

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEDALITE ARCHITECTURAL PRODUCTS		12/22/2009	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	LUMEC INC.
Street Address:	640 Cure Boivin
City:	Boisbriand, Province of Quebec, J7G 2A7
State/Country:	CANADA
Entity Type:	COMPANY: CANADA

Name:	LUMEC HOLDING CORP.
Street Address:	Suite 2600, Three Bentall Centre, P.O. Box 49314, 595 Burrard Street
City:	Vancouver, V7X 1L3
State/Country:	CANADA
Entity Type:	COMPANY: CANADA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2709952	ACHIEVA
Registration Number:	2920063	CENTRIS
Registration Number:	3181898	EDAPT
Registration Number:	3235261	ENDEAVOR
Registration Number:	2559122	ERGOLIGHT
Registration Number:	1906437	FLEXXA
Registration Number:	1472137	LEDALITE
Registration Number:	2705271	MESOOPTICS
Registration Number:	3074476	PUREFX

900197276

**TRADEMARK
 REEL: 004585 FRAME: 0135**

CH \$340.00 2709952

Registration Number:	2949717	QUARTET
Registration Number:	3350129	RESPONSE
Registration Number:	3280798	THRIVE
Registration Number:	3704962	VERGE

CORRESPONDENCE DATA

Fax Number: (914)333-9692
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (914) 945-6000
Email: Kate.Asher@philips.com, Lillian.Drumheller@philips.com
Correspondent Name: KATHLEEN ASHER, ESQ.
Address Line 1: P.O. BOX 3001
Address Line 2: IP&S
Address Line 4: BRIARCLIFF MANOR, NEW YORK 10510-8001

ATTORNEY DOCKET NUMBER: CENTRIS &12 STEP 1 #39351

DOMESTIC REPRESENTATIVE

Name: KATHLEEN ASHER, EDWARD W. GOODMAN
Address Line 1: P.O. BOX 3001
Address Line 2: IP&S
Address Line 4: BRIARCLIFF MANOR, NEW YORK 10510-8001

DOMESTIC REPRESENTATIVE

Name: KATHLEEN ASHER, EDWARD W. GOODMAN
Address Line 1: P.O. BOX 3001
Address Line 2: IP&S
Address Line 4: BRIARCLIFF MANOR, NEW YORK 10510-8001

NAME OF SUBMITTER: Lillian K. Drumheller

Signature: /Lillian K. Drumheller/

Date: 07/18/2011

Total Attachments: 7
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SPECIAL RESOLUTION
OF THE PARTNERS OF
LEDALITE ARCHITECTURAL PRODUCTS
(the "Limited Partnership")

Dissolution of the Limited Partnership

WHEREAS Lumec Holding Corp. (the "GP") holds [REDACTED] of the issued and outstanding units of the Limited Partnership

AND WHEREAS Lumec Inc. ("Lumec") holds [REDACTED] of the issued and outstanding units of the Limited Partnership;

AND WHEREAS it is desirable that the GP and Lumec assume an undivided *pro rata* interest in the liabilities of the Limited Partnership prior to the dissolution of the Limited Partnership;

AND WHEREAS in connection with and on the dissolution of the Limited Partnership, it is desirable that the Limited Partnership distribute an undivided interest in each asset of the Limited Partnership *pro rata* to the partners of the Limited Partnership;

AND WHEREAS it is desirable that the Limited Partnership be dissolved [REDACTED]

NOW, THEREFORE, BE IT RESOLVED that:


1. The Limited Partnership be and is hereby authorized, empowered and directed to discharge all of the liabilities of the Limited Partnership prior to the dissolution of the Limited Partnership and, in connection with the dissolution the Limited Partnership shall distribute an undivided interest in each asset of the Limited Partnership *pro rata* to the GP and Lumec respectively, being a distribution of an undivided [REDACTED] interest in each asset of the Limited Partnership to the GP, and a distribution of an undivided [REDACTED] interest in each asset of the Limited Partnership to Lumec.
2. [REDACTED] Dissolution of the Limited Partnership [REDACTED] and the execution and filing of the related joint election and any corresponding provincial tax elections is hereby authorized and approved.
3. Any one director or officer of the GP and John Rim is hereby authorized and directed for and on behalf of the Limited Partnership to take all actions and negotiate, finalize, execute and deliver or cause to be finalized, executed and delivered, under corporate seal or otherwise, all such other documents, agreements, certificates, instruments and other writings as may be considered necessary or desirable in connection with or as contemplated by, or for the purpose of giving effect to, or carrying out the provisions of these resolutions.

4. These resolutions may be executed by the undersigned in separate counterparts, each of which when so executed and delivered shall be an original and all such counterparts constitute one and the same instrument. Delivery of an executed signature page (whether by way of delivery of an originally executed copy of such signature page or by facsimile transmission or other means of electronic transmission of such executed copy of such signature page) shall be as effective as delivery of a manually executed copy of these resolutions.


THE UNDERSIGNED, being all the partners of the Limited Partnership, hereby consent to the above resolutions.

DATED this 22 day of December, 2009.

LUMEC HOLDING CORP. in its capacity as
the general partner of LEDALITE
ARCHITECTURAL PRODUCTS

By: 
Name: David van der Berg
Title: TRUSTEE

LUMEC INC. in its capacity as the limited
partner of LEDALITE ARCHITECTURAL
PRODUCTS

By: 
Name: David van der Berg
Title: TRUSTEE

GENERAL CONVEYANCE AND ASSUMPTION AGREEMENT

THIS AGREEMENT made this 22nd day of December, 2009

BETWEEN:

LEDALITE ARCHITECTURAL PRODUCTS, a limited partnership established under the laws of the Province of Ontario (the "Limited Partnership")

- and -

LUMEC HOLDING CORP, a corporation existing under the laws of the Province of British Columbia ("Lumec Holding")

- and -

LUMEC INC., a corporation existing under the laws of the Province of Quebec ("Lumec")

WHEREAS Lumec Holding holds [REDACTED] of the issued and outstanding units of the Limited Partnership

AND WHEREAS Lumec holds [REDACTED] of the issued and outstanding units of the Limited Partnership;

AND WHEREAS the Lumec Holding and Lumec have determined it is desirable to dissolve the Limited Partnership;

AND WHEREAS it is intended that such dissolution of the Limited Partnership be completed on a tax deferred basis [REDACTED]

AND WHEREAS prior to such dissolution, Lumec Holding and Lumec have assumed the liabilities of the Limited Partnership;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Limited Partnership hereby conveys, assigns, transfers and sets over to Lumec Holding, to have and to hold forever to the use of Lumec Holding, its successors and assigns, all right, title, interest and benefit of every nature in and to, an undivided [REDACTED] interest in each asset of the Limited Partnership (the "Lumec Holding Distributed Assets"), of whatsoever kind and nature and wheresoever situate, all as of the close of business on the date of this Agreement, and without limiting the generality of the foregoing, an undivided [REDACTED] interest in each of the following assets of the Limited Partnership:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]
- (e) all goodwill of the Limited Partnership including any goodwill in the name of the Limited Partnership or any variation thereof.

2. The Limited Partnership hereby conveys, assigns, transfers and sets over to Lumec, to have and to hold forever to the use of Lumec, its successors and assigns, all right, title, interest and benefit of every nature in and to, an undivided [REDACTED] interest in each asset of the Limited Partnership (the "Lumec Distributed Assets"), of whatsoever kind and nature and wheresoever situate, all as of the close of business on the date of this Agreement, and without limiting the generality of the foregoing, an undivided [REDACTED] interest in each of the following assets of the Limited Partnership:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]
- (e) all goodwill of the Limited Partnership including any goodwill in the name of the Limited Partnership or any variation thereof.

3. [REDACTED]

4. 

5. The Limited Partnership shall do, make and execute all such things, documents, instruments or assurances as may be necessary or desirable to effect a valid assignment, transfer or conveyance pursuant hereto or to permit any public recording thereof.

6. The parties hereto and each of them agree to make, do, execute, endorse, acknowledge and deliver or cause and procure to be made, done, executed, endorsed, acknowledged, filed, registered and delivered any and all further acts and assurances including, without limitation, any conveyance, deed, assignment, certificate or other instrument in writing as may, in the opinion of either of them, be necessary or desirable to give effect to this Agreement and to take all such other action as may be required or desirable to complete the transactions contemplated herein.

7. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or other means of electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed as of the date and year first above written.

LUMEC HOLDING CORP.

By: [Signature]
Name: David van de Boven
Title: TREASURER

By: [Signature]
Name: M. Hagedorn
Title: Sec

LUMEC INC.

By: [Signature]
Name: David van de Boven
Title: TREASURER

By: [Signature]
Name: M. Hagedorn
Title: Sec.

LUMEC HOLDING CORP. in its capacity as the general partner of LEDALITE ARCHITECTURAL PRODUCTS

By: [Signature]
Name: David van de Boven
Title: TREASURER

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