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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

William A. Hein

12/20/02

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

2. Name and address of receiving party(ies)

Name: Allied Lighting Systems, Inc. akaAllied Universal Suppliers

Internal Address: _____

Street Address: 3914 Murphy Canyon RoadSuite A 107City: San Diego State: CA Zip: 92123Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other Exclusive License AgreementExecution Date: May 7, 1999

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

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

A. Patent Application No.(s) _____

B. Patent No.(s) U.S. 6,168,295 andDES 417,301Additional numbers attached? ☐ Yes ☐ No

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

Name: Jerry R. Potts

Internal Address: _____

Street Address: 3248 Via RiberaCity: Escondido State: CA Zip: 920296. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed CK # 1253☐ Authorized to be charged to deposit account

8. Deposit account number: _____

07/24/2003 DBYRME 00000204 10325075

DO NOT USE THIS SPACE

01 FC:80219. Signature.

40.00 OP

Jerry R. Potts

Name of Person Signing

Signature

December 20, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 13

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01/02/2003 DBYRME 00000187 10325072

01 FC:8021

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PATENT
REEL: 014313 FRAME: 0221JC828 U.S. PTO
10/325072
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LICENSE AGREEMENT

This license agreement ("Agreement") is entered into by and between William A. Hein ("Hein" or "Licensor"), an individual residing at 807 6th Street, Manhattan Beach, California 90266 and Allied Universal Suppliers, ("Allied" or "Licensee"), a corporation organized and existing under the laws of the State of California with its principal place of business at 16935 West Bernardo Drive, San Diego, California 92127 and is made with reference to the following:

WHEREAS, a certain invention, generally characterized as a light fixture and currently known by the name "Dominor", is the subject of Licensor's Patent Rights as defined below:

WHEREAS, William A. Hein is a joint inventor of said invention;

WHEREAS, the Licensee is desirous of obtaining certain rights from the Licensor for the commercial development, manufacture, use and sale of the invention, and the Licensor is willing to grant such rights;

NOW, THEREFORE, the parties do hereby agree and covenant as follows:

1. Definitions

- A. "Patent Rights" means rights to any subject matter claimed in or covered by a U.S. Design Patent Application, Serial No. 29/094, 329, filed September 30, 1998, titled "Light Fixture", an additional U.S. Design Patent application, ~~serial~~ ~~to be filed~~, and a U.S. Utility Patent Application, ~~serial~~ ~~to be filed~~, and any divisional, continuation, continuation in part patent application thereof, any patents issuing therefrom and any corresponding foreign patent applications, including any patents issuing therefrom. (Licensee shall provide patent filing data as an addendum hereto, when such data is available.)
- B. "Licensed Product" means any device that is either covered by the Patent Rights or whose manufacture, use, or sale would constitute, but for the license granted to the Licensee pursuant to this Agreement, an infringement of a claim within the Patent Rights
- C. "Net Sales Price" for the purpose of computing royalties means Licensee's invoice price, f.o.b. factory, after deduction of freight allowances, shipping charges, any applicable taxes, cash discounts and agents' commissions.
- D. "Term" means the period commencing April 30, 1999, and ending April 30, 2019.
- E. "Territory" means any nation, territory or possession worldwide.
- F. "Royalties" means a Royalty as defined in paragraph 3 herein
- G. "Royalty Payment Period" means each calendar quarterly period during the Term and during the sell-off period, if granted.
- H. "Marketing Date" means the following date(s) by which the Licensed Product shall be available and marketed to the public by June 30, 1999, (subject to strikes or material availability).

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- I. "Affiliate" means, with regard to Licensee, any corporation or other entity which directly or indirectly controls, is controlled by, or is under common control with Licensee. "Control" of an entity shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of such entity, whether through ownership of voting securities, by contract or otherwise.
- J. "Laws" means any and all applicable laws, rules, and regulations, including but not limited to, local and national laws, rules and regulations, treaties, voluntary industry standards, association laws, codes or other obligations pertaining to any of Licensee's activities under this Agreement, including but not limited to those applicable to the manufacture, pricing, sale and/or distribution of the Licensed Products.
- K. "Manufacturer" means any of Licensee's third-party manufacturers and suppliers (and their sub-manufacturers and suppliers) which reproduce the Licensed Products, or components thereof, and/or which assemble such Licensed Products.
- L. "Billboards" means advertising on a vertical surface.
- M. "Roadway Lighting" means any roadway application.

2. Rights Granted

- A. In consideration for Licensee's promise to pay, and Licensee's payment of, all Royalties required hereunder, Hein grants Licensee the exclusive right, during the Term, and within the Territory, to make, use, have made, and sell the Licensed Product for use in connection with Billboards, Lot Lighting, and Roadway Lighting.
- B. All rights not expressly granted to Licensee herein are reserved to Hein.
- C. Unless Hein consents in writing, Licensee shall not give away or donate Licensed Products for the purpose of promoting sales of Licensed Products, except for minor quantities or samples which are not for resale or onward distribution and which are clearly marked as such.
- D. Nothing contained in this Agreement shall be deemed to imply any restriction on Licensee's freedom to sell the Licensed Products at such prices as Licensee shall determine.

3. Royalties and Commissions

- A. In consideration for the license granted herein and such other good and valuable consideration, the adequacy of which is acknowledged by Licensee, Licensee shall pay to Hein a royalty of Ten Dollars (\$10.00) in United States currency for each Licensed Product sold during the term of this Agreement. A Licensed Product shall be considered sold for the purpose of the calculation and payment of Royalties hereunder when the Licensed Product is shipped to customer and payment is received by Licensee.
- B. Transfer of a Licensed Product for sale to another, to any Affiliate, subsidiary, partnership, corporation or other entity in which the Licensee has an interest shall constitute a sale pursuant to which a Royalty shall be calculated and paid under paragraph 3.A of this Agreement.

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- C. In addition to the Royalty herein, William A. Hein shall be entitled to a commission of 2% of the Net Sales Price for any Licensed Product he sells directly to a third party other than Van Wagner Communications, LLC as provided in paragraph 20 herein.
- D. It being recognized by Licensee that valuable intellectual property rights, whether patentable or not, are being conveyed herein to Licensee by Licensor, Licensee agrees that in the event that any patent or claim thereof included within the Patent Rights shall be held invalid in a final decision by the U.S. Patent Trademark Office or a court of competent jurisdiction and last resort from which no appeal has or can be taken, the obligation to pay Royalties as set forth herein shall nevertheless continue in full as provided under this Agreement throughout the Term.

4. Patent Prosecution and Maintenance

- A. The Licensee shall diligently prosecute patent application and maintain United States patents comprising the Patent Rights. The Licensee shall provide the Licensor with copies of all relevant documentation so that the Licensor may be informed and apprised of the continuing patent prosecution, and the Licensor agrees to keep this documentation confidential. Licensor further agrees to do all things reasonably necessary to assist Licensee in the prosecution of patent applications.
- B. Licensee shall pay attorney's fees and costs for prosecuting patent applications for the Licensed Product including patent maintenance fees.

5. Use of Names and Trademarks

Nothing in this Agreement shall be construed as conferring any right by one party to use any name, trade name, trademark, or other designation including contractions, abbreviations, trade dress or simulations thereof, of the other party, in advertising, publicity or other promotional activities.

6. Approval of Production Samples

- A. As early as possible, and in any case before commercial production of Licensed Product, Licensee shall submit to Hein for Hein's review and approval a prototype of the Licensed Product which Licensee proposes to sell. Hein shall review and either approve or disapprove the Licensed Product within ten (10) days. Hein shall not unreasonably refuse to give his approval. If Hein does not approve or disapprove within ten (10) days the prototype shall be deemed approved. Any Licensed Product disapproved by Hein shall be deemed unlicensed and shall not be manufactured or sold by either party.
- B. Hein will not unreasonably object to any change in the design of an Licensed Product or in the materials used in the manufacture of the Licensed Product or in the process of manufacturing the Licensed Product which Licensee advises Hein in writing is intended to make the Licensed Product safer or more durable.
- C. Licensee agrees to make available at no charge samples of Licensed Product as Hein may from time to time reasonably request.
- D. No modification of an approved production sample shall be made without Hein's further prior written approval. All Licensed Product being sold must conform in all respects to the approved production sample.

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7. Compliance with Approved Samples and Applicable Laws and Standards

Licensee covenants that each Licensed Product and component thereof distributed hereunder shall be of good quality and free of defects in design, materials and workmanship, and shall comply with all applicable Laws including those pertaining to the manufacture, sale, pricing and distribution of the Licensed Product, and such specifications, if any, as may have been specified in connection with this Agreement.

8. Active Marketing of Licensed Product

Licensee agrees to manufacture (or have manufactured for Licensee) and actively offer for sale the Licensed Product and to actively exercise the rights granted herein. Licensee agrees that by the Marketing Date, or the date of any applicable amendment, shipments to customers of such Licensed Product will have begun taking place.

9. Statements And Payments of Royalties

- A. Licensee agrees to furnish to Hein by the 30th day after each Royalty Payment Period full and accurate statements showing (a) the quantity sold, (b) the sales price, (c) the identity of the customer and (d) the shipment and delivery date of each sale of Licensed Product during the immediately preceding Royalty Period. At the same time Licensee will pay Hein all Royalties due on billings shown by such statements. No deduction or withholding from Royalties payable to Hein shall be made by reason of any tax. Any applicable tax on the manufacture, distribution and sale of the Licensed Product shall be borne by Licensee. Royalty Payment Period shall be quarterly.
- B. Receipt or acceptance by Licensor of any of the statements furnished pursuant to this Agreement or of any sums paid hereunder shall not preclude Licensor from questioning the correctness thereof at any time, and in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified and the appropriate payments made by Licensee. Upon demand of Licensor, Licensee shall at its own expense, but not more than once in any twelve (12) month period, furnish to Licensor a detailed statement by an independent certified public accountant showing the number, description of items sold, gross sales price itemized deductions from gross sales price and net sales price of the Licensed Product(s) covered by this Agreement distributed and/or sold by Licensee up to and including the date upon which Licensor has made such demand. All statements and reports provided by Licensee by Licensor shall be held in confidence by the Licensor.

10. Interest

Royalties or any other payments due to Hein hereunder which are received after the due date shall bear interest at the rate of 10% per annum from the due date (or the maximum permissible by law if less than 10%).

11. Audits And Maintaining Records

- A. Licensee agrees to keep accurate records of all transactions relating to this Agreement regarding the Licensed Product, including, without limitation, records of sales and shipments of licensed product by Licensee, and records of returns, and to reserve such records for two (2) years after the expiration or termination of this Agreement.

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- B. Hein, or Hein's representatives, shall have the right from time to time to examine and make extracts from all such records to verify the accuracy of Licensee's statements or Licensee's performance hereunder.
- C. If in an audit of Licensee's records it is determined that there is a shortfall in Royalties reported for any Royalty Payment Period, Licensee shall in addition to immediately paying Licensor all unpaid Royalties and interest, reimburse Hein for all reasonable accountant's fees and costs of the audit if the shortfall is five percent (5%) or more.
- D. If Licensee has failed to keep adequate records for one or more Royalty Payment Periods, the Royalties owed to Hein for such Royalty Payment Period(s) will equal the highest Royalties owed to Hein in a Royalty Payment Period to which Licensee has kept adequate records. If Licensee has failed to keep adequate records for any Royalty Payment Period, Hein will assume a reasonable amount of Royalties which Licensee will owe to Hein.

12. Manufacture of Licensed Product by Third Party Manufacturers

- A. Licensee agrees to supply Hein with the names and addresses of all of its own manufacturing facilities for the Licensed Product.

13. Indemnity

- A. Licensee shall indemnify Hein during and after the term hereof against all claims, demands, suits, judgments, losses, liabilities (including settlements entered into in good faith with Licensee's consent, not to be unreasonably withheld) and expenses of any nature (including reasonable attorneys' fees) arising out of Licensee's activities under this Agreement, including but not limited to, any actual or alleged: (1) negligent acts or omissions on Licensee's part, (2) defect (whether obvious or hidden and whether or not present in any Sample approved by Hein) in an Licensed Product, (3) personal injury, (4) infringement of any rights of any other person by the manufacture, sale, possession or use of Licensed Product, (5) breach on Licensee's part of any covenant, representation or warranty contained in the Agreement, or (6) failure of the Licensed Product or by Licensee to comply with applicable Laws.
- E. Licensee agrees to give Hein prompt written notice of any claim or suit which may arise under the indemnity provision set forth above.

14. Insurance

Licensee shall maintain in full force and effect at all times while this Agreement is in effect and for three years thereafter commercial general liability insurance on a per occurrence form, including broad form coverage for contractual liability, property damage, products liability and personal injury liability (including bodily injury and death), waiving subrogation, with minimum limits of no less than two million dollars (US \$2,000,000.00) per occurrence, and naming Hein as additional insured. Licensee also agrees to maintain in full force and effect at all times while this Agreement is in effect such Worker's Compensation Insurance as is required by applicable law and Employer's Liability Insurance with minimum limits of one million dollars (US \$1,000,000.00) per occurrence. All insurance shall be primary and not contributory. Licensee shall deliver to Hein a certificate or certificates of insurance evidencing satisfactory coverage and indicating that Hein shall receive thirty (30) days unrestricted prior written notice of cancellation, non-renewal or of any material change in coverage. Licensee's insurance shall

be carried by an insurer with BEST Guide rating of B + VII or better. Compliance herewith in no way limits Licensee's indemnity obligations, except to the extent that Licensee's insurance company actually pays Hein amounts which Licensee would otherwise pay Hein.

15. **Termination**

Without prejudice to any other right or remedy available to Hein:

- A. Hein shall have the right at any time to terminate this Agreement by giving Licensee written notice thereof if (1) Licensee fails to manufacture, sell and/or distribute the Licensed Product in accordance with this Agreement, or (2) fails to furnish statements and pay Royalties as herein provided, or (3) if Licensee otherwise materially breaches the terms of this Agreement, and if any such failure or other breach is not corrected within forty five (45) days after Hein sends Licensee written notice thereof.
- B. Hein shall have the right at any time to terminate this Agreement immediately by giving Licensee written notice without a cure period:
- (1) if Licensee shall make any assignment for the benefit of creditors, or file a petition in bankruptcy, or is adjudged bankrupt, or becomes insolvent, or is placed in the hands of a receiver, or if the equivalent of any such proceedings or acts occurs, though known by some other name or term;
 - (2) if Licensee breaches a provision of this agreement of which Hein has previously given written Licensee notice.

Without prejudice to any other right or remedy of Licensee:

- A. The Licensee shall have the right at any time to terminate this Agreement by giving notice in writing to the Licensor. Termination of this Agreement shall be effective ninety (90) days from the effective date of such notice.
- B. Any termination pursuant to paragraph (a) shall not relieve the Licensee of any obligation or liability or liability accrued hereunto prior to such termination or rescind anything done by the Licensee or any payments made to Licensor hereunder prior to the time such termination becomes effective, and such termination shall not effect in any manner any rights of the Licensor arising under this Agreement prior to such termination.
- C. Until either party shall give to the other Notice of Termination of this Agreement as herein provided, the Licensor shall not manufacture or enter into any arrangement with any other person, firm, or company for the assembly or manufacture of the Licensed Product.

16. **Rights And Obligations Upon Expiration or Termination**

- A. Upon the expiration or termination of this Agreement, all rights herein granted to Licensee shall revert to Hein, and Hein shall be entitled to retain all Royalties and other things of value paid or delivered to Hein. Licensee agrees that the Licensed Product shall be manufactured during the term in quantities consistent with anticipated demand therefor so as not to result in an excessive inventory build-up immediately prior to the end of the term. Licensee agrees that from the

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expiration or termination of this Agreement Licensee shall neither manufacture nor allow to be manufactured for Licensee any Licensed Product, and that, provided the patent rights still include enforceable claims, except as hereinafter provided, Licensee will cease selling Licensed Product.

- B. If Licensee has any unsold Licensed Product in inventory on the expiration or termination date, Licensee shall provide Hein with a full statement of the kinds and numbers of such unsold Licensed Product. Assuming Licensee has provided such statement, Licensee shall have the right for a limited period of three (3) calendar months from such expiration or earlier termination date to sell off and deliver such Licensed Product as authorized under Subparagraph 2. A. Licensee shall furnish Hein statements covering such sales and pay Hein Royalties in respect of such sales.
- C. Any inventory of Licensed Product in Licensee's possession or control after the expiration or termination hereof and of any sell-off period granted hereunder shall be sold to Licensor at Licensee's cost, or destroyed at Licensor's discretion.

17. Waivers

A waiver by either party at any time of a breach of any provision of this Agreement shall not apply to any breach of any other provision of this Agreement, or imply that a breach of the same provision at any other time has been or will be waived, or that this Agreement has been in any way amended, nor shall any failure by either party to object to conduct of the other be deemed to waive such party's right to claim that a repetition of such conduct is a breach hereof.

18. Purchase of Licensed Product by Hein for Sale to Van Wagner

- A. As additional consideration for this Agreement, Licensee shall sell to William A. Hein, or his designee, during the Term of this Agreement, Licensed Product for resale directly to Van Wagner Communications, L.L.C., for its use only. Sales of Licensed Product pursuant to this paragraph 18 shall not exceed 3500 in any calendar year and shall be without royalty or commission. The sales price payable by Hein to Licensee for each such Licensed Product shall be Two Hundred and Twenty Dollars (\$220.00) f.o.b. factory. A one percent (1%) annual cost increase shall be added to the price of the Licensed Product sold pursuant to this paragraph. In no event shall any Licensed Product be sold below Licensee's cost. In no event shall Licensee be required to make available to Van Wagner Communications more than one half Licensee's production in a given month.
- B. In addition to the foregoing, Hein shall have the exclusive right to sell additional fixtures, over and above the 3500 fixtures per year as provided herein. Such sales shall be at least at the price Licensee sells to others and Hein shall receive a royalty of ten dollars (\$10) and a commission of two percent (2%) for each such Licensed Product sold.

19. Patent Infringement

- A. In the event that either party shall learn of the infringement of any claim of any patent licensed under this Agreement, that party shall call the attention of the other thereto in writing and shall provide that party with reasonable evidence of such infringement. Both parties to this Agreement agree that during the period and in the jurisdiction where the Licensee has exclusive rights under the Agreement, neither will notify a third party of the infringement of any of the patent

rights without first obtaining consent of the other party, which consent shall not be unreasonably denied. Both parties shall use their best effort and cooperation with each other to terminate such infringement without litigation.


- E. **Patent Rights.** If any infringing activity has not been abated with ninety (90) following the effective day of a request from the Licensee to the infringing party requesting termination of the infringement, the Licensee shall have the right to commence suit on its own account or refuse to participate in such suit. The Licensee shall give notice of its election in writing to the Licensor by the end of the sixtieth (60th) day after receiving notice of a request from the Licensor. The Licensor may thereafter bring suit for patent infringement if and only if the Licensee elects not to commence suit (other than as nominal party plaintiff) and if the infringement occurred during the period and in a jurisdiction where the Licensee owned exclusion rights under this Agreement. However, in the event the Licensee elects to bring suit in accordance with this paragraph, the Licensor may thereafter join such suit at its own expense.
- C. Such legal action as is decided upon shall be at the expense of the party on account of whom suit is brought and all recoveries recovered thereby shall belong to such parties, provided, however, that legal action brought jointly shall be at the joint expense of the parties.
- D. In the event that during the term of this Agreement the Licensee is sued by a third party alleging that the Licensed Product infringes a claim of a patent owned by the third party, the Licensee shall immediately inform Licensor of the litigation. At its option, the Licensor may defend the litigation at its own expense, decline to defend. In the event the Licensor declines to defend, the Licensee, at its option may defend the litigation and deduct reasonable attorneys fees and costs of such litigation from any Royalties payable to Licensor.

20. Assignability

- A. No rights under this Agreement shall devolve by operation of law or otherwise upon any receiver, liquidator, trustee, or other party.
- B. Licensee may sublicense Licensee's rights and/or obligations hereunder to any of Licensee's Affiliates, provided that each such Affiliate agrees to be bound by all of the terms and conditions of this Agreement, and provided that each such Affiliate agrees to guarantee Licensee's full performance of this Agreement and to indemnify Hein for any failure of such performance, and further provided that Licensee and each such Affiliate agree to provide Hein with satisfactory documentation of such agreement(s), guarantee(s) and indemnification upon Hein's request therefor.
- C. A change in name of the Licensee shall not constitute an assignment, sublicense or transfer of any of Licensee's or Licensors' rights herein.

21. Cooperation

Licensor agrees without charge to Licensee but at Licensee'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 invention in any and all countries; (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

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or with making claims to priority rights granted under the provisions of the International Convention for Production of Industrial Property or similar Agreements; (d) to cooperate with Licensee 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.

22. Non-Competition by Licenser

Throughout the term of this Agreement, and provided Licensee is not in breach of this Agreement, including paragraph 18, the Licenser shall not make, use, or sell any light fixture, which is competitive with the Licensed Product for use on Billboard or Roadway Lighting. In the event any such making, using, or selling, Licensee shall have the right at its option, either to terminate this Agreement or to apply to a court of competent jurisdiction for an injunction of such competition and damages. The rights conferred herein include the right to equitable relief, including but not limited to a temporary restraining order, a preliminary injunction, a permanent injunction or such other alternative relief as may be appropriate without the necessity of Licensee posting any bond.

23. Confidentiality

It is understood and agreed that any confidential information, trade secrets or other know how, including information relating to pending patent applications, received by either party in connection with or as a result of this Agreement shall be deemed and held as trade secrets and in confidence and shall not directly or indirectly be disclosed on behalf of any person, firm, corporation (including, without limitation any parent, subsidiary, affiliate or association corporation, firm, business, association, business entity or, agency, governmental or private entity of any kind or nature whatever, except to the extent that, at the time of its receipt, it is lawfully known to its recipient.

24. Relationship

This Agreement does not provide for a joint venture, partnership, agency, franchise, dealership, distributorship, or employment relationship between the parties, or any other relationship than that of licenser and licensee.

25. Construction

The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties. Headings of paragraphs herein are for convenience of reference only and are with substantive significance.

26. Modification or Extensions of This Agreement

Except as otherwise provided herein, this Agreement can only be extended or modified by a writing signed by both parties, provided, however, that certain modifications shall be effective if signed by the party to be charged and communicated to the other party.

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27. Notices

Any notice or payment required to be given to either party shall be deemed to have been properly given and to be effective on the date of delivery if delivered in person or ten (10) days after mailing if mailed by first-class, certified mail, postage paid to the addressee given below, or to such other address as either party shall designate by written notice to the other party.

In the case of the Licensor: William A. Hein
607 6th Street
Manhattan Beach, Ca 90266

In the case of Licensee: Peter C. Sara
Allied Lighting
16776 Bernardo Center Drive, Suite 110B
San Diego, CA 92128

28. Previous Agreements

This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes any pre-existing or contemporaneous agreement and any oral or written communications between the parties.

29. Consent to Service of Process, Venue, Jurisdiction

This Agreement and the enforcement hereof shall be subject exclusively to the internal laws (but not the choice or conflicts of law rules) of the State of California, United States of America. Licensee hereby irrevocably waives any right it may have to assert the application of any other law of any other state or nation. The parties agree that no action or proceeding may be maintained by Licensee against Hein except either in California State Court, or in the United States Federal Court, Central District of California and that these courts shall have exclusive jurisdiction over such action or proceeding. Licensee hereby irrevocably waives any right it may have to commence any action or proceeding against Hein in any other court. Licensee hereby further agrees that service of process may be made upon it by certified mail or personal service at the address provided above. This provision shall survive termination or non-renewal of this Agreement by either party for any reason.

30. Equitable Relief

Licensee acknowledges that Hein will have no adequate remedy of law if Licensee continues to manufacture, sell, advertise, promote or distribute the Licensed Product upon the expiration or termination of this Agreement. Licensee acknowledges and agrees that, in addition to any and all other remedies available to Hein, Hein shall have the right to have any such activity by Licensee restrained by equitable relief, including, but not limited to, a temporary restraining order, a preliminary injunction, a permanent injunction, or such other alternative relief as may be appropriate, without the necessity of Hein posting any bond.

31. Power to Sign

The parties warrant and represent that their respective representatives signing this Agreement have full power and proper authority to sign this Agreement and to bind the parties.

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32. **Survival of Obligations**

The respective obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including but not limited to Indemnification insurance and payment of Royalties shall survive termination, cancellation or expiration of this Agreement.

33. **Severability of Provisions**

The terms of this Agreement are severable and the invalidity of any term of this Agreement shall not affect the validity of any other term.

34. **Assignment by Joint Inventors**

This Agreement is conditional on the assignment to Allied Lighting of all rights to the Licensed Product by Henry Avila and Peter Sara. The assignment by Sara shall be irrevocable as long as Allied or its Affiliate or its Successor exists.

Please sign below under the word "Agreed". When signed by both parties this shall constitute an Agreement between Hein and Licensee.

AGREED

William A. Hein

Universal Supplies, Inc.
Allied Lighting, Division of Universal Supplies, Inc.
Peter C. Sara, President

William A. Hein
Date
5-4-99

Peter C. Sara 5/7/99
Date

Bill--

ADDENDUM

This Addendum to the License Agreement (the "Agreement") entered into on May 7, 1999 is dated September 16, 1999 between Allied Lighting Systems, Inc., a California corporation ("Lighting") and William A. Hein ("Hein")

1. All capitalized terms used in this Addendum which are not defined in this Agreement have the same meanings ascribed to them in the Agreement.
2. The Agreement shall be amended by the addition of the following three clauses immediately after the three "whereas" clauses contained in the Agreement.

"WHEREAS Licensee warrants and represents that it is a duly organized and validly existing California corporation engaged in the business of manufacturing lighting fixtures;

WHEREAS Licensee further warrants and represents that it will be the entity manufacturing the device which is the subject of this Agreement;

WHEREAS Licensee further warrants and represents that it is adequately capitalized to carry out the manufacture of the licensed device in quantities sufficient to meet projected demand and within the time required under the Agreement."

3. By this Addendum, the parties wish to confirm that Allied Lighting, Inc. a California corporation, and not Allied Universal Suppliers, Inc., a California corporation, was the Licensee.

4. On June 7, 1999, Allied Lighting, Inc. changed its name to Allied Lighting Systems, Inc. Thus, by this Addendum, the parties do confirm that Allied Lighting Systems, Inc. is the present Licensee pursuant to the Agreement.

Dated: September 16, 1999

Allied Lighting Systems, Inc.
a California corporation

William A. Hein
William A. Hein

By: Peter C. Sara
Peter C. Sara, President