

TRADEMARK ASSIGNMENT

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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
Optronics International, LLC		09/14/2010	LIMITED LIABILITY COMPANY: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Dieter's Metal Fabricating Limited		
Street Address:	656 Colby Drive		
City:	Waterloo		
State/Country:	ONTARIO		
Postal Code:	N2V 1A2		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3056816	PANELITE CUSTOM TRUCK ACCESSORIES	
CORRESPONDENCE DATA			
Fax Number:	(405)553-2855		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(405) 553-2828		
Email:	jdeligans@hallestill.com		
Correspondent Name:	Julianna P. Deligans		
Address Line 1:	100 North Broadway		
Address Line 2:	Chase Tower, Suite 2900		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
ATTORNEY DOCKET NUMBER:	421278.01560		
NAME OF SUBMITTER:	Julianna P. Deligans		
Signature:	/juliannapdeligans/		

Date:

09/23/2010

Total Attachments: 2

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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

WHEREAS, OPTRONICS INTERNATIONAL, LLC, an Oklahoma limited liability company having a place of business at 5115 South 122nd East Avenue #202-A, Tulsa, Oklahoma 74146 (“Assignor”), is the owner of certain trademark(s) (the “Marks”), of which may be registered in the United States Patent and Trademark Office and/or with the Oklahoma Secretary of State where indicated below:

<u>TRADEMARK</u>	<u>REGISTRATION NO. (if applicable)</u>
PANELITE CUSTOM TRUCK ACCESSORIES (AND DESIGN)	U.S. REGISTRATION NO. 3056816
PANELITE CUSTOM TRUCK ACCESSORIES (AND DESIGN)	OKLAHOMA REGISTRATION NO. 12017727
PANELITE (words only)	N/A

WHEREAS, DIETER’S METAL FABRICATING LIMITED., a limited company having a place of business at 656 Colby Drive, Waterloo, Ontario, Canada, N2V 1A2 (“Assignee”) is desirous of acquiring said Marks and any related registrations therefor;

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, Assignor’s entire right, title and interest in and to the Marks and said registrations therefor together with the goodwill of the business symbolized by the Marks and said registrations, and including (but not by way of limitation) the right to sue and collect and keep damages for past infringements thereof;

WHEREAS, in further consideration for the assignment granted herein, Assignor desires to receive a worldwide, exclusive, royalty-free right and license to use the Marks on or in connection with vehicle lighting products, as well as on packaging, promotional and advertising material associated therewith.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, Assignor’s entire right, title and interest in and to (i) the Marks and said registrations therefor, (ii) the goodwill of the business symbolized by the Marks, (iii) all income, royalties, damages and payment now or hereafter due or payable in respect to the Marks and (iv) all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present and future infringement, dilution or misappropriation of the rights assigned to Assignee hereunder. Upon the reasonable request of Assignee, Assignor shall reasonably cooperate with Assignee in executing appropriate assignment documents provided by such Assignee as may be required for completing the formalities to secure Assignee the rights hereby transferred. Assignor shall transfer physical possession of the files regarding the Marks that are in their possession upon said transfer.

In further consideration for the assignment granted herein, Assignee hereby grants to Assignor a worldwide, exclusive, royalty-free right and license to use the Marks on or in connection with vehicle lighting products, as well as on packaging, promotional and advertising material associated therewith.

The herein license to use the Marks on or in connection with vehicle lighting products, is restricted to use by Assignor only, and shall cease and terminate and automatically revert back to Assignee upon the earlier to occur of: (i) the date that is five (5) years from the date of this Trademark Assignment and License Agreement, or (ii) the date Assignor ceases to manufacture vehicle lighting products, pursuant to or in connection with the herein grant. The rights herein granted are non-transferable and non-assignable by Assignor.

IN WITNESS WHEREOF, Assignor and Assignee executed this Trademark Assignment and License Agreement to be effective the 14 day of September, 2010.

OPTRONICS INTERNATIONAL, LLC
By: [Signature]
Name: Brett D Johnson
Title: President/CEO

DIETER'S METAL FABRICATING LIMITED.
By: [Signature]
Name: Dieter Hohendorf
Title: President

STATE OF Oklahoma §
COUNTY OF Fa Wagoner

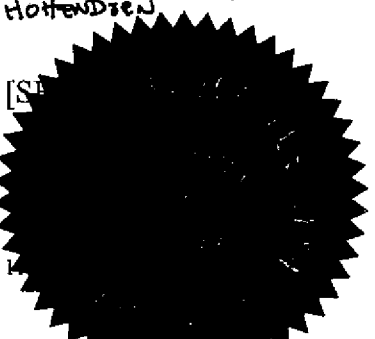
THIS instrument was acknowledged before me on Sept. 21, 2010, by Brett Johnson, CEO of OPTRONICS INTERNATIONAL, LLC.

[SEAL] **DAWN HARVEY
NOTARY PUBLIC
STATE OF OKLAHOMA
COMMISSION NO. 08009310
EXPIRES 11-09-2013**

[Signature]
Notary Public

PROVINCE
STATE OF ONTARIO §
COUNTY OF WATERLOO §

THIS instrument was acknowledged before me on Sept. 14, 2010, by Dieter Hohendorf, President of DIETER'S METAL FABRICATING LIMITED.



[Signature]
Notary Public