

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
GBES, LLC	FORMERLY Emess Design Group, LLC	04/27/2011	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Evolution Acquisition Company		
Street Address:	2601 S. Bayshore Drive, Suite 1475		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33133		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1701647	ALSY	
Registration Number:	2611743	CRESSWELL	
CORRESPONDENCE DATA			
Fax Number:	(305)358-3309		
Phone:	813-374-8890		
Email:	afernandez@FeldmanGale.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:	Alejandro J. Fernandez		
Address Line 1:	400 N Tampa Street		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	EVOLUTION LIGHTING		
NAME OF SUBMITTER:	Alejandro J. Fernandez		
Signature:	/Alejandro J. Fernandez/		

CH \$65.00 1701647

Date:

02/07/2012

Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property, dated April 27, 2011 (this "Agreement"), is between GBES, LLC (f/k/a Emess Design Group, LLC), an Illinois limited liability company (the "Seller"), and Evolution Acquisition Company, LLC, a Delaware limited liability company (the "Buyer").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated the date hereof, by and among the Seller, Emess/Nicole, LLC, a Delaware limited liability company and sole member of the Seller, and the Buyer (the "Purchase Agreement"), the Seller agreed to sell, and the Buyer agreed to buy, the Purchased Assets, including without limitation all Intellectual Property Rights owned or used by Seller in the Business and listed on Exhibit A hereto (the "Intellectual Property"). Capitalized terms used herein not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. The Seller hereby irrevocably conveys, transfers and assigns to the Buyer all worldwide right, title and interest in and to the Intellectual Property, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith free and clear of all Liens and Claims. The assignment of the Intellectual Property granted herein includes an assignment of all goodwill associated therewith.

2. The Buyer and the Seller hereby agree to execute and deliver any and all additional documents that the Buyer or the Seller may reasonably request in order to more fully effect the agreements set forth in this Assignment.

3. The undertakings, covenants, and agreements set forth herein shall be binding upon and inure to the benefit of the Buyer and the Seller and their respective successors and assigns.

4. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Florida.

5. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one instrument. Signatures obtained via facsimile, photocopy, or electronic photocopy (i.e., ".pdf") shall be deemed originals in all cases.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Assignment of Intellectual Property as of the date first written above.

EMESS DESIGN GROUP, LLC
EBES, LLC

By: *Mark A. Bounds*
Name: *Mark A. Bounds*
Title: *Chief Executive Officer - Vice President*

EVOLUTION ACQUISITION COMPANY, LLC

By: *A. Corydon Meyer*
Name: *A. Corydon Meyer*
Title: *Chief Executive Officer*

EXHIBIT A

TRADEMARKS

Country	Mark	Appln No.	Appln. Date	Reg. No.	Reg. Date	Status
Canada	Cresswell (Monitor Only)	1208951	03/04/2004	TMA773835	08/06/2010	Allowed
United States	Alsy	74169237	05/23/1991	1701647	07/21/1992	Registered
United States	Weatherpruf by Alsy	76664141	08/04/2006	3278363	08/14/2007	Registered
United States	Cresswell	76141147	10/05/2000	2611743	08/27/2002	Registered
Mexico	Cresswell			681699	07/04/2001	Registered, to be re-registered this year

DOMAIN NAME REGISTRATIONS

Domain Name	Account No.	Private	Folder	Auto Renew	Expiration Date	WHOIS Administrative Contact
emessdesign.com					08/16/2011	Network Solutions
alsyighting.com					Domain Pointer Only	Network Solutions
cresswellighting.com					Domain Pointer Only	Network Solutions
edgllc.com					03/21/2012	Network Solutions