

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Outdoor Lighting Perspectives Holdings Corporation		09/11/2008	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Outdoor Lighting Perspectives Technology Corp.		
<b>Street Address:</b>	1238 Mann Drive		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Matthews		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3070206	THE ULTIMATE LIGHTING EXPERIENCE	
Registration Number:	3070207	THE ULTIMATE LIGHTING EXPERIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)607-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	jsmith@faegre.com		
<b>Correspondent Name:</b>	Joshua A. Smith		
<b>Address Line 1:</b>	1700 Lincoln Street		
<b>Address Line 2:</b>	3200 Wells Fargo Center		
<b>Address Line 4:</b>	Denver, COLORADO 80203-4532		
<b>ATTORNEY DOCKET NUMBER:</b>	82675-370960		
<b>NAME OF SUBMITTER:</b>	Joshua A. Smith		
<b>Signature:</b>	/Joshua A. Smith/		

OP \$65.00 3070206

Date:

10/14/2008

**Total Attachments: 6**

source=OLPHC to OLPTC#page1.tif

source=OLPHC to OLPTC#page2.tif

source=OLPHC to OLPTC#page3.tif

source=OLPHC to OLPTC#page4.tif

source=OLPHC to OLPTC#page5.tif

source=OLPHC to OLPTC#page6.tif

**ASSIGNMENT AND ASSUMPTION AGREEMENT FOR TRADEMARKS  
AND OTHER INTELLECTUAL PROPERTY**

WHEREAS, **OUTDOOR LIGHTING PERSPECTIVES HOLDING CORPORATION** ("OLPH"), is the owner of certain intellectual property described herein; and

WHEREAS, OLPH desires to assign, and **OUTDOOR LIGHTING PERSPECTIVES TECHNOLOGY CORP.** ("OLPT"), desires to acquire certain of OLPH's right, title and interest in and to the intellectual property, trade secrets and know-how, together with the goodwill associated therewith, reserving to OLPH all rights not assigned or provided to OLPT hereunder;

NOW THEREFORE, for the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OLPH agrees as follows:

1. OLPH hereby conveys, transfers, sells, assigns, and sets over unto OLPT all right, title and interest in and to the trademarks in the form more fully described in **Exhibit A** hereto ("**Marks**"), in the United States of America and any foreign countries, together with the goodwill associated therewith and symbolized by the Marks; all common law trademark rights in the Marks; all benefits of any and all prior uses of the Marks; all income, royalties, and damages hereafter due or payable to OLPH with respect to the Marks, including without limitation, damages and payments for past infringements and misappropriations of the Marks; all rights to sue for past, present, and future infringements or misappropriations of the Marks; and the right to make applications for registration of the Marks in any and all countries and any renewals which may be granted thereon.

2. OLPH hereby conveys, transfers, sells, assigns and sets over unto OLPT the right, title and interest in OLPH's works of authorship existing as of the date of this Agreement and controlled or owned by OLPH in connection with OLPH's current, past or anticipated business operations, including, but not limited to, those in the form more fully described in **Exhibit B** hereto ("**Copyright Works**"), together with all rights of OLPH to sue for present and future infringements of the foregoing works, and all proceeds and products of, and books and records pertaining to, any of the foregoing works. OLPH reserves the right to assert any and all claims for past and prior infringements of the foregoing Copyright Works, and all proceeds and products thereof, including all past infringements which are continuing at the time of this agreement.

3. OLPT hereby agrees that all rights of OLPT in the Copyright Works and the Marks shall terminate immediately and without notice and revert back to OLPH in their entirety, upon the occurrence of any of the following events (each of which is hereinafter referred to as a "**Termination Event**"):

(a) if OLPT shall file for bankruptcy protection or have a petition in bankruptcy filed against it, which shall not be dismissed within 30 days;

(b) if OLPT shall be dissolved voluntarily or involuntarily, by action or inaction of its board of directors or the Delaware Secretary of State.

Upon the occurrence of a Termination Event, OLPT will reassign the Marks and the Copyright Works to OLPH no less than two (2) business days prior to the occurrence of the Termination Event, by instruments reasonably satisfactory to OLPH. For purposes of this Agreement, OLPT represents and warrants to OLPH that neither the Marks nor the Copyright Works shall constitute "property of the estate" in the event that a Termination Event occurs which consists of a petition under the U.S. Bankruptcy Code by or against OLPT, and acknowledges that a property right, if any, of OLPH in the Marks and the Copyright Works cannot be adequately protected by any payments after a Termination Event. OLPT also acknowledges and agrees that in the event of a bankruptcy petition by or against OLPT, it shall not have the right to assume or assign this Agreement, or any rights created hereunder. OLPT hereby consents to the entry of relief from the automatic stay imposed by Section 362 of the Bankruptcy Code in favor of OLPH in the event of the occurrence of a Termination Event.


4. OLPH agrees to execute and deliver at the request of OLPT copies of all papers, instruments, and assignments, and to perform any other reasonable acts OLPT may request in order to permit OLPT to use the Marks and the Copyright Works, subject to this Agreement and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by OLPT, to the extent such evidence is in the possession or control of OLPH.

5. OLPH represents and warrants that it has the right and authority to execute this Agreement and to assign to OLPT the Marks and the Copyright Works, and that it has not conveyed nor will convey hereafter all or part of the Marks or the Copyright Works therein to a third party; and OLPH hereby covenants and agrees that it will not execute in writing or do any act whatsoever conflicting with these presents.

Effective as of this 11 day of <sup>September 2008</sup> ~~March, 2005~~.


**ASSIGNOR:**

OUTDOOR LIGHTING PERSPECTIVES  
HOLDINGS CORPORATION

By:   
Name: Thomas R. Fenig  
Title: President

**ASSIGNEE:**

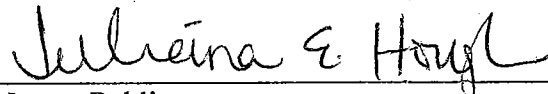
OUTDOOR LIGHTING PERSPECTIVES  
FRANCHISING, INC.

By:   
Name: Thomas R. Fenig  
Title: President

STATE OF NORTH CAROLINA    )  
  ) ss.  
COUNTY OF MECKLENBURG    )

On this 11<sup>th</sup> day of September, 2005, before me, the undersigned Notary Public, personally appeared Thomas R. Fenig, known personally to me or proven on the basis of satisfactory evidence to be the President of OUTDOOR LIGHTING PERSPECTIVES HOLDINGS CORPORATION, Assignor, and that he, as such officer, being authorized so to do, voluntarily executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public  
My commission expires: 10/11/2011

STATE OF NORTH CAROLINA    )  
  ) ss.  
COUNTY OF MECKLENBURG    )

On this \_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned Notary Public, personally appeared Thomas R. Fenig, known personally to me or proven on the basis of satisfactory evidence to be the President of OUTDOOR LIGHTING PERSPECTIVES FRANCHISING, INC., Assignee, and that he, as such officer, being authorized so to do, voluntarily executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Marks**  
**(United States)**

<b>Mark</b>	<b>Registration Date/ Application Date</b>	<b>Registration Number/ Application Number</b>
Outdoor Lighting Perspectives logo (see cover sheet)	May 18, 1999	Registration No. 2,246,705
"The Ultimate Lighting Experience" Class 35	June 23, 2004	Serial No. 78/404,325
"The Ultimate Lighting Experience" Class 37	June 23, 2004	Serial No. 78/404,326

**Marks**  
**(Canada)**

<b>Mark</b>	<b>Registration Date/ Application Date</b>	<b>Registration Number/ Application Number</b>
Outdoor Lighting Perspectives & Design	July 15, 2004	Application No. 1-223-781

**EXHIBIT B**

**Copyright Works**

Operations Manual

Photographs

Advertising Materials

## EXHIBIT C

### Trade Secrets and Know-How

The “**Outdoor Lighting System**” which is a proprietary system related to the establishment, development and operation of a unique system for opening and operating a business system designed to provide residential and commercial outdoor lighting design and installation services and sales through a uniform system which has high standards of service, uses quality products, operates under the business format created and developed by OLPH and which is known as the Outdoor Lighting System.