

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
Ruud Lighting, Inc.		03/29/2010	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	E-conolight, LLC		
Street Address:	601 Skokie Blvd., Suite 204		
Internal Address:	c/o David Schlossberg, Fulton Capital LLC		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3209664	LUMA	
Registration Number:	1317965	LUMA	
CORRESPONDENCE DATA			
Fax Number:	(262)632-2257		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	262-632-6900		
Email:	trademarks@janlaw.com		
Correspondent Name:	Julie F. Kirby		
Address Line 1:	245 Main Street		
Address Line 4:	Racine, WISCONSIN 53403		
ATTORNEY DOCKET NUMBER:	LUMA, LUMA		
NAME OF SUBMITTER:	Julie F. Kirby		
Signature:	/Julie F. Kirby/		

CH \$65.00 3209664

Date:

06/27/2011

Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Ruud Lighting, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Wisconsin
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 29, 2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: E-conolight, LLC

Internal

Address: c/o David Schlossberg, Fulton Capital LLC

Street Address: 601 Skokie Blvd., Suite 204

City: Northbrook

State: ILLINOIS

Country: U.S. Zip: 60062

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other LLC Citizenship U.S.

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)

3,209,664; 1,317,965

Additional sheet(s) attached? Yes No

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

LUMA; LUMA

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

Name: Julie F. Kirby

Internal Address: _____

Street Address: 245 Main Street

City: Racine

State: WI Zip: 53403

Phone Number: 262-632-6900

Fax Number: 262-632-2257

Email Address: trademarks@janlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 10-0270

Authorized User Name Nicole R. Fanning

9. Signature:

/Julie F. Kirby/

6/27/2011

Signature

Date

Julie F. Kirby

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Guidelines for Completing Trademarks Cover Sheets (PTO-1594)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. If the receiving party is an individual, check the "other" box, place the word "individual" in the following line, and enter the citizenship of the receiving individual. If the receiving party is a legal entity, designate the legal entity of the receiving party by checking the appropriate box. If the receiving party has more than one citizenship, then the citizenship of **each** partner should be specified on an additional sheet, and "See additional sheet" should be written on the line for citizenship. A corporation must set forth the state, if applicable, or country of incorporation. An association must set forth the state, if applicable, or country under which they are organized. If the receiving party is not domiciled in the United States, a designation of domestic representative is encouraged. Place a check mark in the appropriate box to indicate whether or not a designation of domestic representative is attached. Enter a check mark in the "No" box if no information is contained on an attached page.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, to minimize confusion over dates. In addition, place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. The "Other" box should be checked if the conveying/receiving party is correcting a previously filed document.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. The identification of the trademark should be provided for all properties to avoid recordation against the wrong property. A filing date should be provided only when the application or registration number is unknown. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and registration against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, Crystal Gateway 4, Room 310, 1213 Jefferson Davis Highway, Arlington, VA 22202. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of March __, 2010 by Ruud Lighting, Inc., a Wisconsin corporation ("Assignor"), in favor of E-conolight LLC, a Delaware limited liability company ("Assignee").

WHEREAS Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of March __, 2010 (the "Purchase Agreement"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement;

WHEREAS Assignor and Assignee wish to document the assignment to Assignee of Assignor's right, title and interest in and to the Intellectual Property Assets set forth in Section 2.1.4 of the Purchase Agreement and Schedule 2.1.4 thereto, which includes the Intellectual Property Assets listed on attached Appendix A;

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

1. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell grant and transfer to Assignee all right, title and interest, of every kind and character, on a worldwide basis in and to the Intellectual Property Assets.

2. With respect to the assignment hereunder, such assignment includes an assignment of all rights to causes of action and remedies related thereto, including, without limitation, all inventions and discoveries disclosed therein, certificates of invention and applications for certificates of invention, and any substitutions, reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations, continuations-in-part, continued prosecution applications, and any and all rights to sue for claims and remedies against and collect damages and other recoveries for past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction and hereby grants to Assignee the right to apply, obtain and hold in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed in any and all countries, including, without limitation, the right to prosecute and maintain the same and all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions and renewals thereof; and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Upon request by Assignee, at any time and from time to time, Assignor shall (without cost to Assignee) promptly execute and deliver, or cause to be executed and delivered, to Assignee such other documents and instruments, including without limitation additional assignment documents more explicitly identifying and describing the Intellectual Property Assets by certain registrations, documents, and filings of record in various public filing offices or with other third parties; and Assignor shall take, or cause to be taken, such other and further action as Assignee, in the exercise of its judgment, deems necessary to evidence the assignment of the Intellectual Property Assets to Assignee and/or preserve Assignee's rights, title and interest in any of the Intellectual Property Assets. Assignor specifically covenants and agrees to execute

separate assignments of any Intellectual Property Assets or filings with any governmental authority or other third party related to the Intellectual Property Assets and the registration or other protection and use thereof.

4. Assignor hereby waives and releases any rights under or to the Intellectual Property Assets and assigns the same to Assignee, and if Assignee is unable for any reason to secure Assignor's signature to fulfill the intent of Section 3 hereof or to apply for or to pursue any application for any United States or foreign copyright, trademark, patent or domain name registrations covering the Intellectual Property Assets assigned to Assignee above, Assignor does hereby irrevocably appoint Assignee and its authorized agents as Assignor's agent and attorney in fact, to transfer, vest or confirm Assignee's rights and to execute and file any such applications and to do all other lawful acts as may be required to further the prosecution and issuance of copyright, trademark, patent or domain name registrations with the same legal force as if done by Assignor.

5. None of the provisions of this Assignment may be waived, changed or altered except in a writing agreed to by all of the parties hereto.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its choice of law provisions.

7. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

8. Nothing in this Assignment, express or implied, is intended or will be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. To the extent that any term or provision of this Assignment is deemed to be inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

9. This Assignment inures to the benefit of and is binding upon Assignor and Assignee and their respective successors and assigns.

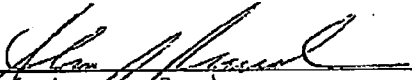
10. This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which counterparts will be deemed an original, but all of which counterparts together will constitute one and the same agreement.

[Signatures appear on the following page.]

EXECUTION COPY

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

RUUD LIGHTING, INC.


Name: Alan J. Ruud
Title: Chairman and Chief Executive Officer

AGREED TO AND ACKNOWLEDGED BY:

E-CONOLIGHT LLC

Name:
Title:

[Signature page to Intellectual Property Assignment]

EXECUTION COPY

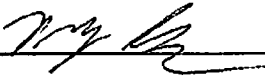
IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

RUUD LIGHTING, INC.

Name:
Title:

AGREED TO AND ACKNOWLEDGED BY:

E-CONOLIGHT LLC


Name:
Title:

[Signature page to Intellectual Property Assignment]

NOTARIAL CERTIFICATION

SEAL

State of Wisconsin) ss

Country of United States of America)

On this 24th day of March, 2010, before me personally appeared Alan J. Ruud to me personally known, who being dully sworn, did say that he is authorized to sign on behalf of Ruud Lighting, Inc., and that he dully executed the foregoing instrument for and on half of Ruud Lighting, Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Samuel K. Hamilton
Notary Public



APPENDIX A

1. U.S. Patent Application No. 11/941,634 (Linear Light Fixture), filed November 16, 2007.
 2. U.S. Patent No. D383,114 (Track Lighting Transformer), issued September 2, 1997.
 3. U.S. Patent No. 5,887,966 (AU745635; CA2,292,960; NZ500830) (In-Ground Lighting Apparatus and Related Method), filed June 13, 1997.
 4. U.S. Patent No. D399,581 (Directional Floodlight) filed December 2, 1997.
 5. U.S. Patent No. D399,583 (CA86801) (Directional Floodlight) filed December 2, 1997.
 6. U.S. Patent No. D399,585 (CA86800) (Directional Floodlight) filed December 2, 1997.
 7. U.S. Patent No. D399,584 (CA86799) (Directional Floodlight) filed December 2, 1997.
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8. U.S. Patent No. 5,988,833 (AU743700; CA2,313,195; NZ504837; NZ524999; TW126115) (Adaptable Directional Floodlight) filed December 15, 1997.
 9. U.S. Trademark Registration No. 2,928,131 (E-CONOLIGHT), registered February 22, 2005.
 10. U.S. Trademark Registration No. 3,209,664 (LUMA), registered February 13, 2007.
 11. U.S. Trademark Registration No. 1,317,965 (LUMA), registered February 5, 1985.
 12. European Community Trademark Registration No. 004 863 239 (E-CONOLIGHT), registered January 24, 2007.
 13. Canada Trademark Registration No. 346,521 (LUMA), registered October 14, 2008.
 14. Australia Trademark Registration No. 1,094,282 (LUMA), registered April 4, 2007.
 15. European Community Trademark Registration No. 004 863 271 (LUMA), registered February 22, 2007.
 16. New Zealand Trademark Registration No. 741304 (LUMA), registered March 15, 2007.

17. www.e-conolight.com, www.e-conolight.biz, www.e-conolight.net and www.e-conolight.us.

18. www.lumalamps.com and www.lumalamps.us.
