

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



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

RECC. 103268551
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):

Cygnus, Inc.

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

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 6/15/2006

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Smartlite, LLC

Internal

Address: 25 Madison Avenue

Street Address: same as above

City: Clifton

State: NJ

Country: US Zip: 07011

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC 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)

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)

3,048,568

Additional sheet(s) attached? Yes No

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

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

Name: Marvin Feldman

Internal Address: Lackenbach Siegel, LLP

Street Address: One Chase Road

City: Scarsdale

State: NY Zip: 10583

Phone Number: (914) 723-4300

Fax Number: (914) 723-4301

Email Address: mfeldman@lslip.com

6. Total number of applications and registrations involved:

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 _____
Expiration Date _____

b. Deposit Account Number 10-0100

Authorized User Name Marvin Feldman

9. Signature:

[Signature]
Signature

June 26, 2006
Date

Marvin Feldman

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

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

TRADEMARK
REEL: 003363 FRAME: 0454

ASSIGNMENT

WHEREAS, **Cygnus, Inc.**, a New Jersey Corporation with offices at 510 East 41st Street, Paterson, New Jersey 07504 (hereinafter referred to as the "Assignor"), is the owner of all right, title and interest in and to the below listed trademark which has been filed and/or registered at the United States Patent and Trademark Office, the particulars of which are as follows:

<u>Trademark</u>	<u>Registration No.</u>
SMARTLITE	3,048,568

(hereinafter referred to as the "Mark");

WHEREAS, **Smartlite, LLC**, a Limited Liability Corporation with offices at 25 Madison Avenue, Clifton, New Jersey 07011, (hereinafter referred to as the "Assignee") was desirous of acquiring the aforesaid Mark, together with the goodwill of the business symbolized by the Mark;

WHEREAS, by an agreement effective on the date of its formation, **Smartlite, LLC** received the entire right, title, and interest in and to the aforesaid Mark, together with the goodwill of the business symbolized thereby; and

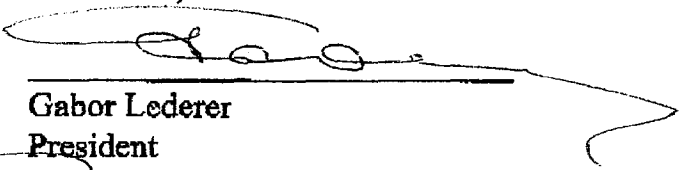
WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation at the United States Patent and Trademark Office recording title in and to the aforesaid Mark in the name of **Smartlite, LLC**;

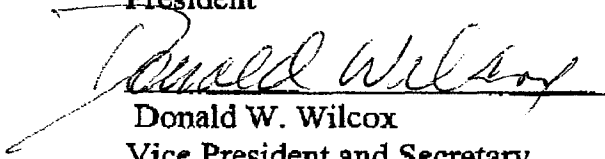
NOW, THEREFORE, for and in consideration of good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, said Assignor hereby acknowledges and confirms its prior said transfer, and does hereby sell, assign, and transfer nunc pro tunc unto said Assignee all right, title and interest in and to said Mark, including the applications and registrations thereof and the Certificates of Registration duly and legally issued therefor, and any and all renewals thereof for the Mark, together with the goodwill of the business symbolized thereby, and further including, without limitation, all claims for damages by reason of past infringement and the right to sue for and the right to collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or legal representatives and the right to defend the Mark and the applications and registrations thereof.

ASSIGNOR REPRESENTS AND WARRANTS that it has the full right, power and authority to make this assignment, and that it has not granted and will not grant any assignment or other encumbrance of the Mark to any third party.

Date: 6-15-2006

CYGNUS, INC.


Gabor Lederer
President


Donald W. Wilcox
Vice President and Secretary