

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
Lumetique Inc.		07/01/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Smith Mountain Industries, Inc.		
Street Address:	1000 Dillard Drive		
City:	Forest		
State/Country:	VIRGINIA		
Postal Code:	24551		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78763638	ECOWOOD WICK	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.739.5482		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Brian P. O'Donnell		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	1111 Pennsylvania Avenue, NW, Attn.:TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066814.0001.0012		
NAME OF SUBMITTER:	Brian P. O'Donnell		
Signature:	/Brian P. O'Donnell/		
Date:	07/02/2008		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of the date last signed below ("Effective Date"), by and between Lumetique Inc., a corporation organized and existing under the laws of California and having its principal place of business at 3940 Canyon Blvd. #339, Studio City, California 91604 ("Assignor") and Smith Mountain Industries, Inc., a corporation organized and existing under the laws of Delaware having a principal place of business at 1000 Dillard Drive, Forest, Virginia 24551 ("Assignee"). Assignor and Assignee are collectively referred to throughout this Agreement as the "Parties."

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark ECOWOOD WICK used in connection with candles, candle wicks, lamp oil, perfumed candle and lamp oil, including, but not limited to, the United States federal trademark application for ECOWOOD WICK (Serial No. 78/763,638) and the goodwill developed through the use of the Mark (the "Mark");

WHEREAS, Assignee is desirous of acquiring all rights to the Mark and the application therefor and Assignor is desirous of assigning such rights to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby act and agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, all of Assignor's right, title, and interest in and to the Mark, including all common law rights in the Mark, the associated federal trademark application for the Mark, and the goodwill of the business associated with the Mark, including the right to sue for and receive all damages from past infringements of the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

2. Further Assurances. As and when requested in writing by Assignee, from time to time and for no additional consideration, Assignor shall execute and deliver or cause to be executed and delivered, such documents and instruments, and shall take or cause to be taken, such further actions as may be reasonably necessary to carry out the purposes of this Assignment.

3. Representations. Assignor represents and warrants that: (a) it has not mortgaged, pledged, or otherwise encumbered the ECOWOOD WICK Mark, or any goodwill associated with the ECOWOOD WICK Mark; (b) it has not authorized any licensees or other third parties to use the ECOWOOD WICK Mark; and (c) no litigation or administrative process is pending with respect to the ECOWOOD WICK Mark, and to its knowledge, no claim or threat has been or is about to be made with respect to the ECOWOOD WICK Mark.

4. Execution. This Assignment may be executed by facsimile or other electronic transmission in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

This Assignment is executed and delivered effective as of the last date set forth below.

Executed By:

LUMETIQUE, INC.

By: *Dayna Decker*

Name: *Dayna Decker*

Title: *President*

Date: *01-22-08*

Received By:

SMITH MOUNTAIN INDUSTRIES, INC.,

By: *Charles Luster*

Name: *[Signature]*

Title: *President*

Date: *7-01-08*