

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Contrast Lighting Services, Inc.		08/26/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Litepanels, Inc.		
Street Address:	10932 Burbank Boulevard		
City:	North Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	91601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2833382	RINGLITE	
CORRESPONDENCE DATA			
Fax Number:	(212)836-8000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jdilauro@kayescholer.com		
Correspondent Name:	Joseph Di Lauro c/o Kaye Scholer LLP		
Address Line 1:	425 Park Avenue		
Address Line 4:	New York, NEW YORK 10022-3598		
ATTORNEY DOCKET NUMBER:	63630-0034		
NAME OF SUBMITTER:	Joseph Di Lauro		
Signature:	/joseph di lauro/		
Date:	09/29/2008		

CH \$40.00 2833382

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "*Assignment*") is made as of August 26, 2008, by and between Litepanels Inc., a Delaware corporation ("*Assignee*") and Contrast Lighting Services, Inc., a California corporation ("*Assignor*").

WHEREAS, Assignor owns all legal and beneficial right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto;

WHEREAS, Assignee desires to acquire, and Assignor desires to transfer and assign to Assignee, all right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto, including all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor's legal and beneficial right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto, together with the goodwill of the business associated with such trademarks and registrations.

The rights transferred by this Assignment include the right to bring all legal actions related to the trademarks and registrations listed on Exhibit A hereto, including actions for any infringement, whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.

Assignor shall promptly cooperate with and take such further actions and execute all such further assignments, instruments, powers of attorney and documents as Assignee requests which are necessary or desirable in order to fully vest legal and beneficial ownership of the trademarks listed in Exhibit A hereto in Assignee. Assignor hereby agrees that Assignee is hereby authorized as the lawful attorney-in-fact of Assignor to do, in Assignor's name and on Assignor's behalf, any and all acts and deeds and execute and deliver any such assignments, instruments or documents as Assignee may deem requisite, necessary or proper to fully vest in Assignee legal and beneficial ownership of the trademarks listed in Exhibit A hereto, and Assignor hereby ratifies and confirms that the authority conferred herein is a power-of-attorney that is coupled with an interest, is irrevocable and not subject to termination by Assignor.

This Assignment shall be governed by the internal laws of the State of California without regard to principles of conflicts of law. This Assignment may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned hereby executes this Assignment as of the date first above written.

CONTRAST LIGHTING SERVICES, INC.

By: Rudy G. Pohlert
Name: Rudy Pohlert
Its: President

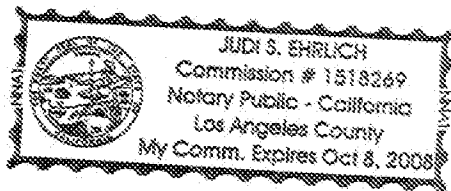
State of California)
County of Los Angeles) ss

On August 21, 2008 before me, Judi S. Ehrlich, a Notary Public in and for said County and State, personally appeared Rudy Pohlert who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Judi S. Ehrlich (Seal)

My Commission Expires: Oct 8, 2008



[Signature page to Trademark Assignment Agreement]

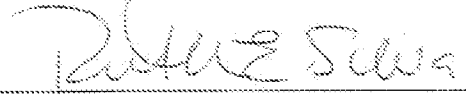
LITEPANELS INC.

By: 
Michael L. Martell, Secretary

State of New York)
) ss.:
County of New York)

On August 27, 2008, before me, Ruth E. Silva, a Notary Public in and for said County and State, personally appeared Michael L. Martell, who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of New York that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)

My Commission Expires: July 9, 2010

RUTH E. SILVA
Notary Public, State of New York
No. 01514989051
Qualified in Queens County
Commission Expires July 9, 2010

[Signature page to Trademark Assignment Agreement]

Exhibit A

Trademark and Trademark Applications

DOCKET	COUNTRY	PRIORITY INFO.	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	MARK	INT'L CLASS/GOODS	STATUS	ASSIGNEE
-0004	US	N/A	76/333,274 11/1/01	2,833,382 4/13/04	RINGLITE	Int'l Class: 011 Electrical apparatus for lighting, namely, portable lighting fixtures, camera-mounted lighting fixtures, variable intensity lighting fixtures, and lighting effects units consisting of electric lighting fixtures for producing special lighting effects, all in the fields of television, film and video production, still photography, digital photography, cinematography, stage and other live performances, and the visual arts	<u>Registered Supplemental Register</u> Section 8 declaration due 4/13/10 Renewal due 4/13/14	Contrast Lighting Services, Inc.
-0023	Brazil	N/A	827,666,276 8/23/05		RINGLITE	Int'l Class: 011 Electrical apparatus for lighting, namely, portable lighting fixtures, camera-mounted lighting fixtures, variable intensity lighting fixtures, and lighting effects units consisting of electric lighting fixtures for producing special lighting effects, all in the fields of television, film and video production, still photography, digital photography, cinematography, stage and other live performances, and the visual arts	<u>Application Pending</u> Application granted & registration fee paid. The certificate of registration should issue in due course.	Contrast Lighting Services, Inc.

[Exhibit A to the Trademark Assignment Agreement]

DOCKET	COUNTRY	PRIORITY INFO.	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	MARK	INT'L CLASS/GOODS	STATUS	ASSIGNEE
-0023	China	N/A	4,857,735 8/25/05		RINGLITE	Int'l Class: 011 Electrical apparatus for lighting, namely, portable lighting fixtures, camera-mounted lighting fixtures, variable intensity lighting fixtures, and lighting effects units consisting of electric lighting fixtures for producing special lighting effects, all in the field of television, film and video production, still photography, digital photography, cinematography, stage and other live performances, and the visual arts	Application Pending	Contrast Lighting Services, Inc.

[Exhibit A to the Trademark Assignment Agreement]