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OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

Charles J. DiPasquale

Jerry S.C. Yang

1-7-03

2. Name and address of receiving party(ies)

Name: Smart Industries, Inc.

Internal Address: _____

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 1612 Hutton Drive, Suite 100

City: Carrollton State: TX Zip: 75006

Execution Date: 12/09/2002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): Attorney Docket D354.1612.4113

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

A. Patent Application No.(s) _____

29/160,122

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: Dennis T. Griggs

Internal Address: _____

Street Address: 17950 Preston Road

Suite 1000

City: Dallas State: TX Zip: 75252

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 40.00



Enclosed Credit Card Authorization



Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Dennis T. Griggs

Name of Person Signing

Signature

12/30/2002

Date

Total number of pages including cover sheet, attachments, and documents: 4

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

01 FC:0021

40.00 UP

PATENT
REEL: 013635 FRAME: 0538

ASSIGNMENT

WHEREAS, we, Charles J. DiPasquale, a U.S. citizen and Jerry S.C. Yang, a citizen of Taiwan, R.O.C., residing at the addresses as stated below, respectively, have jointly made an invention entitled

"LANDSCAPE LIGHTING FIXTURE"

Filed: 05/03/2002 Serial No. 29/160,122

for which we have executed a declaration under 37 C.F.R. §1.63 as joint inventors of an application for United States Letters Patent contemporaneously herewith.

WHEREAS, we represent and warrant that we are the joint owners of said invention and application for Letters Patent;

WHEREAS, SMART INDUSTRIES, INC. (hereinafter referred to as ASSIGNEE), a corporation organized under the laws of the State of Texas, U.S.A., having a place of business at 1612 Hutton Drive, Suite 100, Carrollton, Texas 75006, is desirous of acquiring the same;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by us, we have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said application, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent or the legal equivalent thereof on said invention in any and all foreign countries, and the right to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property and the Patent Cooperation Treaty for such corresponding applications, or any division, continuation, renewal or substitution thereof, and as to letters patent any reissue, re-examination or extension thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

We jointly and severally covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We jointly and severally represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent application has been or will be made or entered into which would conflict with this assignment and sale.

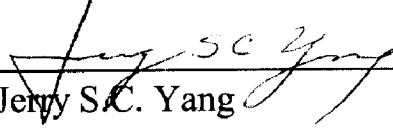
We hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent based on said application and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns.

Each of the undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

IN TESTIMONY WHEREOF, we have duly executed this assignment on the date indicated next to our names.

Date: 12/9/02 
Charles J. DiPasquale
First Joint Inventor

Post Office Address 1612 Hutton Drive, Suite 100
Carrollton, Texas 75006 U.S.A.

Date: 12/19/02 
Jerry S.C. Yang
Second Joint Inventor

Post Office Address: 8F-8, No. 20 Ta Lung Road
Taichung, Taiwan, R.O.C.

NOTARY/WITNESS NOT REQUIRED