

02-14-2003



To the Honorable Commissioner of Patents.

102366659

d original documents or copy thereof.

1. Name of conveying party(ies): 2-12-03

Energy Savings, Inc.

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

2. Name and address of receiving party(ies)

Name: Universal Lighting Technologies, LLC

Internal Address \_\_\_\_\_

Street Address: 26 Century Blvd., Suite 600

City: Nashville ST: TN ZIP 37229-0159

Additional name(s) &amp; address(es) attached?

3. Nature of conveyance:

Assignment

Execution Date: November 22, 2002

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

A. Patent Application No.(s):

B. Patent No.(s): 6,437,520

Additional numbers attached? \* Yes ☐ No

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

Name: WADDEY &amp; PATTERSON

Internal Address: BANK OF AMERICA PLAZA

SUITE 2020

Street Address: 414 UNION STREET

City: NASHVILLE State: TN Zip: 37219

Customer No. 23456

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 3.41):..... \$800.00

The fee is enclosed

8. Deposit account number:

23-0035

(Attach duplicate copy of this page if paying by deposit account.)

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

Phillip E. Walker, Reg. No. 52,336

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, DC 20231

**CONTINUATION OF PATENT RECORDATION COVER SHEET**

Patent Assignment on the following pages.

Conveying party: Energy Savings

Receiving party: Universal Light Technologies, LLC

UNITED STATE PATENT NO.	DESCRIPTION
6,333,605	Light Modulating Electronic Ballast
6,177,769	Electric Ballast with Selective Power Dissipation
6,137,239	Electronic Ballast with Selective Load Control
6,111,365	Fast Starting, Surge Limited, Electronic Ballast
6,091,199	Heat Spreader for Electronic Ballast
6,023,132	Electronic Ballast Deriving Auxiliary Power from Lamp Output
5,982,113	Electronic Ballast Producing Voltage Having Trapezoidal Envelope for Instant Start Lamps
5,973,455	Electronic Ballast with Filament CutOut
5,936,357	Electronic Ballast that Manages Switching Frequencies for Extrinsic Purposes
5,925,990	Microprocessor Controlled Electronic Ballast
5,789,866	Electronic Ballast with Reversely Wound Filament Winding
5,747,941	Electronic Ballast that Monitors Direct Current through Lamp Filaments
5,539,281	Externally Dimmable Electronic Ballast
5,500,576	Low Height Ballast for Fluorescent Lamps
5,493,181	Capacitive Lamp Out Detector
5,493,180	Lamp Protective, Electronic Ballast
5,461,287	Booster Driven Inverter Ballast Employing the Output from the Inverter to Trigger the Booster
5,440,475	Electronic Ballast with Low Harmonic Distortion
5,396,155	Self Dimming Electronic Ballast

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), dated as of November 22, 2002, is made by Richard M. Fogel, not individually but solely as trustee for the estate of Energy Savings, Inc., a Delaware corporation ("Assignor") to Universal Lighting Technologies, Inc., a Delaware corporation ("Assignee").

### BACKGROUND

Assignor is the Chapter 11 trustee for Energy Savings, Inc., a Delaware corporation, pursuant to the Application for an Order Approving the Chapter 11 Trustee and related Order attached hereto as Exhibit A.

Assignor has authority to execute this Assignment pursuant to the Order Authorizing Trustee's Sale of Assets Outside the Ordinary Course of Business, Free and Clear of Liens, Claims, Encumbrances and Interests attached hereto as Exhibit B.

Assignor is the sole and exclusive owner of all right, title and interest in and to the Patents (defined below) and has agreed to assign the Patents to Assignee, in accordance with the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

### ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the United States and foreign patents and patent applications listed on the attached Schedule 1 ("Patents"), including all inventions and improvements claimed therein; all reissues, divisions, substitutes, continuations, renewals, continuations-in-part and all reissues or extensions thereof, of any of the foregoing; including all income, royalties, damages or payments now and hereafter due and/or payable with respect to the Patents, including without limitation damages or payments for infringement of the Patents, the right to sue for past, present and/or future infringements of the Patents throughout the world (collectively, the "Rights"). All such Rights to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns to the full end of the terms for which such Rights may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, transfer, conveyance and sale had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign patents or patent applications the foreign equivalent as the case may be, to record Assignee as the owner of the true right, title and interest in, to and under the Patents and to issue any and all letters patent on inventions or resulting from applications included within the Patents to Assignee. Assignor hereby represents and covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict with this Assignment.

## FURTHER ASSURANCES

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance to fully secure the Patents and the Rights to the Assignee, its successors, assigns and legal representatives, at Assignee's request and expense including (i) the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, deposits and other documentation as may be reasonably required, (ii) the preparation and prosecution of any application for registration or any application for renewal of or maintenance of a registration covering any of the Patents, (iii) the prosecution or defense of any oppositions, interferences, infringement suits or other proceedings that may arise in connection with the Patents, including but not limited to, testifying as to any facts relating to the Patents assigned herein and this Assignment, (iv) obtaining any additional patent protection for the Patents that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world, and (v) the implementation or perfection of this Assignment.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney or attorneys of Assignor with full power of substitution, in the name of the Assignee or in the name of the Assignor, but by and on behalf and for the sole benefit of Assignee, to do all such acts and things and execute any instruments in relation thereto as Assignee shall deem advisable in order to assert ownership, receive, collect, or assert or enforce any right, title, benefit or interest of any kind in or to any of the Patents. Assignor agrees that the foregoing appointment made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment the day and year first above written.

Richard M. Fogel, not individually but solely as trustee for the estate of Energy Savings, Inc.

By: [Signature]

Its: [Signature]

STATE OF ILLINOIS       )  
                                      )SS.  
COUNTY OF COOK       )

On this 22<sup>nd</sup> day of November, 2002 there appeared before me Richard M. Fogel, personally known to me, who acknowledged that he signed the foregoing Assignment, not individually but solely as trustee for the estate of Energy Savings, Inc., as his voluntary act and deed.

[Signature]  
Notary Public

My Commission Expires: 9/26/05



<b>UNITED STATES PATENT / APPLICATION NO.</b>	<b>DESCRIPTION</b>
<b>6,437,520</b>	<b>Electronic Ballast with Cross-Coupled Outputs</b>
<b>6,333,605</b>	<b>Light Modulating Electronic Ballast</b>
<b>6,177,769</b>	<b>Electric Ballast with Selective Power Dissipation</b>
<b>6,137,239</b>	<b>Electronic Ballast with Selective Load Control</b>
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<b>5,982,113</b>	<b>Electronic Ballast Producing Voltage Having Trapezoidal Envelope for Instant Start Lamps</b>
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<b>5,493,181</b>	<b>Capacitive Lamp Out Detector</b>
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5,440,475	<b>Electronic Ballast with Low Harmonic Distortion</b>
5,396,155	<b>Self Dimming Electronic Ballast</b>