

05-15-2003



102448456

Law Office of Ray R. Regan, P.A.

Ray R. Regan, a Registered Patent Attorney, Celebrating Clients Who Through Their Efforts
Promote the Progress of the Useful Arts by Seeking Exclusive Rights to Their Discoveries

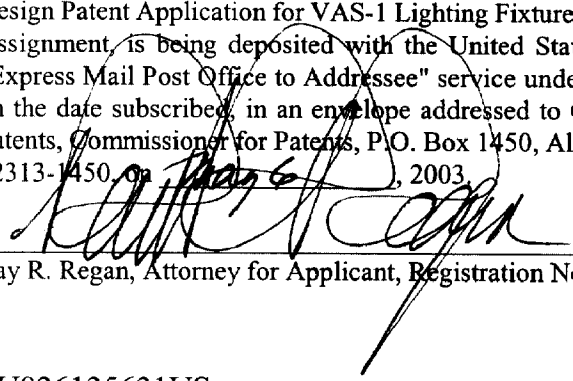
—U.S. Constitution Art. I, §8, Cl. 8

1040 U.S. PTO
29/181246



S-6-03

I hereby certify that this Recordation Cover Sheet pertaining to a U.S. Design Patent Application for VAS-1 Lighting Fixture, with the attached Assignment, is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. §1.10 on the date subscribed, in an envelope addressed to Commissioner for Patents, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450, on May 6, 2003.


Ray R. Regan, Attorney for Applicant, Registration No. 36,899

Express Mail Label Number:
Attorney Docket Number:

EU926135631US
2119.026

RECORDATION COVER SHEET PATENTS ONLY

29,181,246

This sheet is modeled after Form PTO-1595

To: Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Please record the attached true copy document.

1. Names of Conveying Parties: David Patterson and Ramiro Barajas
2. Name and Address of Receiving Parties: Insight Lighting, Inc., a New Mexico corporation, street address 4341 Fulcrum Way, Rio Rancho 87126, and post office or mailing address 4341 Fulcrum Way, Rio Rancho 87126.
3. Nature of Conveyance: Assignment of Invention, Patent Application, and Patents.

Execution Date:

4. A. Application Number or Patent Number: Applied for.

B. If The Attached Document is Being Filed with a New Patent Application, the Execution Date of the Application: April 30, 2003

5. Name and Address to Whom Correspondence Should be Mailed:

Ray R. Regan, Esq.
Attorney for Applicant
Mailing Address:
P.O. Box 1442
Corrales, New Mexico 87048

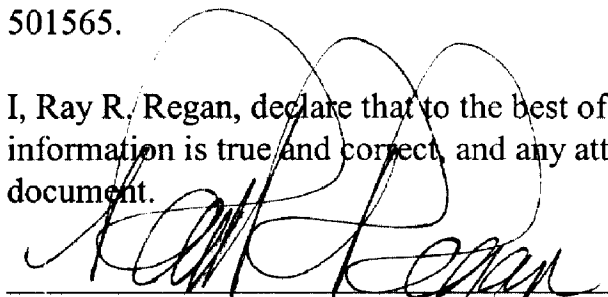
Registration Number 36,889
Telephone: (505) 897-7200
Facsimile: (505) 897-7201

6. Total Number of Applications and Patents Involved: One (1)

7. Total Fee Enclosed: \$40.00.

8. Deposit Account Number: Law Office of Ray R. Regan, Deposit Account Number 501565.

9. I, Ray R. Regan, declare that 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.



Typed Name: Ray R. Regan

Dated the 6th day of May, 2003

[X] Total number of pages including cover sheet, any attachments, and the document: 6

ASSIGNMENT OF INVENTIONS, APPLICATIONS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION paid to Assignors by Assignee, receipt of which is acknowledged by Assignors:

1. Assignors declare and agree that as used in this document ("Assignment") the following terms have the following meaning:

A. "Applications" means and includes both individually and collectively the Design Patent Application for the invention entitled VAS-1 Lighting Fixture filed under Express Label Number EU926135631US.

B. "Letters Patent" means and includes both individually and collectively (i) any and all letters patent issued in the United States and anywhere in the world in connection with the Applications; and (ii) any and all direct and indirect divisions, continuations, and continuations-in-part of the Application and any Letters Patent; and (iii) any and all reissues or extensions of Letters Patent; (iv) any and all rights under any international treaties and conventions, including without limitation the International Convention for the Protection of Industrial Property; (v) any and all applications for a patent or patents filed in countries other than the United States ("Foreign Countries"); and (v) any and all patents that issue in connection with the invention or inventions disclosed in the Application.

C. "Assignors" means David Patterson and Ramiro Barajas.

D. "Assignee" means Insight Lighting, Inc., a New Mexico corporation, including (i) any and all subsidiaries, affiliates and controlled companies of Assignee, and (ii) any and all successors, assigns and legal representatives of Assignee.

E. "Attorney" means Ray R. Regan, Esq., whose mailing address is P.O. Box 1442, Corrales, New Mexico 87048, whose street address is 40 Sego Lane, Corrales, New Mexico 87048, and whose telephone number is (505) 897-7200.

F. "Invention" means the entire right, title and interest of Assignors in connection with the invention described in the Applications.

2. In consideration of the mutual promises provided in this Assignment, and other good

and sufficient consideration, receipt of which is acknowledged, Assignors assign, sell, and convey the Invention, the Applications, and the Letters Patent to Assignee.

3. Assignors also assign, sell, and convey to Assignee any and all improvements and modifications in connection with the Invention .

4. Assignors also assign, sell, and convey to Assignee the entire right title and interest of Assignors to file patent applications in Foreign Countries in connection with the Application and Invention ("Foreign Applications"), including the right to claim all benefits of any and all international conventions in connection with Foreign Applications.

5. Assignors authorize and request the United States Commissioner of Patents and Trademarks, and patent office officials in Foreign Countries who are authorized by the patent laws of the Foreign Countries to issue patents, to issue any and all Letters Patent and other forms of patents in connection with the Invention, Applications, and Foreign Applications to Assignee as owner of the entire right, title and interest in the Invention, and for the sole use and benefit of Assignee.

6. Assignors will, without receiving additional consideration and without expense to Assignors, sign any and all lawful papers and writings, and perform any and all other lawful acts Assignee may request of Assignors which are, in the sole discretion of Assignee, appropriate or necessary to fully implement and make effective this Assignment, including by way of example but not of limitation (i) promptly executing all original, divisional, continuing, continuation-in-part applications, substitute, reissue, and other United States and Foreign Countries' Applications in connection with the Invention; (ii) promptly executing any and all lawful documents requested by the Assignee to further the prosecution of any Applications in connection with the Invention, and (iii) cooperating with Assignee in executing any and all lawful documents and producing evidence in connection with any nullification, reissue, extension, infringement and invalidity proceedings involving the Invention.

7. Assignors, for the same consideration, represent and warrant to Assignee, and to the Assignee's successors, assigns, and legal representatives, that at the time of execution and delivery of this Assignment, except for any rights, titles and interests that have arisen in favor of Assignee

under law or that have already been transferred to Assignee, Assignors are the lawful owners of the entire right, title and interest in and to the Invention and Application; that the entire right, title and interest in and to the Invention and Application are unencumbered; and that Assignors have good and full right and lawful authority to assign, sell and convey the entire right, title and interest in and to the Invention and Application as provided in this Assignment.

8. Assignors, for the same consideration, grants to the Attorney the power to insert on this Assignment any further and additional identification which may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment in the United States Patent and Trademark Office, including, without limitation, the Application Serial Number assigned by the United States Patent and Trademark Office to the Application, having an execution date of ~~August~~ April 30, 2003.

Date: April 30, 2003

ASSIGNORS:

David Patterson

Name: David Patterson

Ramiro Barajas

Name: Ramiro Barajas

STATE OF NEW MEXICO)
)
COUNTY OF)

The foregoing instrument was acknowledged and sworn to before me this 30th day of April, 2003, by David Patterson.

My Commission Expires: 1-22-07

Rebecca Montoya
Notary Public

STATE OF NEW MEXICO)
)
COUNTY OF)

The foregoing instrument was acknowledged and sworn to before me this 30th day of April, 2003, by Ramiro Barajas.

My Commission Expires: 1-22-07

Rebecca Montoya
Notary Public