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OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102686478

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

1. Name of conveying party(ies):

Targetti North America, Inc.

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 01/02/2004

2. Name and address of receiving party(ies)

Name: Tivoli, LLC

Internal Address: _____

Street Address: 1513 E. Saint Gertrude Place

City: Santa Ana State: CA Zip: 92735

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

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) 5,430,627
5,918,962, 5,045,981, 4,665,470

Additional numbers attached? Yes No

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

Name: Gerard L. Oskam, Esq.

Internal Address: _____

Street Address: 2030 Main Street, Suite 1200

City: Irvine State: CA Zip: 92614

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 3.41).....\$ 320.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Gerard L. Oskam, Attorney

Name of Person Signing

Signature

03/01/2004

Date

Total number of pages including cover sheet, attachments, and documents: 5

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

03/05/2004 HBETACHE 00000026 5430627

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320.00 OP

PATENT
REEL: 015027 FRAME: 0775

4(B) Patent Nos. (continued)

D311,588

D312,135

6,017,241

6,554,446

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is made effective as of January 2, 2004 by Targetti North America, Inc., a California corporation with its principal place of business at 1513 E. Saint Gertrude Place, Santa Ana, California 92735 ("Assignor"), to Tivoli, LLC, a California limited liability company with its principal place of business at 1513 E. Saint Gertrude Place, Santa Ana, California 92735 ("Assignee").

RECITAL

Assignee and Assignor are parties to a Subscription and Contribution Agreement, effective as of January 2, 2004 (the "Subscription and Contribution Agreement"), pursuant to which Assignor has agreed to contribute, convey, assign, transfer and deliver to Assignee the Contributed Assets (as defined in the Subscription and Contribution Agreement), including certain patents of Assignor. Pursuant to the Subscription and Contribution Agreement, Assignor has agreed to execute and deliver to Assignee such bills of sale, deeds, assignments, documents of title or other instruments of assignment with respect to the Contributed Assets that are reasonably required to transfer to the Company all of Subscriber's right, title and interest thereto.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including, without limitation, the patents and patent applications listed on **Schedule A** hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

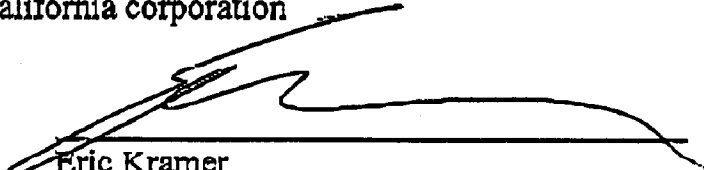
NOW, THEREFORE, as consideration for Assignee's issuance to Assignor of the Shares (as defined in the Subscription and Contribution Agreement) and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and that is symbolized thereby, all rights to sue for infringement of any Patent, whether arising before or after the date of this Assignment of Patents, and any and all renewals and extensions thereof that hereafter may be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents to be effective as of the date first written above.

Targetti North America, Inc.,
a California corporation

By:



Eric Kramer
CEO

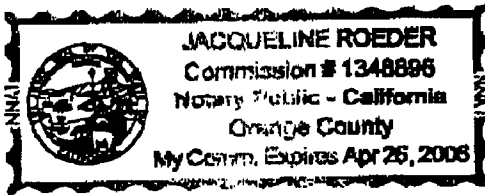
STATE OF CALIFORNIA)

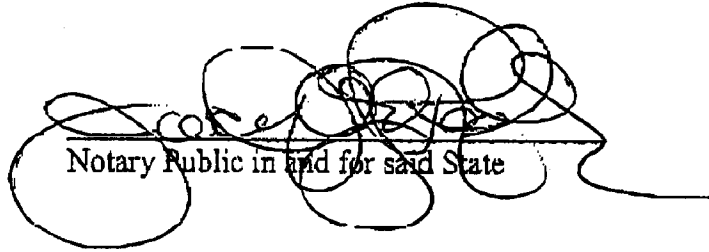
) ss.

COUNTY OF ORANGE)

On 2-18, 2004, before me, Jacqueline Roeder personally appeared Eric Kramer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public in and for said State

(SEAL)

SCHEDULE A**"PATENTS"**

U.S. Patent No	Title	Product	Expiration Date
5,430,627	Improved Step Lighting Apparatus	DualStep	16-Jun-13
5,918,962	Dual Step Light & Aisle Indicator Apparatus	Step	2-May-15
5,045,981	Lighting System with Easily Replaceable Bulbs and Retrofitting Cover	TRL - Aisle Lighting	9-Feb-10
4,665,470	Decorative Light Tubing and Method of Manufacture Thereof	Tubing Gelfil - Canada	13-Aug-06
D311,588	Aisle Lighting Assembly	Aisle	23-Oct-04
D312,135	Light Bulb Assembly for Elongated Theater Aisle Light or the like	TRL Aisle	13-Nov-04
6,017,241	Aisle Lighting Lampholder	TRL Aisle	26-Jan-18
6,554,446	Improved Step Illumination Apparatus	Two Tone Bullnose	3-Jan-20
10/60,581	Improved Light Fixture	Replaceable Usher	Not Issued
Not Filed	Improved Replaceable LED Module	ULR - Aisle	Not Filed or Issued