

# 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
Malibu Lighting Corporation		08/12/2009	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	J. Baxter Brinkmann International Corporation
Street Address:	4215 McEwen Road
City:	Dallas
State/Country:	TEXAS
Postal Code:	75244
Entity Type:	CORPORATION: TEXAS

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	0816551	MALIBU
Registration Number:	2861632	MALIBU
Registration Number:	3424575	MALIBU
Registration Number:	3617647	MALIBU LIGHTING THE WAY TO OUTDOOR LIVING
Registration Number:	3441343	BRIGHTSCAPES
Registration Number:	3433382	FAST-PLUG
Registration Number:	1947227	FASTLOCK II
Registration Number:	1347582	POLY-STAR
Registration Number:	3203643	SUN CATCHER
Registration Number:	3219569	SUN CATCHER
Registration Number:	3205656	SUN SEEKER
Registration Number:	3018424	YARDSCAPES

## CORRESPONDENCE DATA

900166205

TRADEMARK  
 REEL: 004236 FRAME: 0528

OP \$315.00 0816551

Fax Number: (972)770-8577  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 972-770-8578  
Email: badams@brinkmann.net, jjackson@brinkmann.net  
Correspondent Name: Bradley L. Adams  
Address Line 1: 4215 McEwen Road  
Address Line 4: Dallas, TEXAS 75244

NAME OF SUBMITTER:	Bradley L. Adams
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Signature:	/Bradley L. Adams/
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Date:	07/02/2010
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**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made effective as of May 18, 2009, by and between Malibu Lighting Corporation, a Delaware corporation with its principal place of business at 4215 McEwen Road, Dallas, Texas 75244 ("Assignor"), and J. Baxter Brinkmann International Corporation, a Texas corporation with its principal place of business at 4215 McEwen Road, Dallas, Texas 75244 ("Assignee").

WHEREAS, Assignor owns all of the trademarks and service marks, as applied for and/or registered, identified in Schedule A attached hereto (the "Marks"), and the trademark applications and registrations identified in Schedule A (the "Applications and Registrations");

WHEREAS, Assignor desires to assign to Assignee all the right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby, and the Applications and Registrations, and Assignee desires to accept such assignment; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks, including the goodwill, and the Applications and Registrations to Assignee;

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

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest throughout the world in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the Applications and Registrations, including, without limitation, any renewals and extensions of the Registrations and of any registrations that issue from the Applications, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

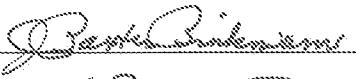
2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks, and the Applications and Registrations, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Assignment, as of the day and year first above written.

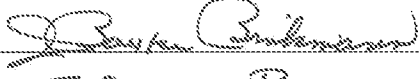
Assignor:

MALIBU LIGHTING CORPORATION

  
Name: J. Baxter Brinkmann  
Title: PRESIDENT  
Date: AUGUST 12, 2009

Assignee:

J. BAXTER BRINKMANN INTERNATIONAL CORPORATION

  
Name: J. Baxter Brinkmann  
Title: PRESIDENT  
Date: AUGUST 12, 2009

STATE OF TEXAS

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§  
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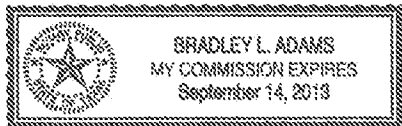
COUNTY OF DALLAS

On August 12, 2009, before me, a Notary Public, personally  
appeared J. Ecker Brinkmann.

☒ personally known to me ☐ 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.

WITNESS my hand and official seal.



[Signature]  
Signature of Notary

**CAPACITY CLAIMED BY SIGNER:**

<input type="checkbox"/> Individual	<input type="checkbox"/> Attorney-In-Fact
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Subscribing Witness
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Guardian/Conservator
<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Other: _____
Officer(s): <u>President</u>	_____
Title(s)	_____

**SIGNER IS REPRESENTING:**

Name of Person(s) or Entity(ies): Malibu Lighting Corporation

STATE OF TEXAS

COUNTY OF DALLAS

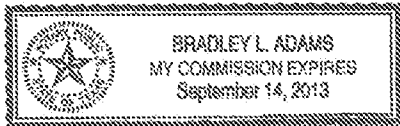
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On August 12, 2009, before me, a Notary Public, personally  
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☒ personally known to me      ☐ proved to me on the basis of satisfactory evidence

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.

WITNESS my hand and official seal.



[Signature]  
Signature of Notary

**CAPACITY CLAIMED BY SIGNER:**

<input type="checkbox"/> Individual	<input type="checkbox"/> Attorney-In-Fact
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Subscribing Witness
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Guardian/Conservator
<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Other: _____
Officer(s): <u>President</u>	_____
Title(s)	_____

**SIGNER IS REPRESENTING:**

Name of Person(s) or Entity(ies): J. Baxter Brinkmann International Corporation

SCHEDULE A

See attached.

MARK	COUNTRY	CLASS	STATUS	REG./APP. NO.
MALIBU	Argentina	11	Registered	2007562
MALIBU	Benelux	11	Registered	466846
MALIBU	Bolivia	11	Registered	68370-C
MALIBU	Brazil	9	Registered	817908730
MALIBU	Canada		Registered	168884
MALIBU	Chile	11	Registered	705757
MALIBU	Colombia	11	Registered	161872
MALIBU	Community Trademark	5, 11, 21	Pending	3958493
MALIBU	Ecuador	11	Registered	1948/96
MALIBU	Egypt	9	Pending	213507
MALIBU	Finland	11	Registered	123579
MALIBU	France	11	Registered	1358481
MALIBU	Germany	11	Registered	1166287
MALIBU	Great Britain	11	Registered	B1192489
MALIBU	Japan	11	Registered	2402680
MALIBU	Mexico	7, 8, 9, 11, 12, 16, 17, 21	Registered	373707
MALIBU	Panama	11	Registered	75908
MALIBU	Peru	11	Registered	16994
MALIBU	Puerto Rico	11	Pending	
MALIBU	Russian Federation	5, 11, 21	Registered	309617
MALIBU	South Africa	11	Registered	89/8587
MALIBU	Switzerland	11	Registered	376036
MALIBU	United States	9	Registered	816,551
MALIBU	United States	5, 11	Registered	2,861,632
MALIBU and Design	United States	11	Registered	3,424,575
MALIBU LIGHTING THE WAY TO OUTDOOR LIVING and Design	United States	5, 9, 11	Registered	3,617,647
MALIBU (Stylized)	Uruguay	9, 11	Registered	275049
MALIBU	Venezuela	11	Registered	183181
BRIGHTSCAPES	United States	11	Registered	3,441,343
FAST PLUG	United States	11	Registered	3,433,382
FASTLOCK II	United States	9	Registered	1,947,227
POLY-STAR	United States	11	Registered	1,347,582
SUN CATCHER	United States	11	Registered	3,203,643



MARK	COUNTRY	CLASS	STATUS	REG./APP. NO.
SUN CATCHER and Design	United States	11	Registered	3,219,569
SUN SEEKER	United States	11	Registered	3,205,656
YARDSCAPES	United States	11	Registered	3,018,424

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