# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lava Lite, LLC		109/09/2011	LIMITED LIABILITY COMPANY: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Keltic Financial Partners II, LP
Street Address:	580 White Plains Road
Internal Address:	Suite 610
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

## PROPERTY NUMBERS Total: 24

Registration Number:         2314046           Registration Number:         3737781           BLIP           Serial Number:         85195471           Registration Number:         2883215           END UPS           Registration Number:         2316231           Registration Number:         1611140           Serial Number:         77610856           Serial Number:         76124415           LAVA           Registration Number:         2799386           LAVA           Registration Number:         2121684           LAVA	
Serial Number:         85195471         CLEARVIEW           Registration Number:         2883215         END UPS           Registration Number:         2316231           Registration Number:         1611140           Serial Number:         77610856           Serial Number:         76124415           Registration Number:         2799386           LAVA	
Registration Number:         2883215         END UPS           Registration Number:         2316231           Registration Number:         1611140           Serial Number:         77610856           Serial Number:         76124415         LAVA           Registration Number:         2799386         LAVA	
Registration Number:         2316231           Registration Number:         1611140           Serial Number:         77610856           Serial Number:         76124415         LAVA           Registration Number:         2799386         LAVA	
Registration Number:         1611140           Serial Number:         77610856           Serial Number:         76124415         LAVA           Registration Number:         2799386         LAVA	
Serial Number:         77610856           Serial Number:         76124415         LAVA           Registration Number:         2799386         LAVA	
Serial Number: 76124415 LAVA Registration Number: 2799386 LAVA	
Registration Number: 2799386 LAVA	
Registration Number: 2121684 LAVA	
Registration Number: 3370522 LAVA BRAND	
Registration Number: 3379484 LAVA BRAND	
Registration Number: 3370523 LAVA BRAND	

TRADEMARK

**REEL: 004620 FRAME: 0382** 

Registration Number:	2972900	LAVA BRAND
Serial Number:	77610796	LAVA LAMP
Serial Number:	77610765	LAVA LITE
Registration Number:	0852625	LAVA LITE
Serial Number:	77570219	LAVA MINIS
Registration Number:	3287387	LAVA WORLD ONLINE
Registration Number:	2733775	
Registration Number:	2591733	
Registration Number:	2113753	
Registration Number:	0912764	THE WAVE
Registration Number:	3175258	WRITE ON! NEON EXPRESSIONS BOARD

#### **CORRESPONDENCE DATA**

Fax Number: (215)564-8120

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-564-8602

Email: Svictor@stradley.com

Correspondent Name: Sheila Victor for C.W. Rosenbleeth, Esq.
Address Line 1: Stradley Ronon Stevens & Young, LLP

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ATTORNEY DOCKET NUMBER:	181382-0036
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	09/09/2011

#### Total Attachments: 13

source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page1.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page2.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page3.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page4.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page5.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page6.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page7.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page8.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page9.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page10.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page11.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page12.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page12.tif source=181382-0036-9-9-2011--Patent-TrademarkSecurityAgreement#page13.tif

### PATENT AND TRADEMARK SECURITY AGREEMENT

### Recitals

- A. Lender and Debtor are parties to a Loan and Security Agreement (as amended, supplemented or restated from time to time, the "Loan Agreement") dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Debtor.
- B. As a condition to extending credit to or for the account of Debtor, Lender has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Debtor's right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. <u>Security Interest</u>. Debtor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement and the other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants

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no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

- 3. <u>Representations, Warranties and Agreements</u>. Debtor represents, warrants and agrees as follows:
  - (a) Patents. Exhibit A accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within 30 days provide written notice to Lender with a replacement Exhibit A, which upon receipt thereof by Lender shall become part of this Agreement.
  - (b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's or any Affiliate's business(es). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Debtor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Lender with a replacement Exhibit A, which upon receipt thereof by Lender shall become part of this Agreement.
  - (c) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.
  - (d) **Title.** Debtor has absolute title to each Patent and each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
  - (e) **No Sale.** Debtor will not assign, transfer, encumber or (except as expressly permitted herein) otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

- (f) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.
- **Maintenance.** Debtor will at its own expense maintain the Patents and (g) the Trademarks to the extent reasonably advisable in its business, in Debtor's commercially reasonable judgment, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees. annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefore; provided, however, that Debtor and Lender each hereby acknowledge and agree that those Trademarks listed on Exhibit B attached hereto are being abandoned by Debtor and shall not be renewed or maintained or further pursued by Debtor as any further fees, annuities, affidavits, renewals and maintenance requirements become due therefor. Debtor covenants that, except for (a) those items set forth on Exhibit B and (b) any other items for which Debtor, in Debtor's commercially reasonable judgment, has notified Lender of its determination that such items are not advisable to maintain, it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- (h) Lender's Right to Take Action. If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate set forth in Section 3.1 of the Loan Agreement.

- (j) Power of Attorney. To facilitate Lender's taking action under subsection (h) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.
- 4. <u>Debtor's Use of the Patents and Trademarks</u>. Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.
- 5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.
- 6. <u>Remedies</u>. Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:
  - (a) Lender may exercise any or all remedies available under the Loan Agreement and the other Loan Documents.
  - (b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
  - (c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.
- 7. <u>Miscellaneous</u>. This Agreement can be waived, modified, amended, terminated or discharged, and, except with regard to the items set forth on Exhibit B, the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure

to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Lender and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Lender, and Debtor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

KELTIC FINANCIAL PARTNERS II, LP By: KELTIC FINANCIAL SERVICES LLC,

its general partner

Name: Oleh Szozupak

Title: Executive Vice President

LAVA LITE, LLC

By:\_\_\_\_\_

Name: Joseph Kostelc

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

KELTIC FINANCIAL PARTNERS II, LP By: KELTIC FINANCIAL SERVICES LLC, its general partner

Title: Executive Vice President

LAVA LITE, LLC

Name: Joseph Kostelc

Title: Chief Financial Officer

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# EXHIBIT A

# PATENTS AND TRADEMARKS

See Attached

TRADEMARK 1437723 v.2
REEL: 004620 FRAME: 0391

TRADEMARKS	7					
Title	Country	Status	Арр. No	Filing Date	Reg No	Reg. Date
BASE PRODUCT CONFIGURATION	United States of America	Registered	75/598283	12/3/1998	2314046	2/1/2000
BLIP	United States of America	Registered	77/535,983	7/31/2008	3737781	1/12/2010
CLEARVIEW	United States of America	Pending	85/195,471	12/10/2010		
ENDUPS AND DESIGN	United States of America	Registered	78/219254	2/26/2003	2883215	9/7/2004
GLOBE PRODUCT CONFIGURATION	United States of America	Registered	75/598284	12/2/1998	2316231	2/8/2000
HOBBY HILL	United States of America	Registered	76/075244	6/20/2000	2566730	5/7/2002
LAMP DESIGN	United States of America	Renewed	73/761875	11/4/1988	1611140	8/28/1990
LAMP DESIGN	United States of America	Pending	77/610,856	11/10/2008		
LAVA	United States of America	Pending	76/124415	9/8/2000		
LAVA	United States of America	Registered	78/166033	9/19/2002	2799386	12/23/2003
LAVA	United States of America	Renewed	75/219192	12/30/1996	2121684	12/16/1997
LAVA BRAND & DESIGN	United States of America	Registered	78/779795	12/22/2005	3370522	1/15/2008
LAVA BRAND & DESIGN	United States of America	Registered	78/779801	12/22/2005	3379484	2/5/2006
LAVA BRAND & DESIGN	United States of America	Registered	78/779808	12/22/2005	3370523	1/15/2008
LAVA BRAND AND DESIGN	United States of America	Registered	78/191251	12/4/2002	2972900	7/19/2005
LAVA LAMP	United States of America	Pending	77/610,796	11/10/2008		
LAVA LITE	United States of America	Pending	77/610,765	11/10/2008		
LAVA LITE	United States of America	Renewed	72/259746	11/30/1966	0852625	7/16/1968
LAVA MINIS	United States of America	Pending	77/570,219	9/15/2008		
LAVA WORLD ONLINE	United States of America	Registered	77/011744	10/2/2006	3287387	9/4/2007
LAVARIUM	United States of America	Registered	78/392098	3/28/2004	3064412	2/28/2006
MODERN LAMP DESIGN	United States of America	Registered	76/124416	9/8/2000	2733775	7/8/2003
MODERN LAMP DESIGN	United States of America	Registered	78/076332	7/30/2001	2591733	7/9/2002
MODERN LAMP DESIGN	United States of America	Renewed	75/141931	7/30/1996	2113753	11/18/1997
NO-KORD AND DESIGN	United States of America	Registered	78/280867	7/30/2003	3017248	11/22/2005
THE SHAPE OF COOL	United States of America	Registered	78/460866	8/3/2004	3094194	5/16/2006
THE WAVE	United States of America	Renewed	72/333927	7/30/1969	0912764	6/8/1971
WAVE DESIGN	United States of America	Renewed	73/799141	5/8/1989	1649510	7/2/1991
WRITE ON! NEON EXPRESSIONS BOARD	United States of America	Registered	78/584754		3175258	11/21/2006
LAVA	Illinois	Renewed			080118	3/18/1997
LAVA LITE	Illinois	Renewed		3/18/1997	080117	3/18/1997
LAVA	California	Renewed			102766	7/17/1997
LAVA	Argentina	Registered	2207393	3/11/1999	1827055	4/27/2001
LAVA BRAND AND DESIGN	Australia	Registered		4/6/2009	1294625	4/16/2009
LAVA LITE	Australia	Renewed	A585271	8/25/1992	A585271	12/5/1994
LAVA LITE	Benelux	Renewed	781805	6/18/1992	515471	1/4/1993
MODERN LAMP DESIGN	Benelux	Registered	0959435	3/9/2000	686976	10/1/2001
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Title	Country	Status	Арр. No	Filing Date	Reg No	Reg. Date
LAMP DESIGN	Brazil	Registered	821583786	4/30/1999	821583786	8/26/2003
LAVA LITE	Brazil	Published	822862700	6/23/2000		
ENDUPS AND DESIGN	Canada	Registered	1187465	8/18/2003	662294	4/6/2006
LAMP DESIGN CONFIGURATION	Canada	Registered	1078938	10/17/2000	619731	9/16/2004
LAVA	Canada	Registered	1007329	3/3/1999	535433	10/23/2000
LAVA	Canada	Registered	1093258	2/19/2001	584438	6/27/2003
LAVA BRAND AND DESIGN	Canada	Registered	1177287	5/7/2003	655710	12/22/2005
LAVA LITE	Canada	Renewed	538831	3/26/1985	313640	4/25/1986
MODERN LAMP DESIGN	Canada	Registered	1078940	10/17/2000	619776	9/16/2004
THE ORIGINAL SHAPE OF COOL	Canada	Registered	1432109	3/24/2009	TMA788,811	1/27/2011
LAVA BRAND AND DESIGN	China (Peoples Republic)	Registered	3553459	5/13/2003	3553459	11/21/2004
LAVA BRAND AND DESIGN	China (Peoples Republic)	Registered	3553457	5/13/2003	3553457	2/7/2005
LAVA BRAND AND DESIGN	China (Peoples Republic)	Registered	3553467	5/13/2003	3553467	8/28/2005
MODERN LAMP DESIGN	China (Peoples Republic)	Registered	4263292	9/10/2004	4263292	2/14/2007
LAVA BRAND AND DESIGN	China (Peoples Republic)	Registered	3553460	5/13/2003	3553460	12/21/2004
LAVA	China (Peoples Republic)	Registered	9900032522	4/2/1999	1439523	8/28/2000
ENDUPS AND DESIGN	European Community	Registered	3334331	8/26/2003	3334331	7/14/2005
LAVA	European Community	Registered	001199876	6/9/1999	001199876	12/11/2000
LAVA BRAND AND DESIGN	European Community	Registered	3227411	6/13/2003	3227411	5/9/2005
LAVA LITE	France	Renewed	92428954	7/30/1992	92428954	1/31/1994
MODERN LAMP DESIGN	France	Registered	00/6738	11/17/2000		11/17/2000
LAVA LITE	Germany	Renewed	H67660/11Wz	6/1/1992	2040426	7/14/1993
LAVA	Hong Kong	Renewed	99/02637	3/4/1999	16579/1999	12/21/1999
LAVA BRAND AND DESIGN	Hong Kong	Registered	300010781	4/25/2003	300010781	4/25/2003
LAVA LITE	Hong Kong	Renewed	741/94	1/20/1994	8191/95	9/28/1995
LAVA	Iceland	Registered	535/1999	3/4/1999	476/1999	4/28/1999
LAVA	Japan	Registered	41073/1999	5/11/1999	4391256	6/9/2000
LAVA BRAND AND DESIGN	Japan	Registered	37205/2003	5/8/2003	4751001	2/27/2004
LAVA BRAND AND DESIGN	Korea. Republic of	Registered	40-2004-15055	4/2/2004	613656	4/4/2005
LAVA	Mexico	Registered	366408	3/5/1999	644620	3/5/1999
LAVA BRAND AND DESIGN	Mexico	Registered	598927	4/30/2003	802691	8/7/2003
LAVA BRAND AND DESIGN	Mexico	Registered	598928	4/30/2003	816481	12/9/2003
LAVA BRAND AND DESIGN	Mexico	Registered	598929	4/30/2003	804521	8/15/2003
LAVA BRAND AND DESIGN	Mexico	Registered	598930	4/30/2003	805471	9/2/2003
LAVA BRAND AND DESIGN	Mexico	Registered	598931	4/30/2003	805104	8/22/2003
LAVA	New Zealand	Renewed	306484	3/12/1999	306484	11/9/2000
LAVA BRAND AND DESIGN	New Zealand	Registered	678343	5/2/2003	678343	7/5/2004
LAVA	Norway	Registered	199902342	3/8/1999	198321	7/2/1999
LAVA BRAND AND DESIGN	Norway	Registered	200304209	4/29/2003	223535	6/29/2004
LAVA LITE	Norway	Renewed	940194	1/13/1994	174568	8/15/1996
LAMP DESIGN	Peru	Registered	80207	3/3/1999	58539	10/26/1999
LAVA	Peru	Registered	80206	3/3/1999	56990	3/31/1999
LAVA	Singapore	Registered	99/03003	3/26/1999	T99/03003C	6/28/2000

Title	Country	Status	App. No	Filing Date	Reg No	Reg. Date
LAVA BRAND AND DESIGN	Singapore	Registered	T03/06031I	4/25/2003	T03/060311	12/4/2002
LAVA BRAND AND DESIGN	Singapore	Registered	T03/06032G	4/25/2003	T03/06032G	12/4/2002
LAVA BRAND AND DESIGN	Singapore	Registered	T03/06035A	4/25/2003	T03/06035A	12/4/2002
LAVA LITE	Spain	Renewed	1721080	9/21/1992	1721080	4/20/1994
LAVA	Switzerland	Registered	4944/1999	6/4/1999	466416	11/4/1999
LAVA BRAND AND DESIGN	Switzerland	Registered	51572/2003	5/9/2003	516598	12/16/2003
LAVA LITE	Switzerland	Registered	6928/19923	8/26/1992	400133	4/22/1993
LAVA LITE	United Kingdom	Renewed	1567615	4/5/1994	1567615	4/7/1995

PATENTS						
Title	Country	Status	App. No.	Filing Date	Patent Number	Issue Date
Color Changing Lighting Device	United States of America	Issued	12/057,719	3/28/2008	7,717,581	5/18/2010
Multi-Colored Lighting Device	United States of America	Issued	12/017,950	1/22/2008	7,871,173	1/18/2011

# EXHIBIT B

# TRADEMARK REGISTRATIONS TO BE ABANDONED

See Attached

TRADEMARK 1437723 v.2
REEL: 004620 FRAME: 0395

Country	Status	App. No	Filing Date	Reg No	Reg. Date
United States of America	Registered	76/075244	6/20/2000	2566730	5/7/2002
United States of America	Registered	78/392098	3/28/2004	3064412	2/28/2006
United States of America	Registered	78/280867	7/30/2003	3017248	11/22/2005
United States of America	Registered	78/460866	8/3/2004	3094194	5/16/2006
United States of America	Renewed	73/799141	5/8/1989	1649510	7/2/1991
	United States of America United States of America United States of America United States of America	United States of America Registered	United States of America Registered 76/075244 United States of America Registered 78/392098 United States of America Registered 78/280867 United States of America Registered 78/460866	United States of America Registered 76/075244 6/20/2000 United States of America Registered 78/392098 3/28/2004 United States of America Registered 78/280867 7/30/2003 United States of America Registered 78/460866 8/3/2004	United States of America Registered 76/075244 6/20/2000 2566730 United States of America Registered 78/392098 3/28/2004 3064412 United States of America Registered 78/280867 7/30/2003 3017248 United States of America Registered 78/460866 8/3/2004 3094194

RECORDED: 09/09/2011