

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IO Lighting, LLC		12/31/2007	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Cooper Lighting, Inc.
Street Address:	600 Travis
Internal Address:	Suite 5400
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77081092	RADII
Serial Number:	78795669	LUXRAIL
Serial Number:	78866121	LIGHT FOR A BRIGHTER FUTURE
Serial Number:	76638831	LINE
Serial Number:	78103387	IO
Serial Number:	78877922	LIGHT FOR A BRIGHTER FUTURE

CORRESPONDENCE DATA

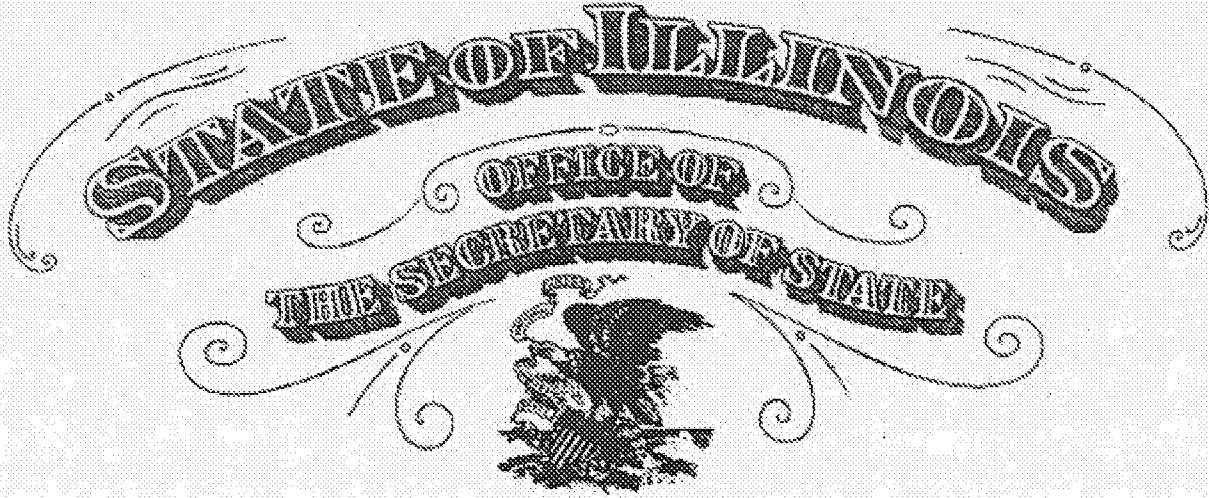
Fax Number: (713)209-8995
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-209-8566
 Email: janet.reed@cooperindustries.com
 Correspondent Name: Cooper Industries

CH \$165.00 77081092

Address Line 1: 600 Travis
Address Line 2: Suite 5400
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	IO LIGHTING MERGER
NAME OF SUBMITTER:	Ashli Irwin
Signature:	/ashliirwin/
Date:	07/07/2008

Total Attachments: 6
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source=Image2#page1.tif
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source=Image5#page1.tif
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To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 5 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR IO LIGHTING, LLC.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of MARCH A.D. 2008

Jesse White

SECRETARY OF STATE



LC0193279

Form **LLC-37.25**
January 1999
Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359, Hewlett Building
Springfield, IL 62755
http://www.sos.state.il.us

Illinois
Limited Liability Company Act
Articles of Merger

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Secretary of State

DUPLICATE

Must be typewritten

This space for use by Secretary of State

FILED

DEC 20 2007

JESSE WHITE
SECRETARY OF STATE

Item payment in check or money order,
payable to "Secretary of State."
Filing Fee is \$100, but if merger of more
than two entities, \$50 for each additional
entity.

Date 12-20-2007
Assigned File # 0094-356-8
Filing Fee \$0 \$100
Approved: [Signature]

PAID
DEC 21 2007

1. Names of the entities proposing to merge, and the state or country of their organization:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Illinois Secretary of State File # (if any)
<u>IO Lighting, LLC</u>	<u>Limited Liability Company</u>	<u>Illinois</u>	<u>0094356-8</u>
<u>Cooper Lighting, Inc.</u>	<u>Corporation</u>	<u>Delaware</u>	<u>5980-9745</u>

2. The plan of merger has been approved and signed by each limited liability company and other entity that is to merge. If a corporation is a party to the merger, a copy of the plan as approved is attached to these articles of merger.

3. (a) Name of the surviving entity: Cooper Lighting, Inc.
(b) Address of the surviving entity: 1121 Highway 74 South, Peachtree City, GA 30269

4. Effective date of merger: (check one)
a) _____ the filing date, or
b) X a later date, but not more than 30 days subsequent to the filing date:
December 31, 2007
(month, day and year)

5. All limited liability companies that are parties to this merger and were on record with the Illinois Secretary of State prior to January 1, 1998, have elected in their operating agreements to be governed by the amendatory Act of 1997.

LLC-37.25


6. If the survivor is a limited liability company, stated below are changes that are necessary to its articles of organization by reason of this merger:

7. For the limited liability companies that are parties to the merger, complete the following:


Name of LLC	Jurisdiction	Organization Date	Date of Admission to Illinois (foreign LLCs)
IO Lighting, LLC	Illinois	05-18-03	

8. If the surviving entity is not a limited liability company, it agrees that it may be served with process in this State and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State which is to merge, and for the enforcement, as provided in this Act, of the right of members of any limited liability company to receive payment for their interest against the surviving entity.

9. The undersigned entities caused these articles to be signed by the duly authorized person, each of whom affirms, under penalty of perjury, that the facts stated herein are true.

1. 

 (Signature)
 John B. Reed - Vice President
 (Type or print name and title)
 Cooper Lighting, Inc.
 (Name of a corporation or other entity)

2. 

 (Signature)
 Barbara A. Widra - Assistant Secretary
 THE PENNSYLVANIA GROUP, INC. MGROF
 IO Lighting, LLC
 (Name of a corporation or other entity)

3. _____
 (Signature)

 (Type or print name and title)

 (Name of a corporation or other entity)

4. _____
 (Signature)

 (Type or print name and title)

 (Name of a corporation or other entity)

If additional space is needed, it must be provided in the same format on a plain white 8 1/2x11" sheet, which must be stapled to this form.

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

LLC-364

STATE OF ILLINOIS

TRADEMARK

REEL: 003810 FRAME: 0957

MERGER AGREEMENT

MERGER AGREEMENT made as of the 17th day of December 2007 by and between Cooper Lighting, Inc. a Delaware corporation, (hereinafter referred to as the "Surviving Corporation"), and IO Lighting, LLC, an Illinois limited liability company, (hereinafter referred to as the "Merging Company").

WHEREAS, the sole member of the Merging Company and the directors of the Surviving Corporation believe that it is in the best interests of each corporation that the Merging Company be merged with and into the Surviving Corporation;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Surviving Corporation and the Merging Company hereby agree as follows:

1. Upon the terms and subject to the conditions set forth in this Merger Agreement, the Merging Company shall merge with and into the Surviving Corporation. Upon the effective time of such merger, as hereinafter specified, the separate corporate existence of the Merging Company shall cease.
2. The membership interests of the Merging Company that are outstanding on the effective date of the merger shall not be converted into shares of stock in the Surviving Corporation, but shall be surrendered and cancelled. The shares of stock in the Surviving Corporation that are outstanding on the effective date of the merger shall not be changed and shall remain issued and outstanding.
3. The name of the Surviving Corporation, upon the effective date of the merger, shall be Cooper Lighting, Inc. The Surviving Corporation's principal office in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801.
4. The Certificate of Incorporation of the Surviving Corporation as in effect immediately prior to the merger shall be and constitute the Certificate of Incorporation of the Surviving Corporation until the same shall be properly altered, amended or repealed.
5. The By-Laws of the Surviving Corporation as in effect immediately prior to the merger shall be and constitute the By-Laws of the Surviving Corporation until the same shall be properly altered, amended or repealed.

6. The officers of the Surviving Corporation immediately prior to the merger shall continue in office until their successors shall be elected and qualified, subject to prior death, resignation, or removal.

7. Upon the merger becoming effective, the Surviving Corporation shall assume and be liable for all liabilities and obligations of the Merging Company and all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merging Company shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed. The Surviving Corporation specifically assumes any obligation of the Merging Company which requires that such obligation is specifically assumed by the Surviving Corporation. The Merging Company hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Merging Company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the Surviving Corporation are fully authorized in the name of the Merging Company, or otherwise, to take any and all such action.

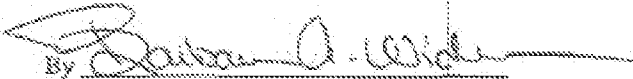
8. The Surviving Corporation may be served with process in the State of Illinois in any proceeding for enforcement of any obligation of the Merging Company as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the rights of any member pursuant to the provisions of the Limited Liability Company Act of the State of Illinois and it does hereby irrevocably appoint the Secretary of State of Illinois as its agent to accept service of process in any such suit or other proceedings. The address to which a copy of such process shall be mailed by the Secretary of State of Illinois is: C T Corporation System, 208 South LaSalle Street, Suite 814, Chicago, IL, 60604, until the Surviving Corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose.

9. This Merger Agreement has been duly authorized by the Board of Directors of the Surviving Corporation and the Sole Member of the Merging Company and is signed by a duly authorized officer of each such party as of the day and year first above written.

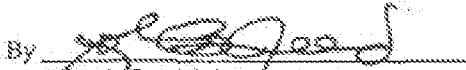
10. The merger shall become effective December 31, 2007.

IN WITNESS WHEREOF, the parties have caused this Merger Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

IO LIGHTING, LLC

By 
Barbara A. Widra, Assistant Secretary

COOPER LIGHTING, INC.

By 
John B. Reed, Vice President