

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LUXO AS | | 10/02/2003 | CORPORATION: NORWAY |
| RECEIVING PARTY DATA | | | |
| Name: | Advantus Corp. | | |
| Street Address: | 12276 San Jose Blvd. | | |
| Internal Address: | Building 618 | | |
| City: | Jacksonville | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32223 | | |
| Entity Type: | CORPORATION: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 73101349 | LEDU | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (904)482-0099 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 904.482.0091 ext. 82 | | |
| Email: | kmetzger@advantus.com | | |
| Correspondent Name: | Keith Metzger | | |
| Address Line 1: | 12276 San Jose Blvd. | | |
| Address Line 2: | Building 618 | | |
| Address Line 4: | Jacksonville, FLORIDA 32223 | | |
| NAME OF SUBMITTER: | Keith Metzger | | |
| Signature: | /Keith Metzger/ | | |
| Date: | 03/26/2008 | | |

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Total Attachments: 20

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made as of the 2nd day of October, 2003, by and between Advantus, Corp., a Florida corporation (the "Buyer") and Luxo Corporation, a New York corporation (the "Seller").

RECITALS

The Seller is engaged in the marketing, sale and distribution of lighting products. One of the Seller's product lines is the "Ledu" product line, which is principally sold through the office products catalogs (the "Ledu Business"). The Seller wishes to sell and the Buyer wishes to purchase certain assets, and assume certain liabilities, of the Ledu Business for the consideration and on the terms set forth in this Agreement. The principal place of business for the Ledu Business is located at the same address as the address for notices to the Seller set forth in the notice section of this Agreement.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. SALE AND TRANSFER OF ASSETS.

1.1 Assets. The term "Assets" means the assets of the Ledu Business set forth on **Schedule 1.1** to this Agreement. The term Assets includes without limitation the customer and vendor/supplier relationships, the 2003 and 2004 office products catalog program contracts (the "Catalog Contracts"), inventory and the goodwill of the Ledu Business. At the Closing (as defined below), the Seller will sell and transfer to the Buyer, free and clear of all Liens (as defined below), the Assets and the Buyer will purchase the Assets from the Seller.

1.2 Purchase Price and Liabilities.

(a) Purchase Price. The purchase price ("Purchase Price") payable by the Buyer to the Seller for the Assets and for the other covenants of the Seller herein shall be determined based on as follows: At Closing, the inventory that are Assets shall be valued as described on **Schedule 1.2**, the sum of which shall be the Purchase Price. The parties acknowledge that no additional purchase price is being paid for any other Assets, including goodwill. Subject to the terms and conditions of this Agreement, the Purchase Price is payable at Closing.

(b) Assumed Liabilities. The Buyer agrees to assume the Assumed Liabilities and is not assuming any other Liabilities. The term "Assumed Liabilities" shall mean only the Open Purchase Orders (as defined on **Exhibit B**, which is the "Assumed Liabilities Exhibit") and Future Catalog Liabilities (as defined on the Assumed Liabilities Exhibit).

All Liabilities that are not "Assumed Liabilities" are Excluded Liabilities. The term "Assumed Liabilities" does not include the following, all of which are Excluded Liabilities: (i) any obligations to the shareholders of the Seller and other affiliates of the Seller; (ii) any Liability resulting from, arising out of, relating to, in the nature or, or caused by any breach of contract, breach of warranty, tort, infringement or violation of law arising prior to the Closing or attributable to products sold by Seller prior to Closing, (iii) all Liabilities to employees or others for employment benefits or other Liabilities to employees or to

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employees or others under any employee plan or collective bargaining agreement, (iv) all Liability for Taxes (as defined below) for the Ledu Business arising prior to the Closing, and (v) all Liability to indemnify any individual or entity except for indemnification obligations that are Future Catalog Liabilities..

(c) Excluded Liabilities. With the exception of the Assumed Liabilities, the Seller hereby agrees to pay and perform when due all of the Seller's obligations and liabilities, whether known or unknown, fixed or contingent, liquidated or unliquidated and secured or unsecured, whether arising prior to or at the Closing (as defined below), whether or not related to the Ledu Business and whether or not disclosed to the Buyer, all of which are Excluded Liabilities. After notifying the Seller of any Excluded Liability, to the extent that (i) the Buyer is required to pay and does pay the Excluded Liability or (ii) that the Excluded Liability is deducted from an amount owing to the Buyer (e.g., a customer reduces the amount that it pays to the Buyer) , then the Seller shall reimburse the Buyer for such payment pursuant to Section 5.2 hereof.

(d) Liability. "Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute, fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, secured or unsecured, and whether due or to become due), including any liability for Taxes or for customer rebate, discount and similar programs.

1.3 Closing. Subject to the terms and conditions of this Agreement, the purchase and sale (the "Closing") provided for in this Agreement shall be held simultaneously with the execution of this Agreement by the parties on October 2, 2003.

1.4 Closing Documents for Closing. The Buyer and the Seller shall execute (where applicable) the following documents and take the following actions at the Closing:

(a) The Seller shall deliver to the Buyer:

(i) A Bill of Sale for the Assets executed by the Seller, in the form of **Exhibit A**;

(ii) An Assignment and Assumption Agreement for the Assumed Liabilities, executed by the Seller, in the form of **Exhibit D** (the "Assignment and Assumption Agreement");

(iii) The Trademark License Agreement, executed by the Seller, in the form of **Exhibit E**, (the "License Agreement");

(iv) A certificate executed by the President or a Vice President of the Seller certifying that such officer has the power and authority to enter into on behalf of the Seller this Agreement and the other documents to be executed by the Seller pursuant hereto, and to bind the Seller hereto and thereto and that the representations and warranties of the Seller are true and correct in all material respects and that the agreements and covenants of the Seller have been complied with in all material respects;

(v) A certified copy of the resolutions of the Board of Directors of the Seller providing authority for the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and

(iv) Such other documents executed by the Seller as may be reasonably requested by the Buyer.

(b) The Buyer shall deliver to the Seller:

(i) The Purchase Price via wire transfer to an account provided by the Seller in advance of the Closing;

(ii) The Assignment and Assumption Agreement, executed by the Buyer;

(iii) The License Agreement, executed by the Buyer;

(iv) A certificate executed by the President or a Vice President of the Buyer certifying that such officer has the power and authority to enter into on behalf of the Buyer this Agreement and the other documents to be executed by the Buyer pursuant hereto, and to bind the Buyer hereto and thereto and that the representations and warranties of the Buyer are true and correct in all material respects and that the agreements and covenants of the Buyer have been complied with in all material respects;

(v) A certified copy of the resolutions of the Board of Directors of the Buyer providing authority for the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and

(vi) Such other documents executed by the Buyer as may be reasonably requested by the Seller.

1.5 Place of Closing. All transactions contemplated herein shall be consummated at the offices of the Seller in New York or at such other place as the parties may mutually determine. Notwithstanding the foregoing, upon the Closing, the Buyer shall take possession of the Ledu Business inventory at the Seller's warehouse and shall be responsible, at its sole expense, for shipping such inventory to its warehouse in Jacksonville, Florida within five (5) business days and Seller shall reasonably cooperate with the Buyer at the Seller's warehouse during that five (5) day time period for that purpose.

1.6 PRE-CLOSING COVENANTS. The Seller agrees to provide the Buyer with reasonable access to the Seller's books and records and customer information and will provide such reports and information to the Buyer as reasonably requested by the Buyer. The Seller agrees to conduct the Ledu Business in a manner that preserves it for the Buyer and to not conduct any transactions, make any commitments or take any actions outside of the "ordinary course of business". All information pertaining to the Ledu Business and customers and suppliers shall be protected by the Seller and kept as confidential, all of which shall be treated as confidential information that is being transferred to the Buyer under this Agreement.

1.7 BUYER'S CONDITIONS TO CLOSING. The Buyer's obligations under this Agreement are conditioned on the following, which may only be waived by the Buyer in writing:

(a) The Seller's representations and warranties must be true and correct in all material respects;

(b) The Seller must deliver at Closing the items the Seller agrees to deliver as provided in Paragraph 1.4(a) of this Agreement, and otherwise be in compliance with this Agreement.

1.8 The Seller's Conditions to Closing. The Seller's obligations under this Agreement are conditioned on the following, which may only be waived by the Seller in writing:

(a) The Buyer's representations and warranties must be true and correct in all material respects;

(b) The Buyer must deliver at Closing the items the Buyer agrees to deliver as provided in Paragraph 1.4(b) of this Agreement, and otherwise be in compliance with this Agreement.

1.9 Further Assurances. Following the Closing Date, at the request of the Buyer, the Seller shall deliver any further instruments of transfer and shall take all such further action as may be reasonably necessary or appropriate to vest in the Buyer good title to the Assets that were to be transferred previously and to effectuate the transactions contemplated herein.

1.10 Allocation of Purchase Price. The parties agree to allocate the entire Purchase Price to the inventory in the same manner as the Purchase Price is calculated for federal, state and municipal tax purposes and that all tax returns shall be prepared consistent therewith.

2. REPRESENTATIONS AND WARRANTIES BY THE SELLER. As an inducement to the Buyer to execute this Agreement and to enter into the transactions contemplated hereby, the Seller represents and warrants to the Buyer that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date.

2.1 Organization, Good Standing and Qualification. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and is duly qualified to do business in all states where it is required to be so qualified and has all requisite entity power and authority to carry on its business as now conducted and as proposed to be conducted. The Seller has the power and authority to execute this Agreement and all other documents contemplated herein (the "Closing Documents") to which it is or will be a party.

2.2 Binding Agreement. The Seller has duly executed and delivered this Agreement. This Agreement is, and when executed and delivered on the Closing Date each of the Closing Documents will be, the legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights and remedies generally.

2.3 Absence of Conflicting Agreements. With the exception of any necessary consents for the transfer of Catalog Contracts from the other parties to those Catalog Contracts, neither the execution or delivery of this Agreement nor the execution and delivery of any of the Closing Documents by the Seller, nor the performance by the Seller of the transactions contemplated hereby and thereby, conflicts with, or constitutes a breach of or a default under: (i) the Articles of Incorporation or the Bylaws of the Seller; (ii) any applicable law, rule, judgment, order, writ, injunction or decree of any court; (iii) any applicable rule or regulation of any administrative agency or other governmental authority; or (iv) any agreement, lease, indenture, instrument or contract to which the Seller is now a party or is bound.

2.4 Consents. With the exception of any necessary consents for the transfer of Catalog Contracts from the other parties to those Catalog Contracts, no license, consent or approval of any person is required for the Seller's execution and delivery of this Agreement or the Closing Documents or for the consummation by the Seller of the transactions contemplated hereby or thereby.

2.5 Financial Information. Attached hereto as **Schedule 2.5** is the following financial information of the Ledu Business (the "Ledu Financial Information"):

- (i) the year 2002 sales of Ledu Products broken down on a customer by customer basis;
- (ii) the January through August 2003 sales of Ledu Products broken down on a customer by customer basis; and
- (iii) Purchasing report for the Ledu Business showing landed unit cost, average monthly supply and inventory on hand as of August 23, 2003.

The Ledu Financial Information for the periods in question or the dates in question, as applicable, sets forth the information for the Ledu Business relating to sales, discounts, programs, cost, and margins. The Ledu Financial Information is correct, complete and accurate in all material respects.

2.6 No Finders or Brokers. Except for an agent or broker that Seller is responsible for paying (without reimbursement by Buyer), no agent, broker or other person acting pursuant to the Seller's authority or the Seller's authority is entitled to make any rightful or legitimate claim against the Buyer or the Seller for any commission or finder's fee in connection with the transactions contemplated by this Agreement.

2.7 Compliance with Laws; Permits. The Seller has operated the Ledu Business in material compliance with all applicable federal, state, local or other governmental laws or ordinances, and all applicable orders, rules and regulations of federal, state, local or other governmental agencies.

2.8 Litigation and Insurance. There are no actions, lawsuits or proceedings pending against the Seller. There are no actions, lawsuits or proceedings, to the best of the Seller's knowledge, threatened against the Seller in law or in equity. The Seller maintains general liability insurance on an occurrence basis, which shall remain in effect through and after the Closing Date.

2.9 Title to Assets. The Seller has good and valid title to all of the Assets, free and clear of any mortgage, pledge, lien, encumbrance, charge, claim, title retention agreement or other security interest or arrangement (collectively, "Liens") and the Assets are being transferred to the Buyer free and clear of any Liens.

2.10 Omitted.

2.11 Inventory. Other than as set forth in this Agreement, the Seller does not make any representation or warranty with respect to the condition of the Ledu Business inventory. The Ledu Business inventory shall be transferred to the Buyer pursuant to this Agreement in its present condition, "AS IS" and without any warranty, express or implied as to its physical condition; except that to the best of Seller's knowledge, the Ledu Business inventory is not defective. The inventory will comply with and the Seller is responsible for causing the inventory valuation to comply with the criteria in **Schedule 1.2** to this Agreement for determining the Purchase Price and confirming that criteria has been satisfied. At Closing, the Seller will not be in possession of any Ledu Business inventory not owned by the Seller, including goods already sold. All inventories at Closing shall have been purchased in the ordinary course of business of the Seller.

2.12 Relationships. There is no material dispute or controversy existing between the Seller or the Ledu Business and any of its Ledu Business customers with respect to any product or service sold or furnished by the Seller and no material customer has indicated that it intends to discontinue or materially decrease its purchases; and there is no material dispute or controversy existing between the Seller and any supplier or other contractor.

2.13 Absence of Certain Events. Since December 31, 2002, with respect to the Ledu Business, the Seller has not:

(a) sold, assigned, or transferred any of the Assets of the Ledu Business except in the ordinary course of business consistent with past practice;

(b) suffered any damage, destruction or loss, whether or not covered by insurance, or suffered any repeated, recurring or prolonged shortage, cessation or interruption of delivery of supplies or utility services required to conduct the Ledu Business, or suffered any change in its financial condition or in the nature of its Ledu Business or operations which has had or might have a materially adverse effect on the operations, Assets or properties of the Seller, taken as a whole, or its Ledu Business;

(c) entered into any transaction with respect to the Ledu Business other than in the ordinary course of business consistent with past practices.

2.14 Environmental Matters. With respect to the Ledu Business, the Seller has complied with all applicable governmental laws, regulations, policies and other requirements relating to the environment or human health or safety ("Environmental Laws") in all material respects and there is no current or potential liability with respect thereto or with respect to any other claim by individuals or entities relating to Environmental Laws.

2.15 Employee Benefits. The Employee Plans are Excluded Liabilities. "Employee Plans" shall mean all "employee benefit plans" as defined by Section 3(3) of the Employee Retirement Income Security Act of 1974 (and any sections of the Internal Revenue Code amended by it) and all regulations promulgated thereunder, as the same have from time to time been amended, all specified fringe benefit plans as defined in Section 6039D of the Code, and all other bonus, incentive-compensation, deferred-compensation, profit-sharing, stock-option, stock-appreciation-right, stock-bonus, stock-purchase, employee-stock-ownership, savings, severance, change-in-control, supplemental-unemployment, layoff, salary-continuation, retirement, pension, health, life-insurance, disability, accident, group-insurance, vacation, holiday, sick-leave, fringe-benefit or welfare plan, and any other employee compensation or benefit plan, agreement, policy, practice, commitment, contract or understanding (whether qualified or nonqualified, currently effective or terminated, written or unwritten) and any trust, escrow or other agreement related thereto that (i) is maintained or contributed to by the Seller or any affiliate or has been maintained or contributed to in the last six (6) years by the Seller or any affiliate, or with respect to which the Seller or any affiliate has or may have any liability, and (ii) provides benefits, or describes policies or procedures applicable to any current or former director, officer, employee or service provider of the Seller or any affiliate, or the dependents of any thereof, regardless of how (or whether) liabilities for the provision of benefits are accrued or assets are acquired or dedicated with respect to the funding thereof.

2.16 Taxes. All Taxes and Tax Returns relating to the Ledu Business that are attributable to the period of time prior to and through the Closing are Excluded Liabilities.

The term "Tax" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, property, environmental, vehicle or other title or registration, capital stock, franchise, employee's income withholding, foreign or domestic withholding, real property, personal property, sales, use, transfer, value added and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever, and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any small governmental body, whether a nation, state, county or other government official of any of the foregoing.

The term "Return" means any return (including any information return), report, statement, schedule, notice, form, declaration, claim for refund or other document or information that is required to be filed with or submitted in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration or enforcement of or compliance with any Tax.

2.17 Litigation. With respect to the Ledu Products the Seller (i) is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge nor (ii) to the Seller's knowledge is threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator.

2.18 Product Warranty. Except as set forth on **Schedule 2.18**, each Ledu Product manufactured, sold, or delivered by the Seller has been in conformity with all material contractual commitments and all applicable express and implied warranties, and the Seller does not have any Liability (and to the Seller's knowledge there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against the Seller giving rise to any Liability) for replacement or repair thereof or other damages in connection therewith.

2.19 Rebates and Discounts. **Exhibit C** sets forth a true, accurate and complete description of all rebates, discounts and similar programs (whether in the form of credits or otherwise) and whether set forth in Catalog Contracts or otherwise, which are offered at present and/or within the last two (2) years by the Seller (the "Programs") to individuals or entities who purchased, leased or otherwise acquired Ledu Products from the Seller ("Ledu Customers"). Attached to **Exhibit C** are true, accurate and complete copies of the agreements with Ledu Customers pertaining to such rebates, discounts and similar programs. All Liability for the Programs relating to Ledu Products sold prior to the Closing are Excluded Liabilities. The outstanding liability under the Programs for sales through September 30, 2003 is approximately \$100,000.

2.20 Product Liability and Product Returns. Except as set forth on **Schedule 2.20**, the Seller does not have any Liability (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any Liability) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any Ledu Product manufactured, sold, leased, or delivered by the Seller. The Seller does not have any Liability under any arrangement, contract, program or otherwise for product returns that has not been properly reserved for on **Exhibit C**. Except as set forth on **Schedule 2.20**, the Seller has not received any notice of, and to the knowledge of the Seller and the officers of the Seller there are not, any pending, threatened or potential return by any customer or other individual or entity which purchased, leased or otherwise acquired from the Seller any Ledu Products. All Liability for product returns or defective products for products sold by the Seller prior to Closing are Excluded Liabilities.

2.22 Disclosure. No representation or warranty by the Seller in this Agreement (including the schedules and the exhibits attached hereto), or information in any certificate or schedule furnished or to be furnished to the Buyer pursuant hereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

3. REPRESENTATIONS AND WARRANTIES BY THE BUYER. As an inducement to the Seller to execute this Agreement and to enter into the transactions contemplated hereby the Buyer represents and warrants to the Seller that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date.

3.1 Organization, Good Standing and Qualification. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. The Buyer has the power and authority to execute this Agreement and all other Closing Documents to which it is or will be a party.

3.2 Binding Agreement. The Buyer has duly executed and delivered this Agreement. This Agreement is, and when executed and delivered on the Closing Date each of the Closing Documents will be, the legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms, except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights and remedies generally.

3.3 Absence of Conflicting Agreements. Neither the execution or delivery of this Agreement, nor the execution and delivery of any of the Closing Documents, by the Buyer, nor the performance by the Buyer of the transactions contemplated hereby and thereby, conflicts with or constitutes a breach of or a default under: (i) the Articles of Incorporation or Bylaws of the Buyer; (ii) any applicable law, rule, judgment, order, writ, injunction or decree of any court; (iii) any applicable rule or regulation of any administrative agency or other governmental authority; or (iv) any agreement, lease, indenture, instrument or contract to which the Buyer is now a party or is bound.

3.4 Consents. No license, consent or approval of any person is required for the Buyer's execution and delivery of this Agreement or the Closing Documents or for the consummation by the Buyer of the transactions contemplated hereby or thereby.

3.5 No Finders or Brokers. No agent, broker or other person acting pursuant to the Buyer's authority is entitled to make any rightful or legitimate claim against the Buyer or the Seller for any commission or finder's fee in connection with the transactions contemplated by this Agreement.

4. OBLIGATIONS OF PARTIES AFTER CLOSING.

(a) After the Closing, the Seller will provide to the Buyer access to the business records of the Seller that specifically relate to the Ledu Business as reasonably requested by the Buyer and the Buyer may make copies of same.

(b) It is agreed that the Buyer has no obligation to hire any employees of the Seller;

(c) The Seller will be responsible for Excluded Liabilities and the Buyer will be responsible for Assumed Liabilities.

(d) If any of the Catalog Contracts are not assignable and the other party does not consent to the assignment, then the parties will cooperate to achieve the same economic effect as if the contract had been assigned in accordance with this Agreement.

5. SURVIVAL; INDEMNIFICATION.

5.1 Survival of Representations and Warranties. All representations and warranties contained in this Agreement shall survive the Closing Date and the consummation of the transactions contemplated herein for a period of one (1) year from the Closing Date, except that the representations and warranties set forth in Sections 2.1, 2.2 and 2.9 shall survive indefinitely (the "Survival Period"). Notwithstanding any right of the Buyer to fully investigate the affairs of the Seller relating to the Ledu Business and notwithstanding any knowledge of facts determined or determinable by the Buyer pursuant to such investigation or right of investigation, the Buyer has the right to rely fully upon the representations, warranties, covenants and agreements of the Seller contained in this Agreement. If a claim is made during the applicable Survival Period with respect to a representation or warranty, then that claim shall survive the Survival Period and be subject to indemnification.

5.2 Indemnification Rights and Obligations.

(a) The Seller hereby agrees to indemnify the Buyer fully and hold the Buyer and any assignees of the Buyer (collectively, the "Indemnified Buyers") harmless for, and will pay to the Indemnified Buyers the amount of, any loss, liability, claim, damage or expense, including, without limitation, the reasonable costs of any attorneys' or accountants' fees related thereto, whether or not involving a third-party claim (collectively "Damages"), arising directly or indirectly from:

- (i) any breach or inaccuracy of any representation or warranty made by the Seller in this Agreement or any certificate or agreement delivered pursuant hereto; or
- (ii) the failure of any of the Seller to comply with any covenants or agreements made by the Seller in this Agreement;
- (iii) Any Excluded Liabilities; or
- (iv) Any Liability arising out of or attributable to the Ledu Business prior to Closing or the sale of Ledu Products by the Seller.

(b) The Buyer hereby agrees to indemnify the Seller fully and hold the Seller and any assignee of the Seller (the "Indemnified Sellers") harmless for, and will pay to the Indemnified Seller the amount of any Damages arising, directly or indirectly, from or in connection with:

- (i) any breach or inaccuracy of any representation or warranty made by the Buyer in this Agreement or any certificate or agreement delivered pursuant hereto; or
- (ii) the failure of the Buyer to comply with any covenants or agreements made by the Buyer in this Agreement;
- (iii) Any Assumed Liabilities;
- (iv) Any Liability arising out of the sale by the Buyer of the Ledu Products after the Closing (except for any defects in the inventory being purchased under this Agreement).; or

(v) Any Liability arising from the Assets after the Closing.

(c) If the Indemnified Buyers or the Indemnified Sellers (the "Indemnitee") receives notice of any third party claim or the commencement of any action or proceeding by a third party (a "Third Party Claim") with respect to which any other party (or parties) is obligated to provide indemnification (the "Indemnifying Party") pursuant to Section 5.2, the Indemnitee shall promptly give the Indemnifying Party notice thereof, provided that the failure to notify the Indemnifying Party of the assertion of the the Third Party Claim will not relieve the Indemnifying Party of any liability it may have to the Indemnitee, except to the extent that the Indemnitee demonstrates that the defense of the Third Party Claim is prejudiced by the Indemnitee's failure to give such notice. The Indemnifying Party may elect to compromise or defend, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel (which counsel shall also serve as counsel to the Indemnitee unless there is a conflict of interest or Indemnifying Party does not , in which case Indemnifying Party shall be responsible for reasonable attorney fees of Indemnitee's counsel), any such matter involving the asserted liability of the Indemnitee. If the Indemnifying Party elects to compromise or defend such asserted liability, it shall within thirty (30) days (or sooner, if the nature of the asserted liability so requires) notify the Indemnitee of its intent to do so, and the Indemnitee shall reasonably cooperate (without the obligation to waive any rights or make any concessions), at the expense of the Indemnifying Party, in the compromise of, or defense against, any such asserted liability. (In such case the Indemnitee may participate, at its own expense, in such defense.) If the Indemnifying Party elects not to compromise or defend against the asserted liability, or fails to notify the Indemnitee of its election as herein provided, the Indemnitee may at the Indemnifying Party's expense, pay, compromise or defend such asserted liability. Notwithstanding the foregoing, neither the Indemnifying Party nor the Indemnitee may settle or compromise any claim over the objection of the other; provided, however, that consent to settlement or compromise shall not be unreasonably withheld. If the Indemnifying Person assumes the defense of a Third-Party Claim, (i) such assumption will conclusively establish for purposes of this Agreement that the claims made in that Third-Party Claim are within the scope of and subject to indemnification, and (ii) no compromise or settlement of such Third-Party Claims may be effected by the Indemnifying Party without the Indemnitee's consent unless (A) there is no finding or admission of any violation of any law or governmental regulation or any violation of the rights of any Person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying person or entity; and (C) the Indemnitee Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent. If notice is given to an Indemnifying Party of the assertion of any Third-Party Claim and the Indemnifying Party does not, within ten (10) days after the Indemnitee's notice is given, give notice to the Indemnitee of its election to assume the defense of such Third-Party Claim, the Indemnifying Party will be bound by any determination made in such Third-Party Claim or any compromise or settlement effected by the Indemnitee.

(d) Anything in this Agreement to the contrary notwithstanding, the maximum aggregate liability of the Seller or the Buyer for any Damages or other claims brought in respect of the representations or warranties in Section 2 or Section 3 of this Agreement shall be the sum of the Purchase Price plus \$300,000. The Seller shall have no liability for any Damages until the aggregate amount of Damages subject to indemnification shall aggregate \$25,000, at which point it shall be liable for and thereafter only to the extent of the excess over that amount; provided, however, that the Seller shall indemnify the Buyer from the first dollar of any Damages in respect of any Excluded Liabilities, the breach of any of Sections 2.1, 2.2, 2.5, 2.9 or 2.19, which Damages shall not be included in calculating the \$25,000 threshold for purposes of determining indemnification obligations in respect of other Damages.

(e) The amount of any Damages incurred or suffered by an Indemnified Party shall be calculated after giving effect to any proceeds or recoveries obtained by the Indemnified Party from any other third party. If any such proceeds or recoveries are received by an Indemnified Party with respect to any Damages after the Indemnified Party has received the benefit of any indemnification hereunder with respect thereto, the Indemnified Party shall pay to the Indemnifying Party the amount of such proceeds or recoveries (up to the amount of the Indemnifying Party's payment).

(f) The remedies set forth in this Section 5.2 shall be the sole remedy for any claims that may be brought by any Indemnified Buyers or Indemnified Sellers for any Damages or other claims brought in respect of this Agreement or the transactions contemplated hereby, howsoever denominated; with the exception of equitable relief.

6. NON-COMPETITION, NON-SOLICITATION AND NON-DISPARAGEMENT.

(a) Non-competition. For a period of two (2) years after the date of this Agreement the Seller shall not, anywhere in the United States, directly or indirectly (except on behalf of the Buyer) for itself, or through any Person in which it invests in, owns, manages, operates, finances, or controls, sell any lighting products that directly compete with the Ledu Products through any of the Catalog Companies (as defined below) ("Competing Business"). The term Catalog Companies means any of the entities or their successors in interest that are parties to the Catalog Contracts (as defined on **Exhibit B**) and their affiliates. The term "Ledu Products" means any products that are or have been advertised, marketed or sold as part of the Ledu Business.

(b) Non-Solicitation. For a period of two (2) years after the Closing Date, the Seller shall not, directly or indirectly hire, retain or attempt to hire or retain any employee of the Buyer or in any way interfere with the relationship between the Buyer and any of its employees.

(c) Non-disparagement. After the Closing Date, each party will not disparage the other party or any of its shareholders, directors, officers, employees or agents.

(d) Modification of Covenant. If a final judgment of a court or tribunal of competent jurisdiction determines that any term or provision contained in this Section is invalid or unenforceable, then the parties agree that the court or tribunal will have the power to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Section will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. This Section is reasonable and necessary to protect and preserve the Buyer's legitimate business interests and the value of the Assets and to prevent any unfair advantage conferred on the Seller.

7. CUSTOMER AND OTHER BUSINESS RELATIONSHIPS. For a period of six (6) months after the Closing (the "Transition Period"), the Seller shall take commercially reasonable steps, at its sole expense, to cooperate with the Buyer in its efforts to continue and maintain those business relationships of the Seller existing prior to the Closing and relating to the Ledu Business to be operated by the Buyer after the Closing, including relationships with customers, suppliers and others. During the Transition Period, the Seller will refer to the Buyer all inquiries relating to the Ledu Business and will make personnel available and instruct them to reasonably cooperate in answering the Buyer's questions regarding the Ledu Business and the Ledu Products. Furthermore, the Seller shall satisfy any Excluded

Liabilities owing to the Catalog Companies In a manner that is not harmful to the relationships with the Catalog Companies.

8. MISCELLANEOUS.

8.1 Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given or delivered by personal delivery, facsimile transmission, overnight courier, or if mailed by certified mail, return receipt requested, postage prepaid at the address set forth below. Each party may change its address for notices by giving notice thereof in accordance with this section.

To the Seller at:

Luxo Corporation
Attn: Mikkel Sandvik
200 Clearbrook Road
Elmsford, New York 10523

With a copy to:
Vincent Kiernan, Esq.
Edwards & Angell, LLP
Three Stamford Plaza
301 Tresser Blvd.

Stamford, CT 06901

To the Buyer at:

Advantus, Corp.
Attn: Mr. Peter Levy
12276 San Jose Boulevard
Suite 115
Jacksonville, FL 32223

With a copy to:

Holland & Knight LLP
Attention: Barry C. Averitt, Esq.
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

8.2 New York Law, Jurisdiction, Venue and Service of Process. This Agreement shall be governed by, interpreted, and enforced in accordance with New York Law without giving effect to the principles of conflicts of laws thereof. The parties agree that the courts of the State of New York and the federal courts of the United States located in the State of New York shall have sole and exclusive jurisdiction over any dispute, claim or controversy which may arise involving this Agreement or its subject matter. The parties waive any defense of lack of personal jurisdiction that any of them may have

otherwise had to an action brought in New York. The parties agree that exclusive venue shall lie in Westchester County, New York or the White Plains, New York division of the United States District Court for the Southern District of New York. The parties irrevocably submit and consent to the above jurisdiction and venue and waive any right they may have to bring or maintain an action in any other jurisdiction or venue or seek any change of jurisdiction or venue. The parties agree that service of process in any proceeding in any such court may be effected by Certified Mail at the address set forth for notices in Section 8.1 of this Agreement.

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

8.4 Independence of Covenants and Representations and Warranties. All covenants hereunder shall be given independent effect so that if a certain action or condition constitutes a default under a certain covenant, the fact that such action or condition is permitted by another covenant shall not affect the occurrence of such default, unless expressly permitted under an exception to such initial covenant. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached shall not affect the incorrectness of or a breach of a representation and warranty hereunder.

8.5 Expenses. Each party hereto shall pay all expenses incurred by it in connection with the negotiation, execution and performance of this Agreement, whether or not the transactions contemplated herein are consummated, including the fees and expenses of the counsel and accountants of each.

8.6 Transfer Taxes. Any United States or federal, state or local, sales, use, transfer, transfer gains or similar taxes payable in connection with the sale and purchase of the Assets shall be paid by the Seller.

8.7 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

8.8 Schedules and Exhibits. Any schedules and exhibits that are referenced in this Agreement as being attached to this Agreement are incorporated herein by reference.

8.9 Waiver of Jury Trial. The parties hereby agree that any controversy which may arise under this Agreement or out of the relationship established by this Agreement would involve complicated and difficult factual and legal issues and that, therefore, any action brought by the Seller against the Buyer or brought by the Buyer against the Seller, in each case whether alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

8.10 Entire Agreement; Amendment. This Agreement, and the documents to be delivered in connection therewith, and the exhibits and schedules thereto, contains the entire understanding of the parties in respect of the subject matter contained herein and supersedes all prior and contemporaneous agreements, promises, covenants, arrangements, understandings, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto; and any prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled. Furthermore this Agreement shall not be amended except by a written instrument hereafter signed by the parties hereto.


8.11 Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party.

8.12 Publicity. Neither party shall issue any press release or public announcement of any kind concerning the transactions contemplated by this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused this Agreement to be executed the day and year first above written.

“SELLER”

LUXO CORPORATION, a New York corporation

By: 
(Print Name): MIKEZ SANDVIK
Title: CHAIRMAN

“BUYER”

ADVANTUS, CORP., a Florida corporation

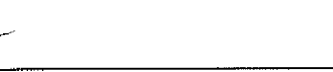
By: 
(Print Name): PETE LEW
Title: CEO

EXHIBIT "A"

Bill of Sale

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale") is made this 2nd day of October, 2003 by Luxo Corporation, a New York corporation (the "Seller"), for the benefit and in favor of Advantus, Corp., a Florida corporation (the "Buyer"), pursuant to that certain Asset Purchase Agreement, dated as of October 2nd, 2003, by and between the Buyer and the Seller (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Seller is to sell, transfer, assign and deliver to the Buyer all of the Seller's right, title and interest in, to and under the Assets as set forth in Section 1.1 of the Purchase Agreement.


NOW, THEREFORE, in consideration of the foregoing premises and for other good and value consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby agree as follows:

1. The Seller hereby grants, bargains, sells, transfers, assigns, sets over, conveys and delivers to the Buyer all of the Seller's right, title and interest, in and to the Assets.
2. The Buyer hereby acknowledges that the Seller is making no representation or warranty with respect to the Assets except as specifically set forth in the Purchase Agreement.
3. The Seller agrees to furnish to the Buyer all such resolutions, certificates, other documents and access to information as the Buyer may from time to time reasonably request to evidence, confirm and fully implement the transfer of the Assets evidenced by this Bill of Sale.
4. This Bill of Sale shall bind and inure to the benefit of the Buyer and its permitted successors and permitted assigns in accordance with the provisions of the Purchase Agreement.
5. This Bill of Sale shall be governed by the laws of the State of New York without regard to its choice of law principles.

TO HAVE AND TO HOLD all right, title and interest in and to the Assets transferred and assigned unto the Buyer and its successors and assigns, and for its and their own use and benefit forever.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale as of the day and year first above written.

LUXO CORPORATION

By: 
Name: MIKKEZ SANDVIK
Title: CHAIRMAN

ADVANTUS, CORP.


By: 
Name: PETER LEE
Title: CEO

EXHIBIT B

ASSUMED LIABILITIES

Only the following are the "Assumed Liabilities": (i) "Open Purchase Orders" as defined below. The term "Open Purchase Orders" means the obligation to pay for purchase orders for inventory for the Ledu Business that at the time of Closing have not yet been delivered and are not included in inventory, which obligation is under then outstanding purchase orders (i) the Seller entered into in the ordinary course of business; (ii) are for a quantity that does not exceed that reasonably necessary to fulfill the needs for sales for the Ledu Business for a reasonable period of time; (iii) for which the Seller does not receive any rebate or other profit incentive; (iv) for inventory the title to which is transferred to the Buyer that is physically delivered to the Buyer; and (v) in the aggregate does not exceed a maximum of \$300,000; and

(ii) "Future Catalog Liabilities" as defined below. The term "Future Catalog Liabilities" means liability under the "Catalog Contracts" (as defined below) but only with respect to future sales of Ledu Products under the Catalog Contracts, rebates for any sales by the Buyer (not sales by the Seller), and Year 2004 catalog allowances.

The term "Catalog Contracts" means the catalog contracts summarized in **Exhibit C** with the following companies:

Advantage Marketing Wholesale
Independent Stationers
United Stationers
SP Richards Co.
Corporate Express
Boise Cascade Office Products
Staples



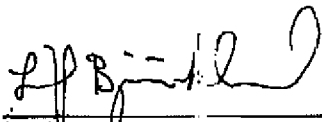
Exhibit "E"

Trademark Agreement

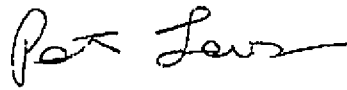
1. This agreement is entered into by Luxo ASA, Enebakkveien 117, Oslo, Norway as the Seller and Advantus Corporation, 12276 San Jose Blvd., Suite 115, Jacksonville, FL 32223 as the buyer, and regulates the sale of the ownership of the Ledu trademark for the US market. This agreement is an extension of the "Asset Purchase Agreement" entered into between Luxo Corporation, 200 Clearbrook Road, Elmsford, NY, a subsidiary of Luxo ASA, and Advantus on the 2nd of October 2003.
2. It is confirmed that Luxo ASA is the rightful owner of the Ledu brand, which is actively used in the markets that Luxo and its subsidiaries operates.
3. For the sum of one dollar and other good consideration, Luxo ASA transfers it rights and ownership to the Ledu brand specifically for the United States of America. It is specifically agreed that Advantus will not have any rights to the use of the Ledu brand in any territory outside the United States of America.
4. Advantus will grant to Luxo the right to use the Ledu brand on certain products that are sold into the industrial market segment, defined as customers that are using said products in production and assembly operation. Attached to this agreement is a schedule listing the specific products that Luxo will have to right to continue to market as Ledu products for as long as Luxo deems necessary.

Oslo, 2nd October 2003

Elmsford, 2nd October 2003



Leif Bjørklund
President
Luxo ASA



Peter Levey
Chief Operating Officer
Advantus Corp

Exhibit "E"

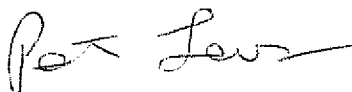
Trademark Agreement

1. This agreement is entered into by Luxo ASA, Enebakkveien 117, Oslo, Norway as the Seller and Advantus Corporation, 12276 San Jose Blvd., Suite 115, Jacksonville, FL 32223 as the buyer, and regulates the sale of the ownership of the Ledu trademark for the US market. This agreement is an extension of the "Asset Purchase Agreement" entered into between Luxo Corporation, 200 Clearbrook Road, Elmsford, NY, a subsidiary of Luxo ASA, and Advantus on the 2nd of October 2003.
2. It is confirmed that Luxo ASA is the rightful owner of the Ledu brand, which is actively used in the markets that Luxo and its subsidiaries operates.
3. For the sum of one dollar and other good consideration, Luxo ASA transfers it rights and ownership to the Ledu brand specifically for the United States of America. It is specifically agreed that Advantus will not have any rights to the use of the Ledu brand in any territory outside the United States of America.
4. Advantus will grant to Luxo the right to use the Ledu brand on certain products that are sold into the Industrial market segment, defined as customers that are using said products in production and assembly operation. Attached to this agreement is a schedule listing the specific products that Luxo will have to right to continue to market as Ledu products for as long as Luxo deems necessary.

Oslo, 2nd October 2003

Elmsford, 2nd October 2003

Leif Bjørklund
President
Luxo ASA



Peter Levey
Chief Operating Officer
Advantus Corp

ATT CHAMBERS TO ESTHERET 4

| | |
|---------|-----------------------|
| L012MB | COMBO LIGHT |
| L296BK | ECONOMY MAGNIFIER |
| L355MB | PS SERIES 34" ARM |
| L360MB | PS SERIES 19" ARM |
| L512MB | DUAL FLUORESCENT |
| L712MB | MAGNIFIER 3 DIO BLACK |
| L712WT | MAGNIFIER 3 DIO WHITE |
| L7125MB | MAGNIFIER 5 DIO BLACK |
| L712WT | MAGNIFIER 5 DIO WHITE |

RECORDED: 03/26/2008

TRADEMARK
REEL: 003746 FRAME: 0898