

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Attached Trademark Assignment document from 4 pages to 6 pages previously recorded on Reel 004168 Frame 0385. Assignor(s) hereby confirms the new assignment, assigns the entire interest and the goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atom Lighting, Inc.		03/15/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Alan Brynjolfsson		
Street Address:	17027 Candeleda de Avila		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33613		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3280607	VOLT	
CORRESPONDENCE DATA			
Fax Number:	(602)382-6070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-382-6572		
Email:	enielsen@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P. E.M. Nielsen		
Address Line 1:	One Arizona Center		
Address Line 2:	400 East Van Buren		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	40374.3500		
NAME OF SUBMITTER:	Eric Nielsen		

CH \$40.00 3280607

900157421

**TRADEMARK
 REEL: 004170 FRAME: 0143**

Signature:	/Eric Nielsen/
Date:	03/18/2010
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

EXHIBIT A
TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 15 day of ~~April~~ ^{March} 2010, by and between Atom Lighting, Inc., an Arizona corporation with a mailing address of 3010 East Elwood Street, Phoenix, AZ 85040 ("Atom") and Alan Brynjolfsson, a Florida resident with a mailing address of 17027 Candeleda de Avila, Tampa, FL 33613 ("Brynjolfsson").

WHEREAS, Atom owns exclusive rights in U.S. Trademark Registration No. 3,280,607 for the mark VOLT®, registered on August 14, 2007, in IC 011 for architectural and landscape electric lighting fixtures (the "Volt Registration"). The mark VOLT® embodied in the Volt Registration shall be referred to hereinafter as the "VOLT® Mark";

WHEREAS, Brynjolfsson and Atom have entered into that certain Settlement Agreement dated March 15, 2010 (the "Settlement Agreement"), pursuant to which Brynjolfsson is acquiring all of Atom's right, title and interest in and to the VOLT® Mark and Volt Registration.

NOW, THEREFORE, for and in consideration of the premises set forth above and in the Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Atom does hereby sell, assign, convey and transfer unto Brynjolfsson, its successors, assigns, and legal representatives, Atom's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the VOLT® Mark and Volt Registration and the goodwill associated with the use of, or symbolized by, the VOLT® Mark, the same to be held and enjoyed by Brynjolfsson, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the VOLT® Mark or Volt Registration, along with the right to sue for past infringements and collect same for Brynjolfsson's sole use and enjoyment. Atom will execute all documents, papers, forms, and authorizations and take all actions necessary for securing, completing, or vesting in Brynjolfsson full right, title, and interest in the VOLT® Mark and Volt Registration.

Subject to the terms and conditions of a license agreement between Atom and Brynjolfsson dated contemporaneously with the date of this Agreement (the "Trademark License Back"), Brynjolfsson hereby grants to Atom a non-exclusive, royalty-free, perpetual license back to use the VOLT® Mark in connection with one product (whether an existing or future product) in Atom's exterior lighting equipment business, at Atom's sole choosing, provided Atom's use of the VOLT® Mark in connection with that one product is not in any stylized form that is confusingly similar to any stylized form of the VOLT® Mark adopted and used by Brynjolfsson or his assigns. For the avoidance of doubt, Brynjolfsson hereby acknowledges and consents to Atom's use of the VOLT® Mark consistent with the form set forth on Exhibit "A".

Atom authorizes the Director of the United States Patent & Trademark Office ("USPTO"), and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Volt Registration and title thereto as the property of Brynjolfsson, its successors, assigns, and legal representatives, in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Brynjolfsson is hereby authorized to record this Assignment with the USPTO and any similar office of any country or countries foreign to the United States.

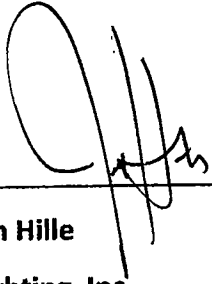
Atom does hereby further sell, assign, convey and transfer unto Brynjolfsson, its successors, assigns, and legal representatives, any and all claims that Atom may hold for damages for reason of past, present or future infringement of the VOLT® Mark and/or Volt Registration.

Atom warrants and represents to Brynjolfsson, as of the date of this Assignment and as of the date of the Second Payment under the Settlement Agreement, the following: (i) Atom has the right, power, and authority to enter into this Assignment, (ii) Atom is the exclusive owner of all right, title, and interest in the VOLT® Mark and Volt Registration, (iii) the VOLT® Mark and Volt Registration are free of any liens, security interests, encumbrances, or licenses (other than the Trademark License Back), (iv) to Atom's knowledge, its use of the VOLT® Mark does not infringe upon the rights of any person or entity, (v) there are no claims pending or threatened with respect to Atom's rights in the VOLT® Mark or Volt Registration, (vi) to Atom's

constructive knowledge, it is not subject to any agreement, judgment, or order inconsistent with the terms of this Assignment, and (vii) Atom has not transferred, assigned, or granted to any other party any right, title, or interest, in whole or in part, in the VOLT® Mark or Volt Registration. For a term beginning on the execution date of this Assignment and ending on January 30, 2013, Atom shall indemnify, defend, and hold harmless Brynjolfsson and his heirs, assignees, successors, and legal and personal representatives from and against all cost, loss, damage, expense, claim, liability, judgment, and obligation (including fines, interest, attorneys' fees and expenses, and amounts paid in settlement) incurred by any of them during such term arising out of a breach of any covenant, warranty, or representation by Atom in this Assignment. Notwithstanding anything to the contrary contained herein, the foregoing indemnification liability shall not exceed the sum of Thirteen Thousand Four Hundred and Ninety-Nine Dollars (\$13,499.00).

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Atom and Brynjolfsson, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

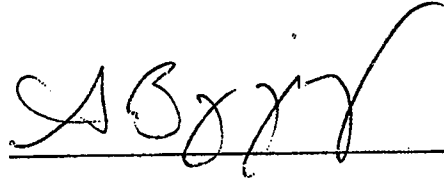
IN WITNESS WHEREOF, each of the Parties has executed this Assignment, or has caused this Assignment to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.



Jonathan Hille
Atom Lighting, Inc.

03.16.10

Date



Alan Brynjolfsson

3/15/10

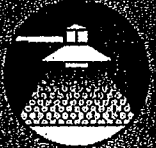
Date

atom  lighting®

0447 volt® fixture (brass matte finish)

master carton
retail packages enclosed

quantity	six (6)
gross weight	11 lbs.
packaged date	

fixture composition:	brass injection die-cast	finish:	
energy consumption:	12 volt/20 watt		brass
qty:	contents of box:	 architectural	
1	atom volt® 0447 brass faceplate		
1	atom frosted glass faceplate lens (installed)		
1	atom volt® 0447 composite lamp housing		
1	atom i-3 2-pin g4 20 watt lamp (installed)		

engineered by science®

atom lighting corporate headquarters
170 south william dillard drive
building 6 | suite 117
gilbert, arizona 85233 u.s.a.
www.atomlighting.com

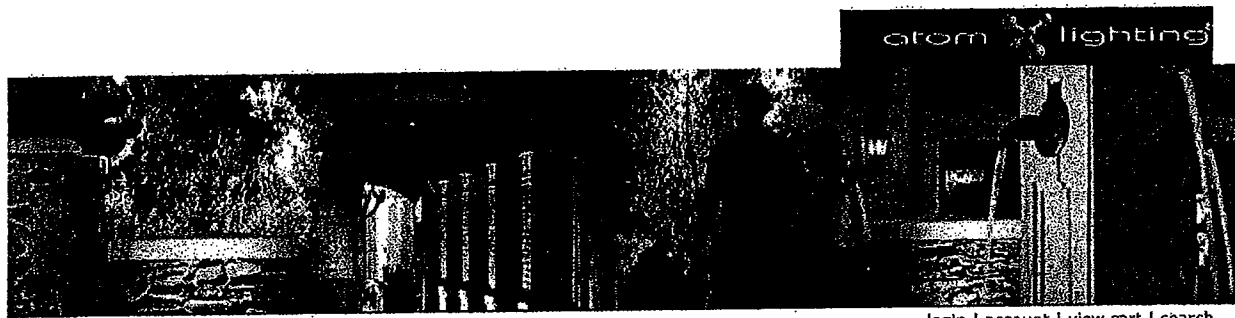
use only with low voltage
landscape lighting power supply

made in china



Exhibit A

TRADEMARK
REEL: 004170 FRAME: 0149



atom lighting

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engineered by science[®]

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