

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Litepanels, Inc.		08/26/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Litepanels, Inc.		
<b>Street Address:</b>	10932 Burbank Boulevard		
<b>City:</b>	North Hollywood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3231727	LITEPANELS	
<b>Registration Number:</b>	3292570	LITE PANELS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)836-8000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	jdilauro@kayescholer.com		
<b>Correspondent Name:</b>	Joseph Di Lauro c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022-3598		
<b>ATTORNEY DOCKET NUMBER:</b>	63630-0034		
<b>NAME OF SUBMITTER:</b>	Joseph Di Lauro		
<b>Signature:</b>	/joseph di lauro/		
<b>Date:</b>	09/29/2008		

**CH \$65.00 3231727**

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "*Assignment*") is made as of August 26, 2008, by and between Litepanels Inc., a Delaware corporation ("*Assignee*") and Litepanels, Inc., a California corporation ("*Assignor*").

WHEREAS, Assignor owns all legal and beneficial right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto;

WHEREAS, Assignee desires to acquire, and Assignor desires to transfer and assign to Assignee, all right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto, including all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor's legal and beneficial right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto, together with the goodwill of the business associated with such trademarks and registrations.

The rights transferred by this Assignment include the right to bring all legal actions related to the trademarks and registrations listed on Exhibit A hereto, including actions for any infringement, whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.

Assignor shall promptly cooperate with and take such further actions and execute all such further assignments, instruments, powers of attorney and documents as Assignee requests which are necessary or desirable in order to fully vest legal and beneficial ownership of the trademarks listed in Exhibit A hereto in Assignee. Assignor hereby agrees that Assignee is hereby authorized as the lawful attorney-in-fact of Assignor to do, in Assignor's name and on Assignor's behalf, any and all acts and deeds and execute and deliver any such assignments, instruments or documents as Assignee may deem requisite, necessary or proper to fully vest in Assignee legal and beneficial ownership of the trademarks listed in Exhibit A hereto, and Assignor hereby ratifies and confirms that the authority conferred herein is a power-of-attorney that is coupled with an interest, is irrevocable and not subject to termination by Assignor.

This Assignment shall be governed by the internal laws of the State of California without regard to principles of conflicts of law. This Assignment may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned hereby executes this Assignment as of the date first above written.

LITEPANELS, INC.

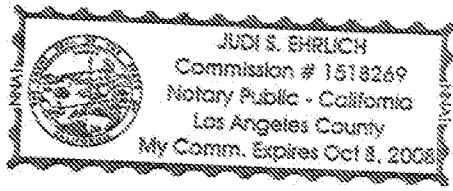
By: Rudy G. Pollett  
Name: Rudy Pollett  
Its: President

State of California )  
County of Los Angeles ) ss

On Aug. 21, 2005 before me, Judi S. Ehrlich, a Notary Public in and for said County and State, personally appeared Rudy Pollett who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Judi S. Ehrlich (Seal)  
My Commission Expires: Oct 8, 2008



[Signature page to Trademark Assignment Agreement]

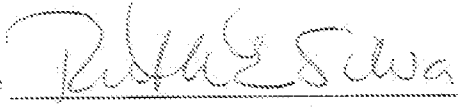
LITEPANELS INC.

By:   
Michael L. Martell, Secretary

State of New York     )  
  ) ss.:  
County of New York    )

On August 27, 2008, before me, Ruth E. Silva, a Notary Public in and for said County and State, personally appeared Michael L. Martell, who 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.

I certify under penalty of perjury under the laws of the State of New York that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)

My Commission Expires: July 9, 2010

RUTH E. SILVA  
Notary Public, State of New York  
No. 01S14989051  
Qualified in Queens County  
Commission Expires July 9, 2010

[Signature page to Trademark Assignment Agreement]

Exhibit A

Trademark and Trademark Applications

DOCKET	COUNTRY	PRIORITY INFO.	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	MARK	INT'L CLASS/GOODS	STATUS	ASSIGNEE
-0020	US	N/A	76/645,321 8/25/05 (Amended To Allege Use In September 2006)	3,231,727 4/17/07	LITEPANELS	Int'l Class: 011 Electric lighting fixtures for the motion picture and television industry; lighting stands; and lighting kits consisting of electric lighting fixtures and various combinations of the following - cables, rechargeable battery packs, power supplies/charges, filters for electric lighting fixtures, base adapters, hotshoe adapters, base plates for electric lighting fixtures, lighting mounts, and carrying cases	<b>Registered Supplemental Register</b> Section 8 declaration due 4/17/13  Renewal due 4/17/17	Litepanels LLC
-0021	Brazil	Priority to - 0020 US (76/645,321)	827,898,177 11/25/05		LITEPANELS	Int'l Class: 011 Electrical lighting fixtures for the motion picture and television industry; kits, stands, and assemblies for such electrical lighting fixtures	<b>Application Pending</b>  Rejection to be appealed; deadline to appeal: 2/9/08	Litepanels LLC
-0021	China	Priority to - 0020 US (76/645,321)	5,065,087 12/16/05		LITEPANELS	Int'l Class: 011 Electrical lighting fixtures for the motion picture and television industry; carrying cases for electric lighting fixtures; swivel arms for use with lighting fixtures; base plates for lighting fixtures; stands for lighting fixtures; and articulating arms for use with	<b>Application Pending</b>	Litepanels LLC

[Exhibit A to the Trademark Assignment Agreement]

DOCKET	COUNTRY	PRIORITY INFO.	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	MARK	INT'L CLASS/GOODS	STATUS	ASSIGNEE
-0022	US	N/A	76/645,322 8/22/05	3,292,570 9/18/07	LITEPANELS (Design)	lighting fixtures Int'l Class: 011 Electric lighting fixtures for the motion picture and television industry; mountings for electric lighting equipment, namely, lighting stands; and lighting kits consisting of electric lighting fixtures and base plates for electric lighting fixtures, lighting mounts, filters for electric lighting fixtures for photographic, cinematographic, and video lighting, electrical cables, electric power supplies and electric power supply connectors for use with portable electronic devices, power adapters for use with portable electronic devices, and carrying cases	Registered Principal Register  Section 8 & 15 declaration due 9/18/13  Renewal due 9/18/17	Litepanels LLC

[Exhibit A to the Trademark Assignment Agreement]

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