

01-14-1999

FORM PTO-1595
(Rev. 6-93)

RE



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

100945623

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

177 JAN 12 PM 3:50

1. Name of conveying party(ies).

NOMA, INC.

OP/AF/ANCE

1-12-99

2. Name and address of receiving party(ies)

INLITEN, LLC.

Additional name(s) of conveying party(ies) attached? Yes No

Address:

181 Waukegan Drive, Suite 205

Northfield, Illinois 60093

3. Nature of conveyance:

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

Execution Dates: April 30, 1998

Additional names(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

If this document is being filed together with a new application, the execution date of the application is: _____

B. Patent No.(s)

5,355,288

Additional numbers attached? Yes No

Additional numbers attached? Yes No

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

Name: Alan Israel, Esq.

Address: KIRSCHSTEIN, et al.

489 Fifth Avenue

New York, New York 10017

6. Total number of applications and patents involved: **1**

7. Total Fee (37 C.F.R. 3.41).....\$40.00

- Enclosed
- Authorized to be charged to deposit account

01/13/1999 DM:UYEN 00000139 5355288

01 FC:581

40.00 00

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 an attached copy is a true copy of the original document.

Alan Israel, Reg. No. 27,564

Name of Person Signing

Signature

January 5, 1999

Date

Total number of pages including cover sheet, attachments, and document: **5**

PATENT
REEL: 009889 FRAME: 0566

REEL: 9689 FRAME: 0566

ASSIGNMENT OF U.S. LETTERS PATENT

THIS ASSIGNMENT is made as of 30th day of April, 1998.

B E T W E E N:

NOMA, INC., a corporation
incorporated under the laws of Ontario

(The "Assignor")

of the First Part

-and-

INLITEN, LLC., a corporation incorporated under
the laws of the State of Illinois

(the "Assignee")

of the Second Part

WHEREAS the Assignor is the registered owner of the patents listed on the attached Schedule "A" registered in the office of the Registrar of U.S. Letters Patents under the Registration Numbers Set out in Schedule "A" (the " U.S. Letters Patent").

AND WHEREAS by the asset purchase agreement made as of the 13th August, 1997 (the "Purchase Agreement"), the Assignee purchased the assets relating to the Assignor's U.S. Christmas Lights and Ornaments business including these U.S. Letters Patent.

AND WHEREAS the Assignor wishes to assign absolutely all of its right, title and interest in the U.S. Letters Patent to the Assignee.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment of the sum of One Dollar (\$1.00) now paid by Assignee to the Assignor and to the payment of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. The undersigned Assignor, the full post office address of whose principal place of business is 4100 Yonge Street, Suite 502, Toronto, Ontario, M2P 2B5, does hereby grant, assign and convey, absolutely, to and in favor of the Assignee, a corporation incorporated under the laws of Illinois, the full post office address of whose principal office or place of business is 181 Waukegan Drive, Suite 205, Northfield, Illinois, 60093, all the right, title and interest, including all goodwill arising therefrom, in and to the U.S. Letters Patent.

2. The Assignee appoints Kirschstein, Ottinger, Israel & Schiffmiller, P.C. whose full post office address in the United States is 551 Fifth Avenue, New York, NY 10176-0024 as the firm to which any notice in respect of this Assignment or any application or registration may be sent and on which service of any proceedings in respect of the Assignment or any application or registration may be given or served with the same effect as if they had been given to or served on the Assignee, applicant or registrant.

2. The Assignor covenants, represents and warrants as follows:

- a. that it has good title to the U.S. Letters Patent and that the U.S. Letters Patent are being assigned to the Assignee free and clear of all hypothecations, pledges, charges, mortgages, liens or other incumbrances;
- b. that it is the owner of and has the sole and exclusive right to use the U.S. Letters Patent in the United States for the wares outlined in the registration and that it has not granted any licences or other rights to use the U.S. Letters Patent to any other person, firm or corporation;
- c. that to the best of the knowledge of the Assignor, no third party has made any claim to U.S. Letters Patent or to the use of the U.S. Letters Patent in Canada;
- d. that no third party has raised any notice of objection to the Assignor's use of the U.S. Letters Patent in the U.S.A.
- e. that there is no suit, claim, action or cause of action threatened or commenced, relating to the U.S. Letters Patent of this agreement and the Assignment of the U.S. Letters Patent.

4. The covenants, representations and warranties set out in Section 3 of this Agreement are in addition to those set out in the Purchase Agreement all of which shall survive the execution of this Agreement and the Assignment of the U.S. Letters Patent.
5. The Assignor covenants and agrees that following the assignment of the U.S. Letters Patent, it will provide such further and other assurances and do and perform such further and other acts as may be required to carry out the intent of this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Illinois.

IT WITNESS WHEREOF this Agreement is made as of the 30th day of April, 1998.

NOMA INC.

Per: 
Authorized Signing Officer

INLITEN, LLC.

Per: 
Authorized Signing Officer

SCHEDULE 'A'

Patents

5,355,288

Abstract of the Disclosure Lampholder
and Mounting Means Therefor