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102946960

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**DELTA ELECTRONICS INC.**

- Individual(s)
- General Partnership
- Corporation-State **Taiwan, R.O.C.**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **November 1, 2004**

2. Name and address of receiving party(ies):

Name: **LUXEON INTERNATIONAL HOLDING LTD.**

Internal Address: **SEE ATTACHED SHEET FOR**

Street Address: **COMPLETE ADDRESS INFO**

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **British Virgin Island**

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

02/23/2005 6TON11 00000009 2317827  
01 FC:8521 40.00 DP

Additional numbers

B. Trademark / Service Mark Registration No.(s)

2,317,827

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **KEVIN J. DUNLEAVY**

Internal Address:

**KNOBLE YOSHIDA & DUNLEAVY, LLC**

Street Address: **EIGHT PENN CENTER, SUITE 1350**

**1628 JOHN F. KENNEDY BLVD.**

City: **PHILADELPHIA** State: **PA** ZIP: **19103**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**KEVIN J. DUNLEAVY**

Name of Person Signing

Signature

**JANUARY 14, 2005**

Date

Total number of pages including cover sheet, attachments, and

3

Mail documents to be recorded with required cover sheet information to:

Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**

**REEL: 003123 FRAME: 0397**

DEEP-1036US

CONTINUATION OF BOX 2.

LUXEON INTERNATIONAL HOLDING LTD.  
BEAUFORT HOUSE, P.O. BOX 438  
ROAD TOWN, TORTOLA  
BRITISH VIRGIN ISLANDS

ASSIGNMENT

This AGREEMENT, made as of the 1 day of November, 2004

BETWEEN

DELTA ELECTRONICS INC. organized under the existing laws of Taiwan, R.O.C., having a business place at No. 186, Ruey Kuang Rd., Neihu, Taipei 114, Taiwan, R.O.C. and referred to as "the Assignor".

LUXEON INTERNATIONAL HOLDING LTD. organized under the existing laws of British Virgin Islands, having a business place at Beaufort House, P.O. Box 438, Road Town, Tortola, British Virgin Islands and referred to as "the Assignee".

WHEREAS, the Assignor is the owner of, and has adopted, used and is using in commerce, the trademark "VIVITEK" for the goods/services "Television receivers, computers, computer monitors, liquid crystal data displays of audio and video apparatus, helmet mounted liquid crystal displays, liquid crystal displays for automatic teller machines, liquid crystal displays for banking machines, liquid crystal displays for point of sale terminals, liquid crystal displays for video games, graphic liquid crystal displays, character liquid crystal display devices, electronic projectors, front projectors, rear projectors, 3D eye glasses and 3D liquid crystal displays" categorized into the International Class 9;

WHEREAS,

- 1) The Assignor is the registered proprietor of US Trademark Registration No. 2,317,827 issued February 15, 2000 ("the Trademark") for the mark "VIVITEK";
2) The parties to this Assignment have agreed that the Trademark should be transferred to the Assignee for the consideration hereinafter set forth.

NOW IT IS HEREBY AGREED as follows:

In consideration of the sum of one US dollars (USD1) and the other good/valuable consideration (the receipt of which is hereby acknowledged by the Assignor), the Assignor as beneficial owner hereby assigns to the Assignee:

- a) the Registrations,
b) the goodwill in the business in the goods specified in the Registrations and
c) the right to institute and to maintain proceedings for passing off or trademark infringement against any person who in the past has wrongfully used or now or hereinafter wrongfully uses the Trademarks.

TO HOLD unto the Assignee absolutely,

The Assignor covenants that it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable or both to secure the vesting in the Assignee of all rights assigned to the Assignee herein under and to assist in the resolution of any question concerning the Trademarks.

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed and delivered by its representative as of the date first above written.

DELTA ELECTRONICS INC.

LUXEON INTERNATIONAL HOLDING LTD.

By: Yancey Hai
Name: Yancey Hai
Title: Vice Chairman/CEO
Date of Signing: November 1, 2004
Place of Signing: Taiwan, R.O.C.

By: Eric Chin
Name: Eric Chin
Title: President
Date of Signing: November 1, 2004
Place of Signing: Taiwan, R.O.C.