Form PTO-1595 R	U.S. DEPARTMENT OF COMMEI U.S. Patent and Trademark C
OMR No. (1651-0027 (exp. 5/31/2002)	
Tab settings ⇔⇔⇔ ▼ 1023	327980
To the Honorable Commissioner of Patents and Tradema	rks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):	Name and address of receiving party(ies)     Name: Allied Lighting Systems, Inc.
III AA A Ya aad Datas C Coro	Name: Allied Lighting Systems, Inc.
Henry M. Avila and Peter C. Sara	Internal Address:
	<i>c</i>
Additional name(s) of conveying party(ies) attached? Yes	40
3. Nature of conveyance:	
Assignment Merger	Street Address: 3914 Murphy Canyon Road
Security Agreement Change of Nam	е
Other	Suite A 107
	City: San Diego State: CA Zip: 92123
Execution Date:	Additional name(s) & address(cs) attached?Yes
4. Application number(s) or patent number(s):	
• •	application, the execution date of the application is:
A. Patent Application No.(s)	- ( ,
A J. History Commence	Yes No
	nce 6. Total number of applications and patents involved
concerning document should be mailed:	
Name: <u>Jerry R. Potts</u>	7. Total fee (37 CFR 3.41)\$40.00
	Enclosed
Internal Address:	Authorized to be charged to deposit account
	8. Deposit account number:
Street Address: 3248 Via Ribera	o, Bopook adoodank maniper
Street Address. 3240 VIA Nibera	
City: Escondido State: CA Zip: 92029	
DO NOT	USE THIS SPACE
9. Signature.	
	$\gamma$ (11)
Jerry R. Potts	My W Jaty December 20, 2
Name of Person Signing	Signature Date
	cover sheet, attachments, and documents:
	d with required cover sheet information to:

PATENT REEL: 013613 FRAME: 0533

## **ASSIGNMENT**

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the following inventors, PETER C. SARA and HENRY M. AVILA (hereinafter called "ASSIGNORS"), hereby assign, transfer and set over to Allied Lighting Systems, Inc., a corporation organized under the laws of the State of California and having a principal place of business at 3914 Murphy Canyon Road, Suite A107, San Diego, CA 92123, (hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to the invention known as Light Fixture and to a United States Patent, No. 6,168,295 issued by United States Patent and Trademark Office on January 2, 2001.

- ASSIGNORS agree without charge to said ASSIGNEE but at ASSIGNEE'S expense (a) to execute all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title therein in ASSIGNEE, its successors, assigns or nominees; (b) to execute all papers in connection with any interference or other legal or quasi-legal proceedings relating to these application or to any continuation, continuation-in-part, or divisional applications thereof; (c) to execute all papers and documents which may be necessary in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (d) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (e) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention in any country throughout the world.
- 2. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and the appropriate officials in any other country, to issue any and all Letters Patent that may be granted upon any patent application or any additional, continuation, continuation-in-part or divisional applications thereof to the ASSIGNEE, its successors, assigns or nominees.
- 3. ASSIGNORS further assign to and empower ASSIGNEE, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and said patent applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

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- 4. ASSIGNORS further agree that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of ASSIGNEE or its successors, assigns, or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
- 5. Each ASSIGNOR hereby covenants and warrants that he has full right to convey the entire right, title and interest by this instrument, free of any encumbrances, and that no other agreement has been or will be executed in conflict herewith.

Date:	3/27/02	Signature of Assignor _	liter Cong	
	/ /		Peter C Sara	

Date: 3/27/02 Signature of Assignor Henry M. Avila

**RECORDED: 12/20/2002**