

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/02/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UVP, Inc.		01/02/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	UVP, LLC
Street Address:	2066 W. 11th Street
City:	Upland
State/Country:	CALIFORNIA
Postal Code:	91786
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	78768790	I BOX
Registration Number:	3128909	VISIONWORKS
Registration Number:	3071530	FIRSTLIGHT
Registration Number:	2726856	CHROMATO-VUE
Registration Number:	2891563	BIOSPECTRUM
Registration Number:	2098872	GELWORKS
Registration Number:	2102789	DOC-IT
Registration Number:	2064839	GELBASE
Registration Number:	1280358	UV
Registration Number:	0943078	BLAK-RAY
Registration Number:	0944534	PEN-RAY
Registration Number:	0851358	BLAK-RAY
Registration Number:	0765321	BLAK-RAY

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Registration Number:	0772125	BLAK-RAY
Registration Number:	0677269	PEN-RAY
Registration Number:	0629479	MINERALIGHT

**CORRESPONDENCE DATA**

Fax Number: (619)744-2201  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6197442210  
Email: slbiggs@duanemorris.com  
Correspondent Name: Suzanne L. Biggs  
Address Line 1: 101 West Broadway  
Address Line 2: Suite 900  
Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	E5459-2
NAME OF SUBMITTER:	Suzanne L. Biggs
Signature:	/Suzanne L. Biggs/
Date:	01/03/2007

**Total Attachments: 4**  
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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of the 2<sup>nd</sup> day of JANUARY 2007, by UVP, Inc., a California corporation ("Assignor"), to UVP, LLC, a Delaware limited liability company ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 20, 2006 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively 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 servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

### ASSIGNMENT

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is 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 Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and 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 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 Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and 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 officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNOR:

UVP, Inc.

By: [Signature]  
Name: Leighton H. Smith  
Its: President

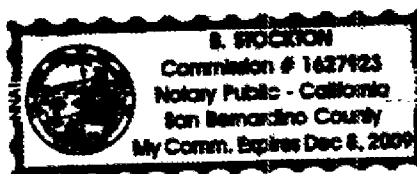
[SEAL]

State of California )  
County of San Bernardino ) SS.:

On this 26 day of December, 2006, before me, B. Stockton, Notary Public, personally appeared Leighton H. Smith, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Notary Public



**SCHEDULE A**

**MARKS**

Trademarks

Mark	App. No.	Reg. No.	Filing Date	Reg. Date
I BOX	78/768790	n/a	12/7/05	n/a
VISIONWORKS	78/563131	3,128,909	2/8/05	8/15/06
FIRSTLIGHT	76/576084	3,071,530	2/9/04	3/21/06
CHROMATO-VUE	76/423159	2,726,856	6/19/02	6/17/03
BIOSPECTRUM	76/314950	2,891,563	9/19/01	10/5/04
GELWORKS	75/084028	2,098,872	4/4/96	9/23/97
DOC-IT	75/084034	2,102,789	4/4/96	10/7/97
GELBASE	75/084025	2,064,839	4/3/96	5/27/97
UV (and Design)	73/426583	1,280,358	5/19/83	6/5/84
BLAK-RAY	72/400420	943,078	8/18/71	9/19/72
PEN-RAY	72/395470	944,534	6/21/71	10/10/72
BLAK-RAY	72/268245	851,358	4/3/67	6/25/68
BLAK-RAY	72/152847	765,321	9/10/62	2/25/64
BLAK-RAY	72/152469	772,125	9/4/62	6/30/64
PEN-RAY	72/055286	677,269	7/14/68	4/21/59
MINERALIGHT (stylized letters)	71/697868	629,479	11/7/55	6/26/56

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