

## 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
ANGEL LIGHTING, LLC		07/28/2011	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	NITE IZE, INC.		
Street Address:	5660 Central Avenue		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2996190	BRIMLIGHT	
Registration Number:	3860642	BRIMLIGHT	
CORRESPONDENCE DATA			
Fax Number:	(303)894-9239		
Phone:	303-830-1776		
Email:	IPDocketing@pattonboggs.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Patton Boggs LLP		
Address Line 1:	1801 California Street		
Address Line 2:	Suite 4900		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	024338.0188TMUS		
NAME OF SUBMITTER:	Robert P. Ziemian		

Signature:	/RPZ/
Date:	02/02/2012
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

Exhibit D

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this ~~28~~ day of July, 2011, by Angel Lighting, LLC (hereinafter referred to as "Assignor"), a Michigan Limited Liability Company located at 6834 Preserve Drive North, Bay Harbor, MI 49770;

WHEREAS, Assignor has invented certain new and useful improvements in lighting technology, set forth in United States Patent No. 7,000,841 (filed 5/16/03, issued 2/21/06), United States Patent No. 7,431,472 (filed 1/11/06, issued 10/7/08), Canadian Patent No. 2,525,581 (filed 5/17/2004, issued 11/28/2006), European Patent Application No. 04752658.71 (Publication No. EP1639294) (filed 5/17/2004) (collectively, the "Patents");

WHEREAS, Assignor has secured United States Trademarks for, among other things, the "BRIMLIGHT" mark, set forth in Registration No. 3,860,642 (Principal-2F, filed 3/9/10, issued 10/12/10) and Registration No. 2,996,190 (Supplemental, filed 5/19/04, issued 9/13/05) (collectively, the "Trademarks"); and

WHEREAS, Nite Ize, Inc., a Colorado corporation organized under and pursuant to the laws of United States of America having its principal place of business at 5660 Central Avenue, Boulder, Colorado, 80301 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Patents, and any continuation, divisional, provisional, renewal, substitute, reissue or re-examination thereof in the United States and its territories and possessions and corresponding world-wide foreign patent rights, in all foreign countries, including any foreign Patents and all rights to claim priority; and, the full and exclusive right, title, and interest in and to the Trademarks, including any and all United States trademark applications, and any U.S. or foreign trademarks, and any and all related trademarks developed by or acquired by ANGEL as of the date of this Assignment.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned Patents, any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made; and, the full and exclusive right, title, and interest in and to the Trademarks, including any and all United States trademark applications, and any U.S. or foreign trademarks, and any and all related trademarks developed by or acquired by ANGEL as of the date of this Assignment.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or

that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said Patents and Trademarks, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Trademark, Patent and any applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Trademarks, inventions, said Patents, or said utility application for Letters Patent, or any proceeding in connection with any Trademark, Patent, Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said United States Trademarks and Patents of the United States to Assignee, as Assignee of said Trademarks, inventions, Patents and any Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

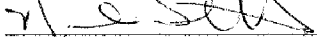
AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

PATTON BOGGS LLP

All practitioners at Customer Number 24283

AND Assignor acknowledges an obligation of assignment of this invention to Assignee the time the invention was made.

Date: 7/23/11

Signature: 

FILED