

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
Twinkleworks, LLC		12/31/2008	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Electronic Controls Company		
Street Address:	833 W. Diamond Street		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83705		
Entity Type:	CORPORATION: IDAHO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77554136	TWINKLEWORKS	
Serial Number:	77555889	TWINKLEWORKS	
Serial Number:	77555921	TWINKLEWORKS.COM	
Serial Number:	77597027	RANDOM SPARKLE	
Serial Number:	77596996	WHALE LED	
Serial Number:	77597012	BUBBLE LED	
CORRESPONDENCE DATA			
Fax Number:	(503)220-2480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503.294.9656		
Email:	tm-pdx@stoel.com, tjhanson@stoel.com		
Correspondent Name:	Gary W. Glisson		
Address Line 1:	c/o Stoel Rives LLP		
Address Line 2:	900 SW Fifth Avenue, Suite 2600		
Address Line 4:	Portland, OREGON 97204		

OP \$165.00 77554136

ATTORNEY DOCKET NUMBER:	32565-2
NAME OF SUBMITTER:	Terri J. Hanson
Signature:	/Terri J. Hanson/
Date:	01/14/2009
Total Attachments: 5 source=TwinkleWorks Trademark Assignment#page1.tif source=TwinkleWorks Trademark Assignment#page2.tif source=TwinkleWorks Trademark Assignment#page3.tif source=TwinkleWorks Trademark Assignment#page4.tif source=TwinkleWorks Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 31, 2008, is made and entered into between TWINKLEWORKS, LLC, a Connecticut limited liability company (the "Assignor"), and ELECTRONIC CONTROLS COMPANY, an Idaho corporation (the "Assignee") (each a "Party", and collectively, the "Parties"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Asset Purchase Agreement (defined below).

RECITALS

WHEREAS, Nova Electronics, Inc. (the "Seller") and the Assignee have entered into an Asset Purchase Agreement, dated as of December 31, 2008 (the "Asset Purchase Agreement");

WHEREAS, the Seller and the Assignor are commonly owned by the Shareholders (as defined in the Purchase Agreement);

WHEREAS, as a condition to Closing, the parties to the Asset Purchase Agreement agreed that the Assignor and the Assignee will enter into this Assignment pursuant to which the Assignor will assign to the Assignee all of its right, title and interest in, to and under the trademarks and trademark applications listed on Schedule A attached hereto (collectively, the "Assigned Trademarks").

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. The Assignor hereby assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Assigned Trademarks, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration of the Assigned Trademarks to the Assignee.

3. Further Assurances. The Assignor covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, upon the reasonable request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Assigned Trademarks hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit

of the assigns and legal representatives of Assignor and Assignee. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Assigned Trademarks, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized agents as Assignor's agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Assigned Trademarks.

4. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State.

5. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

6. Conflict with Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

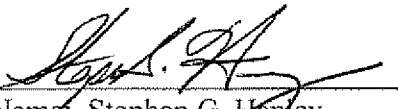
7. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

8. Representations and Warranties of Assignor. Assignor hereby represents and warrants to the Assignee that (i) Assignor is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Connecticut, (ii) Assignor has full legal right, power and authority to enter into this Assignment and to perform its obligations hereunder without the need for the consent of any other person or entity, (iii) this Assignment has been duly executed and delivered by Assignor and (iv) this Assignment constitutes the legal, valid and binding obligation of Assignor and is enforceable against Assignor in accordance with its terms.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

TWINKLEWORKS, LLC

By: 
Name: Stephen G. Hamley
Title: Managing Member

ELECTRONIC CONTROLS COMPANY

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

TWINKLEWORKS, LLC

By: _____
Name:
Title:

ELECTRONIC CONTROLS COMPANY

By: Edward Zimmer
Name: Edward Zimmer
Title: CEO

Schedule A

Assigned Trademarks

<u>TRADEMARK</u>	<u>APPLICATION/ REGISTRATION NO.</u>	<u>FILING DATE</u>
TwinkleWorks	Application No. 77554136	Aug. 20, 2008
TwinkleWorks with colors and design claimed	Application No. 77555889	Aug. 26, 2008
TwinkleWorks.com	Application No. 77555921	Aug. 26, 2008
RANDOM SPARKLE	Application No. 77597027	Oct. 21, 2008
WHALE LED	Application No. 77596996	Oct. 21, 2008
BUBBLE LED	Application No. 77597012	Oct. 21, 2008