

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									
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>SunBriteTV LLC</td> <td></td> <td>12/23/2010</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	SunBriteTV LLC		12/23/2010	LIMITED LIABILITY COMPANY: CALIFORNIA	
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SunBriteTV LLC		12/23/2010	LIMITED LIABILITY COMPANY: CALIFORNIA						
RECEIVING PARTY DATA									
Name:	SunBrite Acquisition LLC								
Street Address:	c/o Bunker Hill Capital								
Internal Address:	260 Franklin St., Ste. 1860								
City:	Boston								
State/Country:	MASSACHUSETTS								
Postal Code:	02110								
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3347416</td> <td>SUNBRITETV</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3347416	SUNBRITETV			
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Registration Number:	3347416	SUNBRITETV							
CORRESPONDENCE DATA									
Fax Number:	(617)951-8736								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	617-951-8000								
Email:	eileen.sullivan@bingham.com								
Correspondent Name:	Eileen Sullivan								
Address Line 1:	Bingham McCutchen LLP								
Address Line 2:	One Federal Street								
Address Line 4:	Boston, MASSACHUSETTS 02110								
ATTORNEY DOCKET NUMBER:	3347416								
NAME OF SUBMITTER:	Eileen Sullivan								
Signature:	/eileen sullivan/								

OP \$40.00 3347416

Date:

12/27/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

December 23, 2010

WHEREAS, SunBriteTV LLC, a California limited liability company (the “**Assignor**”), has adopted, is using and is the owner of the right, title, interest and goodwill in and to the trademark identified in Exhibit A attached hereto (the “**Mark**”) and the trademark registration associated with such Mark (the “**Registration**”); and;

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor desires to sell, transfer, assign and set over unto SunBrite Acquisition LLC, a Delaware limited liability company (the “**Assignee**”), all rights, title and interest of the Assignor in and to the Mark, the Registration and all goodwill associated therewith;

NOW, THEREFORE, the Assignor does hereby sell, assign, transfer and set over unto the Assignee, its successors and assigns, all of its right, title and interest in and to: (i) the Mark, (ii) the Registration, (iii) the goodwill of the business symbolized by and associated with the Mark and the Registration thereof, (iv) 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 infringement or dilution of or damage or injury to the Mark or the Registration thereof or such associated goodwill and (v) all benefit of the Mark, Registration and the goodwill associated therewith. The Assignor further agrees to execute all oaths, assignments, powers of attorney, applications, documents, instruments and other papers and to perform all acts, without any further consideration but at the cost and expense of the Assignee, as reasonably deemed necessary by the Assignee to perfect in the Assignee the foregoing rights, title and interests, including, but not limited to, the execution of any related U.S. or foreign application or assignment documents which accurately set forth the related facts.

The Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, or other appropriate U.S. or foreign registration authority, to transfer the Mark and the Registration thereof from Assignor to Assignee, its successors and assigns.

This Trademark Assignment, together with (a) that certain Contribution Agreement, dated as of December 23, 2010, by and between the Assignor, the Assignee, the members of the Assignor, and SunBrite Holding Corporation, a Delaware corporation, and (b) the Assignment and Assumption Agreement,

dated as of December 23, 2010, between the Assignor, the Assignee and the members of the Assignor, is the entire agreement between the parties with respect to the specific subject matter set forth herein, and supersedes all prior written agreements and understandings, if any, whether written or oral, related to the subject matter set forth herein. This Trademark Assignment shall not be amended except in a written agreement executed by an authorized officer or representative of Assignor and by the member or an authorized officer or representative of Assignee. This Trademark Assignment shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto. None of the provisions of this Trademark Assignment shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party granting the waiver. This Trademark Assignment may be executed in counterparts, which counterparts, when taken together, shall constitute a valid and binding agreement. The execution, validity, interpretation and performance of, or the resolution of disputes under this Trademark Assignment shall be governed by the laws of the State of New York, the United States of America, without regard to its principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as an instrument under seal on this 22 day of December, 2010.

SUNBRITETV/LLC

By [Signature]

Name: Lawrence Kaiser

Title: Manager

By [Signature]

Name: Thomas Weaver

Title: Manager

STATE OF CALIFORNIA)
) SS.:
COUNTY OF VENTURA)

On the 22 day of December, in the year 2010 before me, the undersigned, personally appeared each of Lawrence Kaiser and Thomas Weaver, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

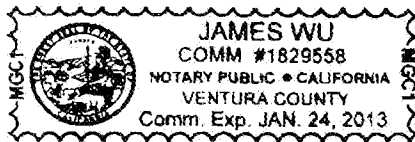


EXHIBIT A

Trademark	Country	Status	Reg. (Apn.) Number	Reg. (Apn.) Date	Current Owner Name	Notes
SUNBRITETV	USA	Registered	3347416	03/15/2007	SunBriteTV LLC	G & S: ELECTRONIC SPECIALTY PRODUCTS, NAMELY ALL-WEATHER OUTDOOR TELEVISION SETS. FIRST USE: 20040901. FIRST USE IN COMMERCE: 20040901