

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
LAMINA LIGHTING, INC.		07/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LLI ACQUISITION, INC.		
Street Address:	2100 McKinney Avenue		
Internal Address:	Suite 1515		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2848114	LAMINA	
Registration Number:	2997743	BRIGHT LIGHTS. BRIGHT IDEAS.	
CORRESPONDENCE DATA			
Fax Number:	(869)286-0115		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(860)286-2929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	George A. Pelletier, Jr.		
Address Line 1:	Cantor Colburn LLP		
Address Line 2:	20 Church Street, 22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103-3207		
ATTORNEY DOCKET NUMBER:	LSG-0201-AXX		
NAME OF SUBMITTER:	George A. Pelletier, Jr.		

CH \$65.00 2848114

Signature:	/gapjr/
Date:	02/27/2009
Total Attachments: 6 source=Trademark Assignment Lamina Lighting to LLI Acquisition#page1.tif source=Trademark Assignment Lamina Lighting to LLI Acquisition#page2.tif source=Trademark Assignment Lamina Lighting to LLI Acquisition#page3.tif source=Trademark Assignment Lamina Lighting to LLI Acquisition#page4.tif source=Trademark Assignment Lamina Lighting to LLI Acquisition#page5.tif source=Trademark Assignment Lamina Lighting to LLI Acquisition#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 29th day of July, 2008, by **LAMINA LIGHTING, INC.**, a Delaware corporation, having a place of business at **120 Hancock Lane, Westampton, New Jersey 08060, U.S.A.** (hereinafter referred to as ASSIGNOR) and **LLI ACQUISITION, INC.**, a Delaware corporation, having a place of business at **2100 McKinney Avenue, Suite 1515, Dallas, Texas 75201** (hereinafter referred to as ASSIGNEE). ASSIGNOR and ASSIGNEE are collectively referred to hereinafter as the PARTIES.

WHEREAS, ASSIGNOR is the owner of common law rights and federal trademark rights in and to the names and marks listed in the attached Schedule A (collectively, all rights to the names, marks, and Registrations, including all goodwill associated therewith, and any and all foreign rights, are hereinafter referred to as the "MARKS").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the PARTIES agree as follows:

1. Transfer of all rights in the Marks to ASSIGNEE/Cooperation. ASSIGNOR hereby sells, transfers, conveys, and assigns to ASSIGNEE the entire right, title and interest in and to the Marks together with the goodwill of the business appurtenant thereto and symbolized thereby and including, without limitation, all common law rights in and to the Marks and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks, to be held and enjoyed by ASSIGNEE, its successors and assigns to the same extent that such would have been held and enjoyed by ASSIGNOR had such assignment not been made. In any proceeding involving the Marks, ASSIGNOR agrees to fully cooperate with ASSIGNEE to defend and/or prosecute ASSIGNEE's rights relating to the Marks, at ASSIGNEE's expense, including, for example, requests for information and documentation in connection therewith.

2. Representations and Warranties.

A. ASSIGNOR represents, warrants and covenants that (i) ASSIGNOR is the sole legal and equitable owner of all right, title and interest in and to the Marks and has full right, power and authority to enter into this Assignment and to convey the Marks to ASSIGNEE; (ii) all elements of the Marks are valid, subsisting, and in full force and effect; (iii) ASSIGNOR has never granted and will not in the future grant any rights to any third parties that would violate, conflict with or be inconsistent with any term or provision of this Assignment; (iv) to the best of ASSIGNOR's knowledge, neither the Marks nor ASSIGNOR's uses thereof, violates any rights of any kind or nature whatsoever of any third party, including without limitation any trademark rights and trade dress rights; (v) the Marks have not been abandoned; (vi) the Marks are free and clear of all security interests, liens, claims and encumbrances of any kind and nature, and the rights in the Marks are fully assignable to any person or entity, without payment to or consent of any other person or entity, or other condition or restriction; and (vii) there exist no outstanding licenses, sublicenses or permissions granted by ASSIGNOR (or its designees, predecessors or affiliates) to use the Marks.

B. ASSIGNOR further represents and warrants that it (or any of its affiliates or subsidiaries) has not filed and agrees that it shall not file any trademark application for any of the Marks or any other any designation, name or mark that is confusingly similar to any of the Marks (whether in block form, stylized, pluralized, or in connection with a logo design or any other additional words) anywhere throughout the world, other than those referred to in Schedule A.

3. **Further Assurances.** ASSIGNOR shall promptly execute and deliver any and all further instruments, and perform any and all other actions, as may reasonably be necessary or appropriate, in ASSIGNEE's reasonable judgment, to carry out more effectively the intent and purposes of this Agreement.

4. **Authorization and Binding Effect.** ASSIGNOR represents and warrants that the person executing this Agreement on behalf of ASSIGNOR is duly authorized to do so; that such person's signature is binding upon ASSIGNOR; that such person is of legal age and is legally competent to execute this Agreement; and that this Agreement, when executed and delivered on behalf of ASSIGNOR, shall constitute a legal, valid and binding obligation enforceable against ASSIGNOR in accordance with its terms.

5. **Invalidity/Modification/Waiver.** If any provision or clause of this Agreement or the application thereof to either party is determined to be invalid by a court of competent jurisdiction, then such provision shall be severed herefrom, and such invalidity shall not affect any other provision of this Agreement, the balance of which shall remain in and have its intended full force and effect. No provisions of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing and signed by the PARTIES. No waiver by any party at any time of any breach, or compliance with any condition or provisions shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

6. **Submission to the United States Patent and Trademark Office.** The PARTIES agree that ASSIGNEE is free to submit this Agreement to the United States Patent and Trademark Office ("USPTO").

7. **Governing Law.** The PARTIES agree that this Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York applicable to contracts made between residents of that state, entered into and to be wholly performed within that state, without regard to the PARTIES' actual respective legal domiciles or to conflicts or choice of laws principles.

IN TESTIMONY WHEREOF, ASSIGNOR has hereunto set its hand and seal this 29th day of July, 2008.

LAMINA LIGHTING, INC.

BY:



NAME: Frank Shinneman

TITLE: President and Chief Executive Officer

IN TESTIMONY WHEREOF, ASSIGNEE has hereunto set its hand and seal this 29th day of July, 2008.

LLI ACQUISITION, INC.

BY:

NAME: Govi Rao

TITLE: President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003945 FRAME: 0377

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BY: _____

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TITLE: President and Chief Executive Officer

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LLI ACQUISITION, INC.

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NAME: Govi Rao

TITLE: President

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Schedule A

Mark	Status	Application/Registration #	Country	Class	Comments
LAMINA	Registered	Reg. No. 2848114	United States	Class 9	Sec.8 &15 Affidavit of Use due 06/10/2010
BRIGHT LIGHTS. BRIGHT IDEAS.	Registered	Reg. No. 2,997,743	United States	Class 9	Sec.8 &15 Affidavit of Use due 09/20/2011
LAMINA	Registered	Reg. No. TMA638,764	Canada	Class 9	Renewal due 05/05/2020
LAMINA CERAMICS	Registered	Reg. No. TMA633133	Canada	Class 9	Renewal due 02/18/2020
BRIGHT LIGHTS. BRIGHT IDEAS.	Registered	Reg. No. TMA691,692	Canada	Class 9	Reg. date is 07/09/07; renewal date 07/09/2022
LAMINA CERAMICS	Registered	Reg. No. 002599838	European Union	Class 9	-Handled by Gevers; trademark@gevers.com
BRIGHT LIGHTS. BRIGHT IDEAS.	Pending/Opposed by UKTV News Ventures Limited	Application No. 3950854	European Union	Class 9	Contact trademark@gevers.com for update
BRIGHT LIGHT. BRIGHT IDEAS. DESIGN.	Applied / Pending	Application No. 1224005	European Union	Class 9	Scheduled to be advertised in the Trade-marks Journal in due course.