

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---------------------------------|---|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Chicago Miniature Lighting, LLC | | 07/12/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | VISUAL COMMUNICATIONS COMPANY, LLC | | |
| Street Address: | 12780 DANIELSON CT STE A | | |
| City: | POWAY | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92064 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1262277 | SPACESETTER | |
| Registration Number: | 1295843 | STATUSPAK | |
| Registration Number: | 2419671 | PROVISION | |
| Registration Number: | 3272257 | TUFFLED | |
| Registration Number: | 3272256 | TUFFLED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6508384350 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 6508384300 | | |
| Email: | zlu@perkinscoie.com | | |
| Correspondent Name: | Perkins Coie LLP | | |
| Address Line 1: | P.O.BOX 1208 | | |
| Address Line 4: | Seattle, WASHINGTON 98111-1208 | | |
| ATTORNEY DOCKET NUMBER: | 78874-4000 | | |

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| | |
|---|--------------------|
| NAME OF SUBMITTER: | Brian R. Coleman |
| Signature: | /Brian R. Coleman/ |
| Date: | 01/09/2013 |
| Total Attachments: 5 source=Tall Tower_VCC - Chicago Miniature Lighting - Assignment of Servicemarks_Trademarks#page1.tif source=Tall Tower_VCC - Chicago Miniature Lighting - Assignment of Servicemarks_Trademarks#page2.tif source=Tall Tower_VCC - Chicago Miniature Lighting - Assignment of Servicemarks_Trademarks#page3.tif source=Tall Tower_VCC - Chicago Miniature Lighting - Assignment of Servicemarks_Trademarks#page4.tif source=Tall Tower_VCC - Chicago Miniature Lighting - Assignment of Servicemarks_Trademarks#page5.tif | |

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of July 16, 2012, by and between Chicago Miniature Lighting, LLC, a Delaware limited liability company (the "*Assignor*"), and Visual Communications Company, LLC, a California limited liability company (the "*Assignee*"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement of even date herewith (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Acquisition Assets, including without limitation the servicemarks, trademarks and trade names of Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such assets; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's Marks, including without limitation the servicemarks, trademarks, servicemark applications, trademark applications and trade names listed on Schedule A hereto and incorporated herein by reference.

AGREEMENT

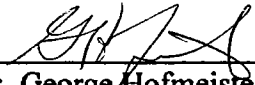
NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof, as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws thereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Servicemarks and Trademarks as of the date first above written.

Chicago Miniature Lighting, LLC


By: 
Name: George Hofmeister
Title: Chairman

[SEAL]

State of Kentucky)
County of Fayette) ss.:
)

On this 12th day of July, 2012, before me, Kristin Marsh, personally appeared George Hofmeister, of Chicago Miniature Lighting, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

SIGNATURE PAGE TO ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

TRADEMARK
REEL: 004939 FRAME: 0613

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Servicemarks and Trademarks as of the date first above written.

**Visual Communications Company, LLC
a California limited liability company**

By: 

Name: Andrew P. Zanelli

Title: President and CEO

SIGNATURE PAGE TO ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

**TRADEMARK
REEL: 004939 FRAME: 0614**

Schedule A

Registered Servicemarks and Trademarks

| <u>Servicemark/Trademark</u> | <u>U.S. or Canadian Reg. No.</u> | <u>Registration Date</u> |
|-------------------------------------|---|---------------------------------|
| SPACESETTER | 1,262,277 | 12/27/83 |
| STATUSPAK | 1,295,843 | 09/18/84 |
| PROVISION | 2,419,671 | 01/09/01 |
| TUFFLED | 3,272,257 | 07/31/07 |
| TUFFLED (Stylized) | 3,272,256 | 07/31/07 |

Unregistered Servicemarks and Trademarks

None

Pending Servicemark or Trademark Applications

None

Trade Names

Chicago Miniature Lamp