

12-07-1998



100918767

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached Execution Date  
Month Day Year

Name (line 1)  Execution Date

Name (line 2)

**Second Party**

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="29014194"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="D277701"/>	<input type="text" value="D300262"/>	<input type="text" value="D301754"/>
<input type="text" value="08171991"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="D298417"/>	<input type="text" value="D300570"/>	<input type="text" value="D302047"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="D298418"/>	<input type="text" value="D301634"/>	<input type="text" value="D304623"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT  PCT  PCT

PCT  PCT  PCT

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

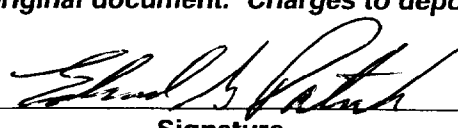
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Edward G. Patrick  11-9-98

Name of Person Signing Signature Date

**RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY**

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

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Name (line 2)

Execution Date  
Month Day Year

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<input type="text"/>	<input type="text"/>	<input type="text"/>

**Patent Number(s)**

D311966	D359008	D361315
D316456	D359922	D366222
D329714	D359923	D369225
D336756	D360157	D372203
D359006	D360703	D375572

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

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Month Day Year

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Patent Number(s)

D377619	5066855	5309147
4410931	5121287	5381011
4433367	5282118	5386210
4590544	5291020	5406083
4595971	5308985	5418368

**RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY**

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Execution Date  
Month Day Year

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<input type="text"/>	<input type="text"/>	<input type="text"/>

**Patent Number(s)**

5434764	5541826	5675193
5442132	5560101	5757004
5453622	5562357	<input type="text"/>
5485011	5579192	<input type="text"/>
5534850	5649761	<input type="text"/>

PATENT ASSIGNMENT

This ASSIGNMENT is made this 9<sup>th</sup> day of ~~June~~<sup>July</sup>, 1998 by Intellectron Incorporated, a California corporation, as debtor and debtor in possession ("ASSIGNOR") in favor of HSBC Business Loans, Inc., a Delaware corporation as Agent for itself and Sumitomo Bank of California ("ASSIGNEE").

WHEREAS, ASSIGNOR wishes to assign all of ASSIGNOR'S right, title, and interest in and to all patents in which ASSIGNOR has an interest (including, without limitation, the patents listed in Schedule "A" hereto) and the inventions and improvements described therein, including all proceeds thereof (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits), the right to register claim under any patent law or regulation, and to renew and extend any such patents, the right to sue in the name of ASSIGNOR or ASSIGNEE for past, present, and future infringements, all rights including all patents and patent applications corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "PATENTS").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers the PATENTS to ASSIGNEE, its successors and assigns; and

ASSIGNOR represents and warrants that this ASSIGNMENT has been duly and validly executed and constitutes a first and paramount claim to the PATENTS hereby assigned.


IN WITNESS WHEREOF, ASSIGNOR has executed this ASSIGNMENT on the date first written above.

ASSIGNOR

Intellectron Incorporated

By:

Its:

  
Responsible Person

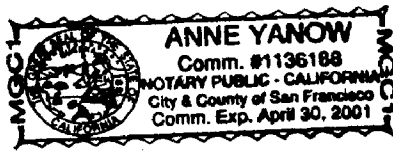
STATE OF CA )

COUNTY OF SF )

On, July 9, 1998, before me Anne Yanow, personally appeared Susan L. Hecker personally known to me (or 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.

WITNESS my hand and official seal.

Signature Anne Yanow



**SCHEDULE A -- PATENTS**

<b>Patent/ Serial No.</b>	<b>Issue/ File Date</b>	<b>Title</b>
5,309,147	5/3/94	Motion Detector with Improved Signal Discrimination
5,066,855	11/19/91	Infrared Intrusion Detector
5,386,210	1/31/95	Method and Apparatus for Detecting Entry
5,308,985	5/3/94	Wide-Angle Passive Infrared Radiation Detector
5,291,020	3/1/94	Method and Apparatus for Detecting Direction and Speed Using PIR Sensor
5,282,118	1/25/94	Lighting Fixture with Integral Motion Detector
5,442,132	8/15/95	Apparatus for Installing a Motion Detector, Lighting Fixture or the Like
5,121,287	6/9/92	Receiver/Adaptor for Lamp Control
5,434,764	7/18/95	Lighting Fixture with Integral Motion Detector
5,406,083	4/11/95	Motion Detector with Two-Sided PIR Sensor in Reflective Arrangement
5,418,368	5/23/95	Wide-Angle Motion Detector with Close-In Reflector
5,381,011	1/10/95	Motion Detector with Two-Sided PIR Sensor in Refractive Arrangement
5,453,622	9/26/95	Wide-Angle Motion detector with Close-In, Prismoidal Reflector
D360,703	7/25/95	Adjustable Quartz Floodlight
D359,008	6/6/95	Mounting Plate for Passive Infrared Motion Detector with Light Fixture
D359,923	7/4/95	Sensor Head for Passive Infrared Motion Detector
D359,922	7/4/95	Sensor Head for Passive Infrared Motion Detector
D360,157	7/11/95	Sensor Head for Passive Infrared Motion Detector
5,649,761	7/22/97	Motion Detector with Side-Pivoting Light Fixture
5,579,192	11/26/96	Thyristor Power Control Circuit
D375,572	11/12/96	Adjustable Quartz Floodlight
5,562,357	10/8/96	Snap-Fit Ball Joint
5,560,101	10/1/96	Method of Installing an Electrical Device on an Electrical Junction Box
5,541,826	7/30/96	Quartz Lamp with Quick-Release Arrangement for Bulb Replacement
D372,203	7/30/96	Mounting Plate for a Passive Infrared Motion Detector with Light Fixture
5,534,850	7/9/96	Transient Control Circuit for Occupancy Detector



<b>Patent/ Serial No.</b>	<b>Issue/ File Date</b>	<b>Title</b>
D369,225	4/23/96	Mounting Plate for a Passive Infrared Motion Detector with Light Fixture
5,485,011	1/16/96	Two-Sided Integrated-Circuit PIR Sensor Package
D366,222	1/16/96	Mounting Plate for Passive Infrared Motion Detector with Light Fixture
D361,315	8/15/95	Electrical Surge Suppressor
D359,006	6/6/95	Digital Clamp Meter
D336,756	6/22/93	Adjustable Outdoor Lighting Fixture
D329,714	9/22/92	Exterior Lighting Fixture
D316,456	4/23/91	Combined Outdoor Floodlight and Photo Electric Control Therefor
D311,966	11/6/90	Luminaire
D304,623	11/14/89	Flood Light
D302,047	7/4/89	Exterior Luminaire
D301,754	6/20/89	Combined Outdoor Floodlight and Photo Electric Control Therefor
D301,634	6/13/89	Combined Outdoor Floodlight Unit and Photo Electric Control Therefor
D300,570	4/4/89	Floodlight
D300,262	3/14/89	Photo Electric Control for Outdoor Floodlight or Similar Article
D298,418	11/8/88	Timer
D298,417	11/8/88	Timer with Sound and Light Activation
4,595,971	6/17/86	Vented Luminaire Fixture
4,590,544	5/20/86	Lighting Fixture with Conduit Adaptable Wire Cover
D277,701	2/19/85	Outdoor Luminaire
4,433,367	2/21/84	Luminaire Mounting Structure
4,410,931	10/18/83	Retention Device for Lighting Fixture Cover
5,757,004	5/26/98	Motion Detector with External Range Adjustment

PATENT APPLICATION ASSIGNMENT

This ASSIGNMENT is made this 9<sup>th</sup> day of ~~June~~<sup>July</sup>, 1998 by Intellectron Incorporated, a California corporation, as debtor and debtor in possession ("ASSIGNOR") in favor of HSBC Business Loans, Inc., a Delaware corporation as Agent for itself and Sumitomo Bank of California ("ASSIGNEE").

WHEREAS, ASSIGNOR wishes to assign all of ASSIGNOR'S right, title, and interest in and to all patents and patent applications in which ASSIGNOR has an interest (including, without limitation, the patent applications listed in Schedule "A" hereto), all patents issuing therefrom, and the inventions and improvements described therein, including all proceeds thereof (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits), the right to register claim under any patent law or regulation, and to renew and extend any such patents and patent applications, the right to sue in the name of ASSIGNOR or ASSIGNEE for past, present, and future infringements, all rights including all patents and patent applications corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "PATENTS").

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ASSIGNOR represents and warrants that this ASSIGNMENT has been duly and validly executed and constitutes a first and paramount claim to the PATENTS hereby assigned.

IN WITNESS WHEREOF, ASSIGNOR has executed this ASSIGNMENT on the date first written above.

ASSIGNOR

Intellectron Incorporated

By:

Its:

J. L. [Signature]  
Responsible Person

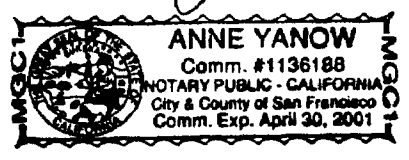
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On, July 9, 1998, before me Anne Yanow, personally appeared Susan L. Uecker personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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.

WITNESS my hand and official seal.

Signature Anne Yanow



**SCHEDULE A -- PATENT APPLICATIONS**

<b>Serial No.</b>	<b>Filing Date</b>	<b>Title</b>
29/068,779	6/6/97	Floodlight Housing
29/068,780	6/6/97	Floodlight Housing
29/074,174	7/28/97	Light Fixture
29/068,781	6/6/97	Grill for Floodlight Housing
29/068,782	6/6/97	Grill for Floodlight Housing
Not avail- able, File Wrapper Continua- tion of Ser. No. 29/068,781	2/24/98	Grill for Floodlight Housing
Not avail- able, File Wrapper Continua- tion of Ser. No. 29/068,782	2/24/98	Grill for Floodlight Housing

## GENERAL BILL OF SALE AND ASSIGNMENT

GENERAL BILL OF SALE AND ASSIGNMENT, dated July 30, 1998, from HSBC Business Loans, Inc., with a legal address and place of business at 1 Marine Midland Center, Buffalo, New York 14203, as Agent (the "Agent") for itself and Sumitomo Bank of California (together with the Agent, the "Sellers") to DESA PATENT HOLDINGS CORPORATION, a Delaware corporation (the "Buyer"), with a legal address and place of business at 2701 Industrial Drive, Bowling Green, Kentucky, USA 42102.

### RECITALS

A. Pursuant to that certain Order Authorizing Sale of Assets Free and Clear of Liens, Claims and Interests filed on June 23, 1998 (the "Order") and entered in the Chapter 11 Case entitled In re Intelectron Incorporated, Case No. 98-43509-N11, United States Bankruptcy Court for the Northern District of California, the Sellers have acquired title to certain assets of Intelectron Incorporated, a California corporation ("Intelectron").

B. Pursuant to an Offer to Purchase dated July 24, 1998 (the "Offer") from the Buyer to the Agent and accepted by the Agent, the Agent has agreed to transfer all of Sellers' right, title and interest in and to the Assets (as defined below) in exchange for the consideration specified therein.

NOW, THEREFORE, in consideration of the premises, in satisfaction of the Agent's obligations under the Offer and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged:

The Agent by these presents does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to Buyer in and to the following properties and assets (collectively the "Assets"), including all of the Sellers' right, title and interest therein and thereto and right to the use and enjoyment thereof:

(a) All intellectual property used or useful in the business of Intelectron and all product lines, including without limitation American Lantern, Electripak and Quality Mark (hereinafter, the "Business"), including without limitation all licenses, patents, patent applications, copyrights, designs and drawings, engineering and manufacturing documents, technical manuals, patterns, processes, formulae, know-how, trade secrets, customer lists, open purchase orders, supplier lists, trademarks, service marks, trade names, inventions

and discoveries (whether patentable or not), computer software, and other similar rights used in the Business, and all applications therefor or any registrations thereof and all goodwill associated with any of the foregoing or the Business (collectively, the "Intellectual Property"), and all rights to sue for past, present and future infringement or other violations of the Intellectual Property. Without limiting the generality or effect of the foregoing, the Intellectual Property shall include (i) the names "American Lantern," "Electripak," and "Quality Mark," along with the rights (common law or otherwise) and registrations and logos and goodwill relating thereto and the design element and any variations or combinations thereof and the goodwill related thereto, (ii) all intellectual property and patents held in the name of Larry Lee and used by Intelectron, and (iii) those items identified on Exhibit A hereto;

(b) All inventory of Intelectron held as of the close of business on May 20, 1998 (the "Inventory"), other than any such inventory sold of not more than \$10,000 valued at cost, including raw materials, parts, work in process, finished goods, packaging materials, and manufacturing, administrative and other supplies owned by Intelectron which were either held by Intelectron for sale in the Business or have been furnished to any subcontractor or other bailee in connection with the Business, which is understood to be located at Intelectron's facilities in Newport, Arkansas or McKenzie, Tennessee and in the five (5) or more containers sitting on the dock(s), which value at cost of the inventory enclosed within the containers equals at least approximately \$600,000. Inventory shall include without limitation those items identified on Exhibit B hereto;

(c) All tools, dies, molds, catalogue art work of Intelectron;

(d) All books, records and other documents and papers (whether in electronic, printed or other form) embodying or containing any of the Intellectual Property or the Inventory or associated with any of same; and

(e) All goodwill associated with any of the foregoing.

The Assets shall specifically exclude all accounts receivable generated from the sale of products or rendition of services by Intelectron and all books, records and computer files relating exclusively thereto.

TO HAVE AND TO HOLD all and singular the said properties, assets and business hereby conveyed, transferred or assigned or intended so to be, unto Buyer, its successors and assigns, to and for its and their own use forever, together with all and singular the properties, assets, rights, members and appurtenances thereto belonging or in any wise incident or appertaining thereto.

The Agent on behalf of each Seller does hereby constitute and appoint Buyer, its successors and assigns, the true and lawful attorney or attorneys of the Agent, with full power of substitution, for it and in its name, place and stead or otherwise, but on behalf of and for the benefit of Buyer, its successors and assigns, to demand and receive from time to time any and all property and assets, real, personal and mixed, tangible and intangible, hereby sold, conveyed, transferred and delivered hereby, or intended to be so sold, conveyed, transferred and delivered, and to give receipts and releases for and in respect of the same and any part thereof, to collect, for the account of Buyer, all items sold or transferred to Buyer as provided herein, and to endorse with the name of such Seller any checks or drafts received on account of any such items; and from time to time to institute and prosecute in the name of the Agent or otherwise, but at the liability, expense and for the benefit of Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Buyer, its successors or assigns, may deem proper in order to collect, assert or enforce any claims, rights or title of any kind in and to the rights, assets and properties hereby sold, assigned, transferred and delivered, or intended so to be, and to defend and compromise any and all actions, suits or proceedings in respect of any of said rights, assets and properties, and to do any and all such acts and things in relation thereto as Buyer, its successors or assigns, shall deem advisable; the Agent hereby declaring on behalf of each Seller that the appointment hereby made and the power hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of any Seller or by operation of law, or by the occurrence of any other event, including, without limitation, the liquidation, dissolution or bankruptcy of Seller, or in any other manner or for any other reason. Buyer shall indemnify and hold Agent harmless from and against any and all claims and losses asserted against or incurred by Seller as a result of any action taken by Buyer pursuant to the foregoing power of attorney, other than claims relating to the Agent's power or authority to grant such power.

The Agent covenants and agrees on behalf of each Seller that it will execute, deliver and acknowledge (or cause to be executed, acknowledged and delivered), from time to time at the request of Buyer and without further consideration, all such further instruments of conveyance, transfer, assignment and perform or cause to be performed all such other acts as may reasonably be required in order to vest in and confirm in Buyer the title of such Seller to the properties and assets hereby conveyed to Buyer.

Any individual, partnership, corporation or other entity may rely without further inquiry upon the powers and rights herein granted to Buyer and upon any notarization, certification, verification, affidavit or jurat by any notary public of any state relating to the authorization, execution and delivery of this General Bill of Sale and Assignment or to the authenticity of any copy, conformed or otherwise, hereof.

Simultaneously with the execution and delivery of this General Bill of Sale and Assignment, the Agent has executed and delivered to Buyer other general and specific conveyances, assignments, and other instruments relating to certain of its properties, assets and rights. Nothing contained in such other general and specific instruments of conveyance, assignment and transfer (except to such extent as may be therein specifically stated with reference to specific properties) shall be deemed to limit or restrict the properties, assets, rights and all other interests hereby conveyed, transferred or assigned to Buyer, and nothing herein contained shall be deemed to limit or restrict the specific properties conveyed, transferred or assigned to Buyer by such other general and specific instruments of conveyance, assignment and transfer.

The Agent warrants and represents to Buyer that title to the Assets is hereby transferred to Buyer free and clear of all liens and encumbrances. The Assets are hereby transferred to Buyer where is, as is and with all faults, and neither Agent nor Sellers make any warranties or representations except as expressly set forth herein.

This instrument is executed by, and shall be binding upon, the Agent and its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Buyer, its successors and assigns.



This General Bill of Sale and Assignment shall be governed by and construed and enforced in accordance with the laws (other than those governing conflict of law questions) of the State of Kentucky.

*Signature Page to General Bill of Sale and Assignment*

IN WITNESS WHEREOF, the Agent has executed this instrument under seal this 31 day  
of July, 1998 in City 982, United States of America.  
Buffalo, New York

HSBC BUSINESS LOANS, INC., as Agent for  
itself and SUMITOMO BANK OF CALIFORNIA

By: Edward A. Flowers  
Name: Edward A. Flowers  
Title: vice president

STATE OF New York )  
 ) ss.  
COUNTY OF ERIE )

The undersigned, being a Notary Public for the State of New York,  
County of Erie, does hereby certify that Edward A. Flowers  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
Vice President of HSBC Business Loans, Inc., in whose name the foregoing instrument is  
executed, appeared before me this day in person and acknowledged that he signed and delivered said  
instrument as the free and voluntary act of said entity for the uses and purposes therein set forth.

Given under my hand and seal of office this 31 day of July, 1998.

DAVID P. WARREN #9537950  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 06/30/2000

David P. Warren  
Notary Public

My commission expires: \_\_\_\_\_

the Parties. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, or any agent or attorney for any Party except as specifically set forth in this Letter Agreement or the documents executed in connection therewith. All Parties have participated in drafting this Letter Agreement, and all agree that any ambiguities shall not be determined adversely to any Party on the basis that such Party drafted this Letter Agreement. The Parties acknowledge that all prior drafts of this Letter Agreement and all discussions and correspondence between the Parties with respect to this Letter Agreement are superseded by this Letter Agreement.

If the aforesaid is agreeable and consistent with your understanding, please indicate your acceptance by signing below where indicated. By signing below, each of the persons represents and warrants its authority to bind the party whom it represents. This letter may be executed in counterparts and by telecopy, any one of which shall be a binding agreement among the parties.

DESA U.S., INC.

BY: \_\_\_\_\_  
Print Name:  
Title:

ACCEPTED AND AGREED TO:

DANBEL INC., or its nominee

By: \_\_\_\_\_  
Print Name:  
Title:

## ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment"), dated as of July 30, 1998, from HSBC Business Loans, Inc., with a legal address and place of business at 1 Marine Midland Center, Buffalo, New York 14203 (the "Assignor") , as Agent for itself and Sumitomo Bank of California (together with the Agent, the "Sellers") to DESA PATENT HOLDINGS CORPORATION, a Delaware corporation (the "Assignee"), with a legal address and place of business at 2701 Industrial Drive, Bowling Green, Kentucky, USA 42102.

### RECITALS

A. Pursuant to that certain Order Authorizing Sale of Assets Free and Clear of Liens, Claims and Interests filed on June 23, 1998 (the "Order") and entered in the Chapter 11 Case entitled In re Intellectron Incorporated, Case No. 98-43509-NII, United States Bankruptcy Court for the Northern District of California, the Assignor has acquired the patents and patent applications listed on Exhibit A hereto.

B. Assignee is desirous of acquiring from Assignor all right, title and interest in, to and under said patents and patent applications and the inventions covered therein.

NOW, THEREFORE, in consideration of FORTY NINE THOUSAND DOLLARS (\$49,000) and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee all right, title and interest of the Sellers in and to said patents and patent applications and all foreign counterparts (including patent, utility model and industrial designs), free and clear of any encumbrances, together with all reissues and extensions thereof and the inventions described and claimed therein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, for the full terms for which the said patents and patent applications are granted or any renewal, continuation, substitution, conversion, reissue, prolongation or extension thereof, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for profits and damages by reason of past infringements of said patents, including the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith

or the rights conveyed herein. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States to transfer all said patents and patent applications to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment. Assignor further covenants and agrees that it, or its legal representatives and assigns, as the case may be, will at any time upon request communicate to Assignee, its successors, assigns or other legal representatives, any facts relating to said inventions, applications and patents or the history thereof, known to it or its legal representatives and assigns, and will testify as to the same in any interference or other litigation or proceeding when requested so to do, provided that Assignee shall reimburse Assignor for its reasonable costs and expenses incurred in connection therewith.

*Counterpart Signature Page to Assignment of U.S. Patents*

IN WITNESS WHEREOF, Assignor has executed this assignment, effective as of the 31  
day of July, 1998.

HSBC BUSINESS LOANS, INC., as Agent for  
itself and SUMITOMO BANK OF CALIFORNIA

By: Edward A. Flowers  
Name: Edward A. Flowers  
Title: vice president

Accepted by:

DESA PATENT HOLDINGS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

*Counterpart Signature Page to Assignment of U.S. Patents*

IN WITNESS WHEREOF, Assignor has executed this assignment, effective as of the \_\_\_\_\_  
day of \_\_\_\_\_, 1998.

HSBC BUSINESS LOANS, INC., as Agent for  
itself and SUMITOMO BANK OF CALIFORNIA

By: \_\_\_\_\_

Name:

Title:

Accepted by:

DESA PATENT HOLDINGS CORPORATION

By:  \_\_\_\_\_

Name: E.G. Patrick

Title: Vice President Finance



STATE OF New York )  
 ) ss.  
COUNTY OF Erie )

The undersigned, being a Notary Public for the State of New York,  
County of Erie, does hereby certify that Edward A. Flowers  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
Vice President of HSBC Business Loans, Inc., in whose name the foregoing instrument is  
executed, appeared before me this day in person and acknowledged that he signed and delivered  
said instrument as the free and voluntary act of said entity for the uses and purposes therein set  
forth.

Given under my hand and seal of office this 31 day of July, 1998.

DAVID P. WARREN #9537950  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 06/30/ 2000

David P. Warren  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A - PATENTS**

<b>Patent/Serial No.</b>	<b>Issue/File Date</b>	<b>Title</b>
D277,701	02/19/85	Outdoor Luminaire
D298,417	11/08/88	Timer with Sound and Light Activation
D298,418	11/08/88	Timer
D300,262	03/14/89	Photo Electric Control for Outdoor Floodlight or Similar Article
D300,570	04/04/89	Floodlight
D301,634	06/13/89	Combined Outdoor Floodlight Unit and Photo Electric Control Therefor
D301,754	06/20/89	Combined Outdoor Floodlight and Photo Electric Control Therefor
D302,047	07/04/89	Exterior Luminaire
D304,623	11/14/89	Flood Light
D311,966	11/06/90	Luminaire
D316,456	04/23/91	Combined Outdoor Floodlight and Photo Electric Control Therefor
D329,714	09/22/92	Exterior Lighting Fixture
D336,756	06/22/93	Adjustable Outdoor Lighting Fixture
D359,006	06/06/95	Digital Clamp Meter
D359,008	06/06/95	Mounting Plate for Passive Infrared Motion Detector with Light Fixture
D359,922	07/04/95	Sensor Head for Passive Infrared Motion Detector
D359,923	07/04/95	Sensor Head for Passive Infrared Motion Detector
D360,157	07/11/95	Sensor Head for Passive Infrared Motion Detector
D360,703	07/25/95	Adjustable Quartz Floodlight
D361,315	08/15/95	Electrical Surge Suppressor
D366,222	01/16/96	Mounting Plate for Passive Infrared Motion Detector with Light Fixture
D369,225	04/23/96	Mounting Plate for a Passive Infrared Motion Detector with Light Fixture
D372,203	07/30/96	Mounting Plate for a Passive Infrared Motion Detector with Light Fixture
D375,572	11/12/96	Adjustable Quartz Floodlight
D377,619	01/28/97	Mounting Base for a Light Fixture with PIR
4,410,931	10/18/83	Retention Device for Lighting Fixture Cover
4,433,367	02/21/84	Luminaire Mounting Structure
4,590,544	05/20/86	Lighting Fixture with Conduit Adaptable Wire Cover
4,595,971	06/17/86	Vented Luminaire Fixture
5,066,855	11/19/91	Infrared Intrusion Detector
5,121,287	06/09/92	Receiver/Adaptor for Lamp Control
5,282,118	01/25/94	Lighting Fixture with Integral Motion Detector
5,291,020	03/01/94	Method and Apparatus for Detecting Direction and Speed Using PIR Sensor
5,308,985	05/03/94	Wide-Angle Passive Infrared Radiation Detector
5,309,147	05/03/94	Motion Detector with Improved Signal Discrimination
5,381,011	01/10/95	Motion Detector with Two-Sided PIR Sensor in Refractive Arrangement
5,386,210	01/31/95	Method and Apparatus for Detecting Entry
5,406,083	04/11/95	Motion Detector with Two-Sided PIR Sensor in Reflective Arrangement

5,418,368	05/23/95	Wide-Angle Motion Detector with Close-In Reflector
5,434,764	07/18/95	Lighting Fixture with Integral Motion Detector
5,442,132	08/15/95	Apparatus for Installing a Motion Detector, Lighting Fixture or the Like
5,453,622	09/26/95	Wide-Angle Motion detector with Close-In, Prismoidal Reflector
5,485,011	01/16/96	Two-Sided Integrated-Circuit PIR Sensor Package
5,534,850	07/09/96	Transient Control Circuit for Occupancy Detector
5,541,826	07/30/96	Quartz Lamp with Quick-Release Arrangement for Bulb Replacement
5,560,101	10/01/96	Method of Installing an Electrical Device on an Electrical Junction Box
5,562,357	10/08/96	Snap-Fit Ball Joint
5,579,192	11/26/96	Thyristor Power Control Circuit
5,649,761	07/22/97	Motion Detector with Side-Pivoting Light Fixture
5,675,193	10/07/97	Manual Override Mechanism for Automatic Switching Circuit
5,757,004	05/26/98	Motion Detector with External Range Adjustment

**EXHIBIT A - PATENT APPLICATIONS**

<b>Serial No.</b>	<b>File Date</b>	<b>Title</b>
29/014,194	10/16/93	Electrical Surge Suppressor
08/171,991	12/22/93	Color Coded Product Packaging

**SULLIVAN & WORCESTER LLP**

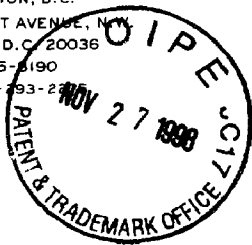
ONE POST OFFICE SQUARE  
BOSTON, MASSACHUSETTS 02109

(617) 338-2800

FAX NO. 617-338-2880

IN NEW YORK CITY  
767 THIRD AVENUE  
NEW YORK, NEW YORK 10017  
(212) 486-8200  
FAX NO. 212-758-2151

IN WASHINGTON, D.C.  
555 CONNECTICUT AVENUE, N.W.  
WASHINGTON, D.C. 20036  
(202) 775-6190  
FAX NO. 202-793-2111



November 25, 1998

**BY OVERNIGHT MAIL**

Assistant Commissioner of Patents  
Customer Service Center  
Suite 1A03  
Crystal Plaza II  
2021 South Clark Place  
Arlington, VA 22202

Re: Recordation of Assignments of Patents

Dear Sir or Madam:

Enclosed herewith for filing please find instruments recording the assignment of certain patents and patent applications from Intelectron Incorporated to HSBC Business Loans, Inc., and from HSBC Business Loans, Inc. to Desa Patent Holdings Corporation. I also enclose a check in the amount of \$4240.00 in payment of the fee for recording the two sets of assignments.

Please date-stamp the enclosed extra copy of this letter and the materials to acknowledge receipt and return it to me in the enclosed self-addressed, stamped envelope.

If you have any questions, please do not hesitate to contact me at (617) 338-2957.

Very truly yours,

A handwritten signature in black ink that reads "Bryan G. Tyson".

Bryan G. Tyson

BGT:ema  
Enclosures

**PATENT**  
**REEL: 9638 FRAME: 0685**

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

**TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).**

**Submission Type**

**New**

**Resubmission (Non-Recordation)**  
Document ID#

**Correction of PTO Error**  
Reel #  Frame #

**Corrective Document**  
Reel #  Frame #

**Conveyance Type**

**Assignment**     **Security Agreement**

**License**     **Change of Name**

**Merger**     **Other**

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

**Departmental File**     **Secret File**

**Conveying Party(ies)**

**Mark if additional names of conveying parties attached**

Name (line 1)     Execution Date  
Month Day Year

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

**Mark if additional names of receiving parties attached**

**If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)           
City    State/Country    Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
**REEL: 9638 FRAME: 0686**



**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

<b>Patent Application Number(s)</b>			<b>Patent Number(s)</b>		
<input type="text" value="29014194"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="D277701"/>	<input type="text" value="D300262"/>	<input type="text" value="D301754"/>
<input type="text" value="08171991"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="D298417"/>	<input type="text" value="D300570"/>	<input type="text" value="D302047"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="D298418"/>	<input type="text" value="D301634"/>	<input type="text" value="D304623"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month  Day  Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  PCT  PCT

only if a U.S. Application Number has not been assigned. PCT  PCT  PCT

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

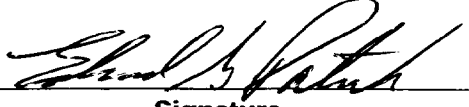
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Edward G. Patrick 

Name of Person Signing Signature Date



RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Receiving Party(ies)**

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Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

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Patent Number(s)

D311966	D359008	D361315
D316456	D359922	D366222
D329714	D359923	D369225
D336756	D360157	D372203
D359006	D360703	D375572

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

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Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

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Execution Date  
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D377619	5066855	5309147
4410931	5121287	5381011
4433367	5282118	5386210
4590544	5291020	5406083
4595971	5308985	5418368

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

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City State/Country Zip Code

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**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

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Patent Number(s)

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