

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American-DeRosa Lamparts, Inc.		05/18/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	American De Rosa Lamparts, LLC		
Street Address:	222 South Ninth Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76480511	SUNSET LIGHTING AND FANS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4782		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8525		
Email:	terese.scholl@kattenlaw.com		
Correspondent Name:	KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Terese Scholl		
Signature:	/Terese Scholl/		
Date:	05/25/2007		

CH \$40.00 76480511

Total Attachments: 16
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated as of May ~~18~~ 2007, is made and entered into by and between American-DeRosa Lamparts, Inc., a California corporation ("Transferor"), and American De Rosa Lamparts, LLC, a Delaware limited liability company ("Transferee").

RECITALS

A. Transferor and Transferee are each parties to that certain Membership Interest Purchase Agreement with Ronald S. Bauer and SV-ADL, Inc., a Minnesota corporation (the "Purchase Agreement"). Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned to such term in the Purchase Agreement.

B. Transferor is in the business of manufacturing and distributing lighting and plumbing fixtures, supplies and components (the "Business").

C. The parties are entering into this Agreement in order to transfer the Business of Transferor to Transferee as more fully set forth below, and as provided for in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transferred Assets. Transferor hereby contributes to Transferee, and Transferee hereby accepts, all of the assets of Transferor used in the Business, other than those specifically excluded pursuant to Paragraph 2 below (collectively, the "Transferred Assets"), including, without limitation:

- (a) all contracts with customers of the Business;
- (b) all accounts receivable of Transferor arising out of or in connection with the Business;
- (c) all leasehold interests, improvements, and fixtures thereon and interests therein used or useful in connection with the Business, including, without limitation, those listed in Schedule 1(c);
- (d) all inventory, equipment, machinery, computers, software, furniture, trade fixtures, vehicles, and other personal property used or useful in connection with the Business, whether owned, leased, or otherwise held by Transferor;
- (e) all office and other supplies, tools, spare parts, and maintenance, advertising, brochures, and promotional materials used or useful in connection with the Business;

(f) all inventions, processes, formulae, and all discoveries, improvements, trade secrets and confidential data, customer and supplier lists used or useful in connection with the Business, whether or not patentable or copyrightable, including, without limitation, those listed in Schedule 1(f);

(g) all trademarks, service marks, trade names, domain names, copyrights, designs and similar rights (including any registrations thereof and applications therefor), and all licenses thereof or therefor, used or useful in connection with the Business, whether or not patentable or copyrightable, including, without limitation, those listed in Schedule 1(g);

(h) all rights in and under agreements, mortgages, instruments, leases for personal property, contracts, insurance policies, and other agreements used or useful in connection with the Business, including without limitation those listed in Schedule 1(h);

(i) all rights in and under all employment agreements, consulting agreements, representative agreements, and employee benefit plans used or useful in connection with the Business, including, without limitation, those listed in Schedule 1(i);

(j) all licenses and other governmental authorizations, including licenses of personnel, used or useful in connection with the Business to the extent transferable, including without limitation, those listed in Schedule 1(j);

(k) all manufacturer's and seller's warranties made to Transferor in connection with the Business, and all rights of a successor employer for employment tax and unemployment insurance purposes;

(l) all records which relate to the Business, including, without limitation, all books, records, ledgers, files, documents, correspondence, computer discs, reports and similar documents used or useful in connection with the Business;

(m) all issued and outstanding capital stock of ADL International, Ltd., a corporation organized under the laws of the Republic of Seychelles; and

(n) all goodwill of Transferor arising out of or associated with the Business.

2. Retained Assets. Schedule 2 hereto sets forth the assets of Transferor that are not transferred to Transferee hereunder (collectively, the "Retained Assets").

3. Assumed Obligations. Transferee hereby assumes and agrees to pay, perform and discharge the following Liabilities of Transferor (collectively, the "Assumed Obligations"):

(i) all Liabilities reflected or reserved on the Financial Statements;

(ii) all current Liabilities incurred in the ordinary course of the Business, including, without limitation, all trade debts, accounts payable and accrued expenses as of the date hereof;

(iii) all Liabilities accruing from and after the date hereof arising under all Contracts, leases, and commitments assigned to Transferee hereunder (collectively, the "Assumed Obligations"); and

(iv) all Liabilities to employees of Transferor, (each of whom shall become an employee of Transferee effective as of the date hereof) including, without limitation, all such Liabilities under employee benefit plans of Transferor and otherwise which are reflected in the Financial Statements or accrued after the date thereof in the ordinary course of business.

Transferee hereby accepts, assumes, and agrees to be bound by and to perform all Assumed Obligations and Transferee agrees, for itself and its successors and assigns, to indemnify and hold Transferor harmless from and against any and all liability, loss, claims, damages or expenses of any nature or kind for any failure of the Transferee to perform any of its obligations under the Assumed Obligations.

4. Retained Obligations. The Retained Obligations shall remain the responsibility of and shall be retained, paid and performed by Transferor. The "Retained Obligations" shall mean the unrecorded Liabilities and any other Liabilities of Transferor, in each case, other than the Assumed Obligations.

5. Post-Closing Payments. To the extent Transferor receives payments following the effective date of the transactions contemplated hereby which represent payments which should have been made to the Transferee in accordance with the terms hereof, including payments of accounts receivable assigned to the Transferee hereunder, Transferor shall promptly remit those payments to Transferee.

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

6. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of California without reference to its principles of conflicts of law.

7. Transferor and Transferee shall take such further actions and execute such other documents as may be necessary or appropriate to implement the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Contribution Agreement as of the date first above written.

TRANSFEROR:

AMERICAN DE ROSA LAMPARTS, INC.,
a California corporation

By: 

Name: Ronald S. Bauer

Its: President

TRANSFeree:

AMERICAN DE ROSA LAMPARTS, LLC,
a Delaware limited liability company

By: American De Rosa Lamparts, Inc., its
sole member

By: 

Name: Ronald S. Bauer

Its: President

SCHEDULE 1
TRANSFERRED ASSETS

SCHEDULE 1(c)

Leases for Real Property

- Lease of Property dated November 1, 2005 by and between Union Pacific Railroad Company, as lessor, and Seller, as lessee, for the Premises (as defined therein) in the City of Commerce, California.
- Lease dated January 1, 2001 by and between Ronald S. Bauer, as Trustee of the Ronald S. Bauer Living Trust dated January 11, 1999, and Seller, as lessee, for the premises located at 1935-1945 Tubeway Avenue, Commerce, California 90040.
- Lease dated January 1, 2005 by and between CRP Holdings B, LP, as lessor, and Seller, as lessee, for the premises located at 6502 Flotilla Street, Los Angeles, California 90040.
- Lease Date February 26, 2002 by and between Duke Realty Limited Partnership, an Indiana limited partnership, as lessor, and Seller, as lessee, for the premises located at 4745 Oak Fair Boulevard, Tampa, Florida, 33610.
- Agreement of Lease dated April 25, 2005 by and between Rep A 7 LLC, a Delaware limited liability company, as lessor, and Seller, as lessee, for the premises located at 600 Old Willets Path, Hauppauge, New York.

SCHEDULE 1(f)

U.S. Patent Number	Date of Issue	Title of Patent	Status
4,854,896	8/8/1989	Heavy Duty Lamp Socket	Expired
4,582,445	4/15/1986	Quick Release Locking Articulated Joint	Expired
4,453,204	6/5/1984	Support Assembly For Lamp Swing Arm	Expired
4,726,552	2/23/1988	Lamp Swivel	Abandoned/Expired
4,842,231	6/27/1989	Adjustable Friction Mounting for Lamps	Abandoned/Expired
4,880,193	11/14/1989	Less than 360 Degree Lamp Swivel	Abandoned/Expired

SCHEDULE 1(g)

Registered Trademark

Trademark	Serial Number	Registration Number	Registration Date
SUNSET LIGHTING AND FANS	76480511	2990943	September 6, 2005

Copyrights

The unregistered copyright in a catalog entitled "The Catalog No. 18-94."

Domain Names

- americanderosa.com
- iwlighting.com
- lamparts.com
- centurysalesmfg.com
- sunsetlightingandfans.com

Trade Names

- American De Rosa Lamparts, Inc.
- Century Brass Manufacturing
- Century Sales & Marketing
- IW Industries Lamp & Lighting Parts
- Sunset Lighting and Fans
- Permalite
- Crystal Imports
- americanderosa.com
- americanderosalamparts.com
- iwlighting.com

- lamparts.com
- centurysalesmfg.com
- sunsetlightingandfans.com

SCHEDULE 1(h)

Contracts

- Intrix End-User Software Acknowledgement Agreement dated April 10, 1991 by and between Intrix Systems Group, Inc. and Seller, as amended by that certain Amendment to Appendix C dated April 10, 1991.
- End-User Software License Agreement dated April 5, 1991 by and between Royal 4 Systems and Seller.
- Royal 4 Systems Sales Agreement dated March 17, 1997 by and between Royal 4 Systems and Seller.
- Proposal for EDI Application Implementation dated June 4, 2001 by and between Royal 4 Systems and Seller.

Commercial Insurance Policies

Policy Type	Insurer (Policy Number)
Comprehensive Insurance Package Policy	OneBeacon America Insurance Company (Policy No. 710-01-26-31-0000)
Workers' Compensation and Employer's Liability Policy (California)	Republic Indemnity Company of California (Policy No. 172139-01)
Workers' Compensation and Employer's Liability (NY and FL)	The Hartford (Policy No. 83 WEC GN1847)
Ocean Marine Open Cargo Policy	North Assurance Company of America (Policy No. N5 JC70399)
Crime Policy	Old Republic Surety Company (Policy No. WCB1220762)
Commercial Automobile Policy	American Economy Insurance Company (Policy No. 02-CE-142456-1)

Life Insurance Policies

Insured	Insurer	Policy #	Beneficiary
Charles Peak	Lincoln Benefit Life Insurance Company	VIFDO10460	American De Rosa Lamparts, Inc.
Myron Rosenaur	First Colony Life Insurance Company	2144816	American De Rosa Lamparts, Inc.

SCHEDULE 1(i)

Representative Agreements

- Representative Agreement, dated effective as of January 1, 2006, by and between Sonray Sales and Seller
- Representative Agreement, dated effective as of March 1, 2006, by and between Source One Sales & Marketing and Seller
- Representative Agreement, dated effective as of October 1, 1997, by and between Western Sierra Sales and Seller
- Representative Agreement, dated effective as of October 31, 2006, by and between York Sales and Service and Seller
- Representative Agreement, dated effective as of January 1, 2006, by and between Zanger Associates, INC and Seller
- Representative Agreement, dated effective as of May 1, 2006, by and between Alan Levy Sales and Seller
- Representative Agreement, dated effective as of July 1, 2003, by and between Bostrom Lighting Sales and Seller
- Representative Agreement, dated effective as of May 19, 2006, by and between G & E, Inc. DBA/California Lighting Concepts and Seller
- Representative Agreement, dated effective as of January 1, 2006, by and between CRC Sales and Seller
- Representative Agreement, dated effective as of March 6, 2003, by and between Cindy Vackar and Seller
- Representative Agreement, dated effective as of November 1, 2003, by and between Complete Lighting Sales and Seller
- Representative Agreement, dated effective as of April 1, 2006, by and between Creative Lighting Sales and Seller
- Representative Agreement, dated effective as of October 31, 2006, by and between Les Ventes Tolin Sales and Seller
- Representative Agreement, dated effective as of February 1, 2003, by and between Doug Ball Sales and Seller

- Representative Agreement, dated effective as of February 1, 2001, by and between Elmonica Sales and Seller
- Exclusive Distribution Agreement dated effective as of February 2, 2001 by and between Elmonica Sales and Seller
- Representative Agreement, dated effective as of April 1, 2006, by and between Guy Rogers Sales Inc. and Seller
- Representative Agreement, dated effective as of January 1, 2006, by and between Infinity Group LTD and Seller
- Representative Agreement, dated effective as of January 1, 2006, by and between Dark Lighting Sales and Seller
- Representative Agreement, dated effective as of April 1, 2006, by and between J.R. Roberts and Associates, INC and Seller
- Representative Agreement, dated effective as of January 1, 2006, by and between J Walters Sales and Seller
- Representative Agreement, dated effective as of May 1, 2006, by and between J Leonard and Associates and Seller
- Representative Agreement, dated effective as of May 18, 2005, by and between JPR Sales and Seller
- Representative Agreement, dated effective as of July 1, 2003, by and between Morrison & Associates and Seller
- Representative Agreement, dated effective as of March 1, 2006, by and between Northwest Lighting and Seller
- Representative Agreement, dated effective as of May 1, 2006, by and between Pelto Associates, INC and Seller
- Representative Agreement, dated effective as of February 1, 2004, by and between Langdon Sales and Seller
- Representative Agreement, dated effective as of April 1, 2006, by and between Larry Schultz & Associates and Seller
- Letter Agreement dated effective as of December 11, 2006, by and between Lighting One and Seller

- Representative Agreement, dated effective as of April 1, 2006, by and between Lighting Vision and Seller
- Representative Agreement, dated effective as of June 21, 2006 by and between MC Sales and Seller
- Representative Agreement, dated effective as of March 6, 2003, by and between Tex Verde Sales and Seller
- Representative Agreement, dated effective as of August 1, 2006, by and between The Blue Sky Agency and Seller
- Representative Agreement, dated effective as of November 1, 2006, by and between Alco Sales and Century Brass MFG (hereinafter referred to as "Century Brass")
- Representative Agreement, dated effective as of September 18, 2006 , by and between D.C Marketing and Century Brass
- Representative Agreement, dated effective as of November 1, 2006, by and between Debsco Mfg Reps and Century Brass
- Representative Agreement, dated effective as of November 1, 2006, by and between Production Products and Century Brass
- Representative Agreement, dated effective as of September 18, 2006, by and between Barrow Sales and Century Brass
- Representative Agreement, dated effective as of June 1, 2006, by and between Associated Component Sales, Inc. and Seller
- Representative Agreement, dated effective as of July 16, 2003, by and between Alan Levy Sales and IW Industries Lamp & Lighting (hereinafter referred to as "IW Industries")
- Representative Agreement, dated effective as of July 16, 2003, by and between Les Ventes Tolin Sales and IW Industries
- Representative Agreement, dated effective as of July 30, 2003, by and between JLH Sales and IW Industries
- Representative Agreement, dated effective as of March 1, 2006, by and between Marco Lighting and IW Industries
- Representative Agreement, dated effective as of April 1, 2006, by and between Sonray Sales and IW Industries

- Representative Agreement, dated effective as of March 1, 2006, by and between J. Walter Sales and IW Industries

SCHEDULE 1(i)

Employee Benefit Plans

- As set forth in the American De-Rosa Lamparts, Inc. Employee Handbook – Florida Employees as in effect from time to time;
- As set forth in the American De-Rosa Lamparts, Inc. Employee Handbook – New York Employees as in effect from time to time;
- As set forth in the American De-Rosa Lamparts, Inc. Employee Handbook as in effect from time to time;
- As set forth in the ADL International Ltd. Employee Handbook as in effect from time to time;
- American De-Rosa Lamparts, Inc. 401(k) Retirement Plan;
- The following medical insurance plans:
 - (a) Blue Cross of California BC Life & Health, Policy Numbers 153528H001, 153528H007, 153528M001 and 153528M004.
 - (b) Kaiser Permanente, Policy Number 000225896-1000
 - (c) Blue Cross of California, Summary No: 664557 (Blue Cross Saver SelectHMO, Blue Cross SelectHMO, Blue Cross Premier SelectHMO)
 - (d) Blue Cross of California BC Life & Health, Policy Number 153528M004
- The following dental insurance plan:
 - (a) LIAHealth Alliance, Policy Number LIA05510

SCHEDULE 1(j)

Business Permits

- Business License Certificate issued by City of Commerce, CA (Business License Number 263393, Effective January 8, 2007, Expires December 31, 2007)
- Business License Certificate issued by City of Commerce, CA (Business License Number 263394, Effective January 9, 2007, Expires December 31, 2007)
- California Use Fuel Tax Permit issued by the California State Board of Equalization (Account Number FR AA 11-796782)
- Seller's Permit issued by the California State Board of Equalization (Account Number 1/1/1988 SR AA 11-770438)
- Certificate of Authority issued by the New York State Department of Taxation and Finance (Identification Number 954165835, Validated January 10, 2007)
- 2007 Florida Annual Resale Certificate for Sales Tax issued by the Florida Department of Revenue (Certificate Number 39-8012249141-0)
- Fictitious Business Name Statement (File Number 03-1551227) for the fictitious names: 1. Century Brass Manufacturing, 2. Prolite, and 3. Crystal Imports.
- Fictitious Business Name Statement (File Number 03-2088017) for the fictitious name: IW Industries Lamp and Lighting Parts
- Fictitious Business Name Statement (File Number 06-1859294) for the fictitious name: Century Sales and Manufacturing

SCHEDULE 2
RETAINED ASSETS

Assets Not Transferred To Transferee

- The container (and all of the contents thereof) which is now located on the premises located at 6502 Flotilla Street, Los Angeles, California 90040.
- 4 Los Angeles Dodgers Season Tickets.
- The desk, chair and credenza located in the personal office of Ronald S. Bauer.
- Personal affects of Ronald S. Bauer used to decorate Mr. Bauer's office, including the following: 5 bear pictures and various additional pictures and statues.
- Three filing cabinets (and the contents thereof) located on the Tubeway premises containing documents and records of Ronald S. Bauer.
- A cabinet located on the Tubeway premises belonging to the wife of Ronald S. Bauer.