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10-25-2002

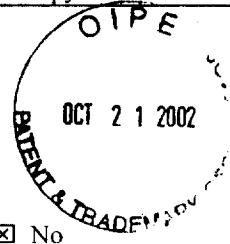
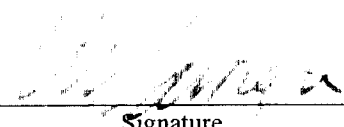
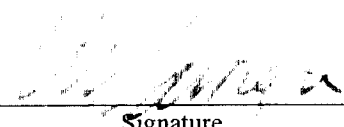
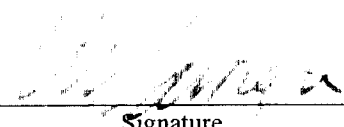
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Attached original documents or copy thereof.

1. Name of conveying party(ies): Douglas R. Bray, Stefano Caposecco and Andrzej Duljas Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Sea Gull Lighting Products, Inc. 301 West Washington Street Riverside, New Jersey 08075 Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____						
Execution Date: <u>Sept. 30, 2002.</u>						
4. Application number If this document is being filed together with a new application, the execution date of the application is A. Patent Application No.(s) <u>10/152,899</u> B. Patent No.(s) _____ Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
5. Name and address of party to whom correspondence concerning document should be mailed: Gregory J. Lavorgna, Esq. Drinker Biddle & Reath LLP One Logan Square, 18 th and Cherry Sts. Philadelphia, PA 19103-6996 Attorney Docket No. <u>8287-70 (167724)</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> authorized to be charged to deposit account 8. Deposit Account Number: 50-0573				
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9. 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. <table border="0" style="width: 100%;"><tr><td style="width: 30%;"><u>GREGORY J. LAVORGNA</u> Name of Person Signing</td><td style="width: 30%; text-align: center;"> Signature</td><td style="width: 30%; text-align: right;"><u>October 17, 2002</u> Date</td></tr></table> Total number of pages including cover sheet, attachments, and document: <u>4</u>				<u>GREGORY J. LAVORGNA</u> Name of Person Signing	 Signature	<u>October 17, 2002</u> Date
<u>GREGORY J. LAVORGNA</u> Name of Person Signing	 Signature	<u>October 17, 2002</u> Date				

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ASSIGNMENT

WHEREAS, We, Douglas R. Bray, Stefano Caposecco and Andrzej Duljas, respectively citizens of the United States of America, having respective post office addresses of 24 Minnetonka Trail, Medford Lakes, New Jersey 08055, 701 Manor Road, Cinnaminson, New Jersey, 08077, and 314 Highland Avenue, Moorestown, New Jersey 08057, hereinafter generally referred to as "ASSIGNORS", are the joint inventors of a certain new and useful

RAIL LIGHTING SYSTEM

for which we have on even date executed an application for Letters Patent of the United States that was filed on May 21, 2002 as Application Serial No. 10/152,899, and

WHEREAS, Sea Gull Lighting Products, Inc., a New Jersey corporation having a place of business at 301 West Washington Street, Riverside, NJ 08075, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said Letters Patent, and

WHEREAS, now and at the time the invention was made, said invention was subject to an obligation by ASSIGNORS to assign their entire right, title and interest therein to ASSIGNEE.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, I, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

in and to said invention as described in the above Letters Patent, for the territory of the United States and its possessions and territories and all foreign countries, and

in and to the above Letters Patent and any and all foreign Letters Patent which may be granted on said invention including divisions, reissues and continuations;

said invention and Letters Patent to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and behoof, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the