

04/12/2011

Form PTO 1594 (Rev. 01-11)
OMB Collection 0651-0027 (exp. 03/31/12)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

MKD 4/12/11

103622308

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):
LIGHTING & ELECTRONIC Design

- Individual(s)
- General Partnership
- Corporation State: **NEVADA**
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

3 Nature of conveyance & Execution Date(s).

- Execution Date(s) **NOV 2, 2005**
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name **TURBOFLARE USA**

Internal Address: _____

Street Address **3185 OLIVIA HEIGHTS AVE**

City **HENDERSON**

State **NEVADA**

Country **USA** Zip **89052**

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

if assignee is not domiciled in the United States, a domestic representative designation is attached Yes No (Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No (s)

B. Trademark Registration No (s)

2484515

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is Unknown)

TURBOFLARE

Additional sheet(s) attached? Yes No

5 Name & address of party to whom correspondence concerning document should be mailed:

Name **Michael J. Barile**

Internal Address: _____

Street Address **3185 OLIVIA HEIGHTS AVE**

City **HENDERSON**

State **NV** Zip **89052**

Phone Number **702 567-9464**

Fax Number **702 567-9422**

Email Address **Mike@turboflareusa.com**

6 Total number of applications and registrations involved

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) **\$40.00**

- Authorized to be charged to deposit account
- Enclosed

8 Payment Information.

Deposit Account Number: _____

Authorized User Name: _____

9 Signature

Michael J Barile

Michael J. Barile

Name of Person Signing

4/6/11

Date

Total number of sheets, including cover sheet, attachments, and document **2**

Documents to be recorded (including cover sheet) should be faxed to (571) 271-0140, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450 Alexandria, VA 22313-1450

LICENSE AND ASSET PURCHASE AGREEMENT

This License and Asset Purchase Agreement (the "Agreement") is made and entered into this 1st day of November, 2005, by and between Lighting & Electronic Design, Inc., a Nevada corporation (the "Licensor"), in favor of Turbo Flare USA, LLC, a Nevada limited liability company (the "Licensee").

RECITALS:

A. The Licensor is the owner of a certain Patent, Trademark and other intellectual property related to its business of producing, marketing and selling lighting related products. Said assets include, but are not limited to, the assets described on Exhibit "A", attached hereto, and are hereinafter referred to as the "Licensed Assets."

B. The Licensee is also engaged in the business of producing, marketing and selling lighting related products. Licensee desires to produce, market, sell, and otherwise use Licensor's Licensed Assets in the Licensee's business.

C. The Licensor has agreed to license to the Licensee the Licensed Assets, and the Licensee desires to license the Licensed Assets from the Licensor.

D. Upon satisfaction of the complete payment for the license, Licensor wishes to assign to Licensee and Licensee wishes to receive from Licensor, the Licensed Assets.

E. Additionally, Licensee wishes to purchase from Licensor various tangible and intangible assets used in the production, marketing, and selling of products created by using the Licensed Assets.

F. The Licensor now desires to deliver this Agreement for the purpose of evidencing and confirming to the Licensee the license of the Licensed Assets and the purchase of the Transferred Assets (defined below).

AGREEMENT:

IN CONSIDERATION of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

I. License: Ownership.

(a) License. Effective immediately upon execution of this Agreement, Licensor hereby grants to Licensee an exclusive, worldwide license and right to manufacture, market, distribute, sell, import and otherwise use in its business the Licensed Assets ("License"). This License and Asset Purchase Agreement specifically excludes any rights previously granted to A.O.S., Inc. and/or Synergy Design Group as they relate to the product then known as the TurboFlare 360 or Turbo-360 as evidenced by the Agreement for Partnership, Distribution, and Manufacturing of Turbo-360

between Licensor and A.O.S., Inc. dated July 2, 2002. Should any rights previously granted to A.O.S., Inc. and/or Synergy Design Group revert to Licensor or be obtained by Licensee, they shall automatically be subject to this License and Asset Purchase Agreement.

(b) Ownership. Subject to the License, Licensor shall continue to own all right, title, and interest in and to all Licensed Assets, and no such rights are granted to Licensee under this Agreement, except as expressly provided in this Agreement.

(c) Return of Licensed Assets. In the event that the License is terminated other than on the sale of the Licensed Assets pursuant to this Agreement, Licensee shall immediately return to Licensor all tangible Licensed Assets and shall cease the use of any intangible Licensed Assets.

2. Assignment and Conveyance. At the Closing, Licensor shall assign and convey to Licensee all of Licensor's right, title and interest in and to certain tangible and intangible assets, as set forth in more detail in a separate Assignment and Bill of Sale attached hereto. Said assets include, but are not limited to, the assets described on Exhibit "B" and are hereinafter referred to as the "Transferred Assets."

3. Payment.

"Licensor"

Lighting & Electronic Design, Inc., a
Nevada corporation

By: 
Janie Lynn, President

Date: 11/1/05

"Licensee"

Turbo Flare USA, LLC, a Nevada limited
liability company

By: 
Michael Barile, Manager

Date: 11/1/05