

Form PTO-1595 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Douglas J. Herst  
Michael Trung Tran

Execution Date(s) 06/17/2004

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

**2. Name and address of receiving party(ies)**

Name: Acuity Brands, Inc.

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

Street Address: 1170 Peachtree St., Suite 2400

City: Atlanta

State: Georgia

Country: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

A. Patent Application No.(s)  
29/202,840

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Donald L. Beeson

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

Street Address: One Kaiser Plaza, Suite 750

City: Oakland

State: California Zip: 94612

Phone Number: 510-832-8700

Fax Number: 510-836-2595

Email Address: bsb@intprolaw.com

**6. Total number of applications and patents involved:**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 19-2383

Authorized User Name Donald L. Beeson

**9. Signature:**

Signature

7/16/04

Date

DONALD L. BEESON

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, WE, Douglas J. Herst and Michael Trung Tran, residing respectively at 11 Upper Ames, Ross, California 94957 and 1543 International Blvd., Oakland, California 94606, do hereby sell, assign and transfer unto Acuity Brands, Inc., a corporation organized under the laws of the State of Delaware, herein sometimes called "ASSIGNEE," the entire right, title and interest, together with all rights of priority, in and to our invention for a

**PORTION OF A LIGHTING FIXTURE**

as described and/or claimed in our application for Letters Patent of the United States of America, Serial No. 29/202,840, filed April 5, 2004, and as described and/or claimed in any and all applications for Letters Patent based thereon including divisions, continuations and reissues thereof as well as all foreign counterparts thereof together with all Letters Patents issuing on any of the aforesaid applications for Letters Patents, the same to be held and enjoyed by ASSIGNEE, its successors, assigns or other legal representatives, to the full ends of the terms of all said Letters Patents therefor which may be granted.

AND WE HEREBY AUTHORIZE ASSIGNEE to make applications for and to receive Letters Patents for said invention in any foreign countries in its own name, or in our name, at its election.

AND WE HEREBY COVENANT AND AGREE that we will execute or procure any further necessary assurance of title to said invention and any Letters Patent which may issue therefor and that we will, at anytime, upon the request and at the expense of ASSIGNEE deliver any testimony in any legal proceedings and execute all papers that may be necessary or desirable to perfect the title to said inventions or any Letters Patent which may be granted therefor in

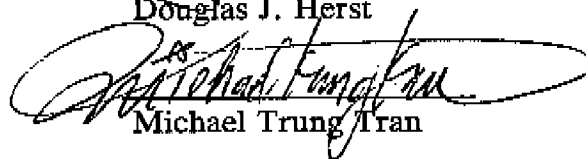
ASSIGNEE, its successors, assigns, or other legal representatives, and that we will, at any time, upon the request and at the expense of ASSIGNEE execute any continuations, divisions, reissues, or any other additional applications for Letters Patent for said invention or any part or parts thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

AND WE HEREBY AUTHORIZE AND REQUEST the Commissioner of Patents and Trademarks to issue to ASSIGNEE any and all Letters Patents of the United States for said invention resulting from any of the aforesaid applications.

Signed at Berkeley, this 17 day of June, 2004.



Douglas J. Herst



Michael Trung Tran