

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
Nexlite, Inc.		04/21/2010	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Chemical Bank		
Street Address:	2135 - 3 Mile Road NW		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49544		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78733473	NEXLITE	
CORRESPONDENCE DATA			
Fax Number:	(616)222-2318		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6167522313		
Email:	trademarks@wnj.com		
Correspondent Name:	Warner Norcross & Judd LLP		
Address Line 1:	900 Fifth Third Center		
Address Line 2:	111 Lyon Street NW		
Address Line 4:	Grand Rapids, MICHIGAN 49503-2487		
ATTORNEY DOCKET NUMBER:	067980.115217		
NAME OF SUBMITTER:	Chad E. Kleinheksel		
Signature:	/Chad E. Kleinheksel/		
Date:	07/21/2010		

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Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, ASSIGNOR, **NEXLITE, INC.**, a Michigan corporation, whose registered office is currently 4656 – 44th Street SE, Grand Rapids, Michigan 49512, sells, assigns, and transfers to ASSIGNEE, **CHEMICAL BANK**, a Michigan banking corporation, having a place of business at 2135 – 3 Mile Road NW, Grand Rapids, Michigan 49544, the entire right, title, and interest in the United States and in all foreign countries in and to the following patents and the inventions disclosed and claimed therein, and the following trademark together with the goodwill of the business symbolized by the same (collectively, the "**Intellectual Property**"):

U.S. Patents

Patent No.	Filing Date	Title	Owner
7,367,685	2/21/2006	Lighted Cabinet Assembly	ASSIGNOR
7,025,481	9/23/2004	Vehicular Lighting System	ASSIGNOR

U.S. Trademark Registration

Serial No.	Filing Date	Trademark	Owner
78733473	10/14/2005	NEXLITE	ASSIGNOR

ASSIGNOR also sells, assigns, and transfers to ASSIGNEE the entire right, title, and interest in and to the Intellectual Property, including any counterpart patent applications or trademark applications, in all countries foreign to the United States, including all rights under all international conventions. ASSIGNOR further authorizes ASSIGNEE to apply for letters patents and other intellectual property rights in all countries in the name of the inventor(s) who have previously assigned their rights to the ASSIGNOR, and to claim priority of the filing date of the patents.

ASSIGNOR further sells, assigns, and transfers to ASSIGNEE the entire right, title, and interest in and to all claims for damages by reason of past infringement of said Intellectual Property with the right to sue for and collect same and in and to all legal equivalents of said Intellectual Property in foreign countries and any reissue or reexamination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon ASSIGNEE's request, be provided promptly with all pertinent facts and documents relating to said Intellectual Property as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation, or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, or its legal representatives, any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, and enforce said Intellectual Property, and said equivalents thereof, which may be necessary or desirable to carry out the purposes hereof, or to effect, confirm, or attest to ASSIGNEE's rights hereunder.

ASSIGNEE has a security interest in the Intellectual Property. This assignment is being given pursuant to the terms of the ASSIGNEE's security interest. ASSIGNOR has defaulted under the terms and conditions of the documents, instruments and agreements (the "**Loan Documents**") evidencing and securing the indebtedness owed by ASSIGNOR to ASSIGNEE (the "**Indebtedness**"), as a result of which ASSIGNEE may exercise its remedies under the Loan Documents, including but not limited to repossession and sale of the Intellectual Property. It is intended that this assignment constitutes an absolute and unconditional conveyance to ASSIGNEE of ASSIGNOR's title to the Intellectual Property and was not and is not intended as a security device of any kind.

ASSIGNOR understands that ASSIGNEE is not discharging the Indebtedness, that the Indebtedness will continue to be secured by the Intellectual Property and any other real and personal property which secures payment of the Indebtedness and performance of the Loan Documents, and that ASSIGNEE may recover the Indebtedness from the sale and liquidation of the Intellectual Property and such other property.

ASSIGNOR shall take such steps as may be necessary to permit ASSIGNEE to obtain approval of the Commissioner and other equivalent authorities in foreign countries to transfer of the Intellectual Property to ASSIGNEE.

Delivery of title to and possession of the Intellectual Property by the ASSIGNOR to the ASSIGNEE is being made freely, voluntarily, without breach of the peace, and without compulsion by judicial process. Conveyance of title to and surrender of possession of the Intellectual Property to the ASSIGNEE is not intended and shall not in any manner be deemed to extinguish or otherwise affect the security interest of ASSIGNEE in the Intellectual Property, which security interest shall remain in full force and effect according to the documents evidencing the security interest.

Following approval by the Commissioner and other equivalent authorities in foreign countries of the transfer of the Intellectual Property to ASSIGNEE, ASSIGNEE shall have all of the remedies available to a secured creditor under the Michigan Uniform Commercial Code.

ASSIGNOR (a) waives any claim that ASSIGNEE's taking possession of the Intellectual Property constitutes a breach of the peace, and (b) agrees that ASSIGNEE may, without further act, deed or consent of, or notice to, ASSIGNOR, sell the Intellectual Property under Article 9 of the Michigan Uniform Commercial Code. In accordance with MCLA §440.9624(a), and because of ASSIGNOR's default, ASSIGNOR renounces and waives

ASSIGNOR's rights to receive prior notice of any sale of the Intellectual Property. ASSIGNOR acknowledges and agrees that a private sale or lease of the Intellectual Property by ASSIGNEE as is, where is, and without preparation, repair or other improvement to the Intellectual Property, is commercially reasonable. ASSIGNOR waives any right to redeem the Intellectual Property pursuant to MCLA §440.9624(c).

ASSIGNOR acknowledges that ASSIGNEE is not agreeing to assume any of the obligations or liabilities ASSIGNOR may have to creditors or other persons and entities other than ASSIGNEE, including but not limited to creditors or other persons or entities which may have competing claims against the Intellectual Property.

There are no actions or proceedings which are pending or threatened against ASSIGNOR which might prevent ASSIGNOR from conveying the Intellectual Property to the ASSIGNEE. No proceedings in bankruptcy or receivership are pending which were instituted by or against ASSIGNOR.

ASSIGNOR has been advised by ASSIGNEE to consult with an attorney and a tax advisor concerning this assignment and any other documents, instruments and agreements being given by ASSIGNOR to ASSIGNEE. ASSIGNEE has made no representations, warranties, agreements or comments regarding the liability of ASSIGNOR for taxes which may be incurred by ASSIGNOR in connection with conveyance of the Intellectual Property to ASSIGNEE. ASSIGNEE has given to ASSIGNOR no legal advice or recommendations.

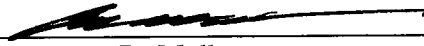
Nothing in this assignment, or any other document, instrument or agreement given by ASSIGNOR to ASSIGNEE, nor any act of ASSIGNEE, or ASSIGNEE's agents or employees, shall be deemed or construed by ASSIGNOR or any third party to create any relationship of third party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving ASSIGNEE with the business and affairs of ASSIGNOR, other than as creditor and debtor.

This assignment shall be binding upon ASSIGNOR and shall inure to the benefit of the ASSIGNEE and their respective heirs, personal representatives, successors, and assigns.

ASSIGNOR has executed this assignment as of the date indicated below.

Dated: 4-21, 2009¹⁰

NEXLITE, INC.

By 
Gregory R. Moll
Its President

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