

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Creek Capital, LLC		10/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Permlight Products, Inc.		
Street Address:	422 W. 6th Street		
City:	Tustin		
State/Country:	CALIFORNIA		
Postal Code:	92780		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3455646	PERMLIGHT	
Registration Number:	3455645	PERMLIGHT	
Registration Number:	3157616		
Registration Number:	3153630	HI-EF	
Registration Number:	3149495	TWISTE-R	
Registration Number:	3591836	ENBRYTEN	
Serial Number:	77582431	THERMADJUST	
Serial Number:	77498179	BRILLIA	
Serial Number:	77437616	WHERE'S THE BULB?	
Serial Number:	77437601	KEEPING INNOVATIVE SOLUTIONS SIMPLE	
Registration Number:	2638179	LED'R LIGHT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4083694047		
Email:	kburke@bfifinance.com		
Correspondent Name:	Karen Burke		
Address Line 1:	851 E. Hamilton Avenue, 2nd Floor		
Address Line 2:	BFI Business Finance		

OP \$290.00 3455646

TRADEMARK

Address Line 4:	Campbell, CALIFORNIA 95008
ATTORNEY DOCKET NUMBER:	F149198
NAME OF SUBMITTER:	Stephen P. Darlington
SIGNATURE:	/Stephen P. Darlington/
DATE SIGNED:	04/03/2014
Total Attachments: 6 source=Permlight Release of Trademarks#page2.tif source=Permlight Release of Trademarks#page3.tif source=Permlight Release of Trademarks#page4.tif source=Permlight Release of Trademarks#page5.tif source=Permlight Release of Trademarks#page6.tif source=Permlight Release of Trademarks#page7.tif	

TERMINATION OF INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS

This Termination of Interest in Patents, Trademarks, and Copyrights (this "Termination") is executed as of **October 30 2013**, by **Diamond Creek Capital, LLC**, a Delaware limited liability company, whose address and principal place of business is **26 Orange Blossom Circle #10, Ladera Ranch, California 92694** (the "Lender") with reference to that certain **Intellectual Property Security Agreement** dated **May 28, 2010** (the "Agreement") by and between **Permlight Products, Inc.**, a California corporation whose address and principal place of business is **422 W. 6th Street, Tustin, California 92780** (the "Debtor") and Lender. Initially capitalized terms not defined in this Termination shall have the meanings set forth in the Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Lender hereby releases the security interests granted by Debtor to the Lender with respect to all **patents and trademarks** described in the Agreement. A true and correct copy of the proof of recordation with the United States Patent and Trademark Office is attached hereto as **Exhibit A**.

To the extent that Lender shall be deemed to have any right, title or interest in the **copyrights**, Lender hereby retransfers and reassigns all of such right, title and interest to the Debtor of all such right, title and interest, without representation or warranty of any kind whatsoever.

This Termination shall be governed by the laws of the State of California.

In witness whereof, the Lender has caused this Termination to be executed by its duly authorized officer as of the date first above written.

Diamond Creek Capital, LLC

By:  _____

Print Name: JOHN DEVENNY II

Print Title: MANAGING DIRECTOR

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 28, 2010 by and between DIAMOND CREEK CAPITAL, LLC ("Lender") and PERMLIGHT PRODUCTS, INC., a California corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired as provided in that certain Security Agreement by and between Lender and Grantor (as amended from time to time, the "Security Agreement")

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement and the Security Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

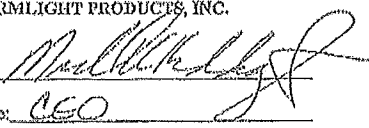
Address of Borrower:

422 West Sixth Street
Tustin, CA 92780
Attn:

PERMLIGHT PRODUCTS, INC.

By:

Title:


CEO

Address of Lender:

26 Orange Blossom Circle, #10
Ladera Ranch, CA 92694

DIAMOND CREEK CAPITAL, LLC

By: _____

Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 23, 2010 by and between DIAMOND CREEK CAPITAL, LLC ("Lender") and PERMLIGHT PRODUCTS, INC., a California corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired as provided in that certain Security Agreement by and between Lender and Grantor (as amended from time to time, the "Security Agreement")

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement and the Security Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

PERMLIGHT PRODUCTS, INC.

422 West Sixth Street
Tustin, CA 92780
Attn:

By: _____

Title: _____

Address of Lender:

DIAMOND CREEK CAPITAL, LLC

26 Orange Blossom Circle, #10
Ladera Ranch, CA 92694

By: [Signature]

Title: MANAGING DIRECTOR

EXHIBIT A

Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
PERMLIGHT (and design)	3,455,646 ✓	06/24/08
PERMLIGHT (design only)	3,455,645 ✓	06/24/08
HI-EF	3,157,616 ✓	10/17/06
TWISTE-R	3,153,630 ✓	10/10/06
ENBRYTEN	3,149,495 ✓	09/26/06
THERMADJUST	3,591,836 ✓	03/17/09
BRILLIA	77/582,431 ✓	09/30/08
WHERE'S THE BULB?	77/498,179 ✓	06/13/08
KEEPING INNOVATIVE SOLUTIONS SIMPLE	77/437,616 ✓	04/02/08
LED'R LIGHT	77/437,601 ✓	04/02/08
	2,638,179 ✓	10/22/02



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: [4234/0956](#)

[View Recorded Assignment](#)

Pages: 8

Recorded: 06/11/2010

Conveyance: SECURITY AGREEMENT

Total properties: 11

1	Serial #: 76073252 Mark: LED'R LIGHT	Filing Dt: 06/20/2000	Reg #: 2638179 ✓	Reg. Dt: 10/22/2002
2	Serial #: 77100842 Mark: ENBRYTEN	Filing Dt: 02/06/2007	Reg #: 3591836 ✓	Reg. Dt: 03/17/2009
3	Serial #: 77437601 ✓ Mark: KEEPING INNOVATIVE SOLUTIONS SIMPLE	Filing Dt: 04/02/2008	Reg #: NONE <i>77/437,601</i>	Reg. Dt:
4	Serial #: 77437616 ✓ Mark: WHERE'S THE BULB?	Filing Dt: 04/02/2008	Reg #: NONE <i>77/437,616</i>	Reg. Dt:
5	Serial #: 77498179 ✓ Mark: BRILLIA	Filing Dt: 06/13/2008	Reg #: 3674156 <i>77/498,179</i>	Reg. Dt: 08/25/2009
6	Serial #: 77582431 ✓ Mark: THERMADJUST	Filing Dt: 09/30/2008	Reg #: 3758652 <i>77/582,431</i>	Reg. Dt: 03/09/2010
7	Serial #: 78380389 Mark: TWISTE-R	Filing Dt: 03/08/2004	Reg #: 3149495 ✓	Reg. Dt: 09/26/2006
8	Serial #: 78722523 Mark: HI-EF	Filing Dt: 09/28/2005	Reg #: 3153630 ✓	Reg. Dt: 10/10/2006
9	Serial #: 78724122 Mark:	Filing Dt: 09/30/2005	Reg #: 3157616 ✓	Reg. Dt: 10/17/2006
10	Serial #: 78897532 Mark: PERMLIGHT	Filing Dt: 05/31/2006	Reg #: 3455645 ✓	Reg. Dt: 06/24/2008
11	Serial #: 78897536 Mark: PERMLIGHT	Filing Dt: 05/31/2006	Reg #: 3455646 ✓	Reg. Dt: 06/24/2008

Assignor

1 [PERMLIGHT PRODUCTS, INC.](#)

Exec Dt: 05/28/2010
Entity Type: CORPORATION
Citizenship: CALIFORNIA

Assignee

1 [DIAMOND CREEK CAPITAL, LLC](#)
26 ORANGE BLOSSOM CIRCLE, STE. 10
LADERA RANCH, CALIFORNIA 92694

Entity Type: LLC
Citizenship: UNITED STATES

Correspondence name and address

SCOTT SANTAGATA
999 CORPORATE DRIVE, SUITE 200
LADERA RANCH, CA 92694

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.3.4
Web interface last modified: Jul 8, 2013 v.2.3.4

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