

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ruud Lighting, Inc.		03/29/2010	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	E-conolight LLC		
Street Address:	c/o David Schlossberg, Fulton Capital LLC		
Internal Address:	601 Skokie Blvd., Suite 204		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2928131	E-CONOLIGHT	
Registration Number:	3209664	LUMA	
Registration Number:	1317965	LUMA	
CORRESPONDENCE DATA			
Fax Number:	(312)849-8133		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.849.8233		
Email:	rmantz@mcguirewoods.com		
Correspondent Name:	Rachel Williams Mantz, McGuireWoods LLP		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
NAME OF SUBMITTER:	Rachel Williams Mantz		
Signature:	/Rachel Williams Mantz/		

OP \$90.00 2928131

Date:

03/29/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of March __, 2010 by Ruud Lighting, Inc., a Wisconsin corporation ("Assignor"), in favor of E-conolight LLC, a Delaware limited liability company ("Assignee").

WHEREAS Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of March __, 2010 (the "Purchase Agreement"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement;

WHEREAS Assignor and Assignee wish to document the assignment to Assignee of Assignor's right, title and interest in and to the Intellectual Property Assets set forth in Section 2.1.4 of the Purchase Agreement and Schedule 2.1.4 thereto, which includes the Intellectual Property Assets listed on attached Appendix A;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell grant and transfer to Assignee all right, title and interest, of every kind and character, on a worldwide basis in and to the Intellectual Property Assets.

2. With respect to the assignment hereunder, such assignment includes an assignment of all rights to causes of action and remedies related thereto, including, without limitation, all inventions and discoveries disclosed therein, certificates of invention and applications for certificates of invention, and any substitutions, reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations, continuations-in-part, continued prosecution applications, and any and all rights to sue for claims and remedies against and collect damages and other recoveries for past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction and hereby grants to Assignee the right to apply, obtain and hold in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed in any and all countries, including, without limitation, the right to prosecute and maintain the same and all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions and renewals thereof; and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Upon request by Assignee, at any time and from time to time, Assignor shall (without cost to Assignee) promptly execute and deliver, or cause to be executed and delivered, to Assignee such other documents and instruments, including without limitation additional assignment documents more explicitly identifying and describing the Intellectual Property Assets by certain registrations, documents, and filings of record in various public filing offices or with other third parties; and Assignor shall take, or cause to be taken, such other and further action as Assignee, in the exercise of its judgment, deems necessary to evidence the assignment of the Intellectual Property Assets to Assignee and/or preserve Assignee's rights, title and interest in any of the Intellectual Property Assets. Assignor specifically covenants and agrees to execute

separate assignments of any Intellectual Property Assets or filings with any governmental authority or other third party related to the Intellectual Property Assets and the registration or other protection and use thereof.

4. Assignor hereby waives and releases any rights under or to the Intellectual Property Assets and assigns the same to Assignee, and if Assignee is unable for any reason to secure Assignor's signature to fulfill the intent of Section 3 hereof or to apply for or to pursue any application for any United States or foreign copyright, trademark, patent or domain name registrations covering the Intellectual Property Assets assigned to Assignee above, Assignor does hereby irrevocably appoint Assignee and its authorized agents as Assignor's agent and attorney in fact, to transfer, vest or confirm Assignee's rights and to execute and file any such applications and to do all other lawful acts as may be required to further the prosecution and issuance of copyright, trademark, patent or domain name registrations with the same legal force as if done by Assignor.

5. None of the provisions of this Assignment may be waived, changed or altered except in a writing agreed to by all of the parties hereto.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its choice of law provisions.

7. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

8. Nothing in this Assignment, express or implied, is intended or will be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. To the extent that any term or provision of this Assignment is deemed to be inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

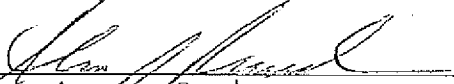
9. This Assignment inures to the benefit of and is binding upon Assignor and Assignee and their respective successors and assigns.

10. This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which counterparts will be deemed an original, but all of which counterparts together will constitute one and the same agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

RUUD LIGHTING, INC.


Name: Alan J. Ruud
Title: Chairman and Chief Executive Officer

AGREED TO AND ACKNOWLEDGED BY:

E-CONOLIGHT LLC

Name:
Title:

[Signature page to Intellectual Property Assignment]

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

RUUD LIGHTING, INC.

Name:

Title:

AGREED TO AND ACKNOWLEDGED BY:

E-CONOLIGHT LLC

Name:

Title:

[Signature page to Intellectual Property Assignment]

NOTARIAL CERTIFICATION

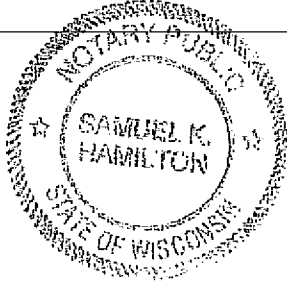
SEAL

State of Wisconsin) ss

Country of United States of America)

On this 29th day of March, 2010, before me personally appeared Alan J. Ruud to me personally known, who being dully sworn, did say that he is authorized to sign on behalf of Ruud Lighting, Inc., and that he dully executed the ~~foregoing~~ instrument for and on half of Ruud Lighting, Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Sam K. Hamilton
Notary Public



APPENDIX A

1. U.S. Patent Application No. 11/941,634 (Linear Light Fixture), filed November 16, 2007.
 2. U.S. Patent No. D383,114 (Track Lighting Transformer), issued September 2, 1997.
 3. U.S. Patent No. 5,887,966 (AU745635; CA2,292,960; NZ500830) (In-Ground Lighting Apparatus and Related Method), filed June 13, 1997.
 4. U.S. Patent No. D399,581 (Directional Floodlight) filed December 2, 1997.
 5. U.S. Patent No. D399,583 (CA86801) (Directional Floodlight) filed December 2, 1997.
 6. U.S. Patent No. D399,585 (CA86800) (Directional Floodlight) filed December 2, 1997.
 7. U.S. Patent No. D399,584 (CA86799) (Directional Floodlight) filed December 2, 1997.
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8. U.S. Patent No. 5,988,833 (AU743700; CA2,313,195; NZ504837; NZ524999; TW126115) (Adaptable Directional Floodlight) filed December 15, 1997.
 9. U.S. Trademark Registration No. 2,928,131 (E-CONOLIGHT), registered February 22, 2005.
 10. U.S. Trademark Registration No. 3,209,664 (LUMA), registered February 13, 2007.
 11. U.S. Trademark Registration No. 1,317,965 (LUMA), registered February 5, 1985.
 12. European Community Trademark Registration No. 004 863 239 (E-CONOLIGHT), registered January 24, 2007.
 13. Canada Trademark Registration No. 346,521 (LUMA), registered October 14, 2008.
 14. Australia Trademark Registration No. 1,094,282 (LUMA), registered April 4, 2007.
 15. European Community Trademark Registration No. 004 863 271 (LUMA), registered February 22, 2007.
 16. New Zealand Trademark Registration No. 741304 (LUMA), registered March 15, 2007.

17. www.e-conolight.com, www.e-conolight.biz, www.e-conolight.net and www.e-conolight.us.

18. www.lumalamps.com and www.lumalamps.us.