-to-Use)
 - "TITAN XL", U.S. Applic. No. 76/102,050 (Intent-to-Use) ✓
 - "THE ARCH", U.S. Applic. No. 76/102,051 (Intent-to-Use) ✓
 - "TABRIZ", U.S. Applic. No. 76/102,052 (Intent-to-Use)
 - "FLARE", U.S. Applic. No. 76/102,053 (Intent-to-Use)
 - "WEATHERFORD", U.S. Applic. No. 76/102,054 (Intent-to-Use) ✓
 - "NOB HILL", U.S. Applic. No. 76/102,055 (Intent-to-Use)
 - "MIDTOWN", U.S. Applic. No. 76/102,056 (Intent-to-Use)
 - "ALICANTE", U.S. Applic. No. 76/102,057 (Intent-to-Use) ✓
 - "D'ELEGANCE", U.S. Applic. No. 76/102,058 (Intent-to-Use)
 - "BIG SUR", U.S. Applic. No. 76/102,059 (Intent-to-Use) ✓
 - (c) Foreign Trademark Registrations
 - "MONTE CARLO", European Community Registration No. 1,131,796
 - (d) Foreign Trademark Applications
 - "MONTE CARLO", Argentina, No. 2,165,245 ✓
 - "MONTE CARLO", Brazil, No. 820961280
 - "MONTE CARLO", Chile, No. 429,092
3. The licenses, sublicenses and agreements to which Seller is a party with respect to the Intellectual Property are as follows:
 - (a) Software License Agreement by and between Daly & Walcott, Inc. and Encon Electric, L.P. for various software products, dated March 30, 1998. *[The assumption of this Agreement shall be determined post-closing.]*

- (b) World Wide Web domain name registration of "Montecarlofans.com" registered in Seller's name. ✓
- 4. Although there is no intellectual property-based litigation pending against Seller at this time, a matter may be brought against Seller by Emerson Electric ("Emerson") with respect to license fees which may be owed to Emerson by Seller under that certain Nonexclusive License Agreement effective as of January 31, 1997.