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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):

Dennis K. Swanson

Execution Date(s): December 30, 2004

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

2. Name and address of receiving party(ies)

Name: Lamps Plus, Inc.

Internal Address:

Street Address:

20250 Plummer Street

City: Chatsworth

State: California

Country: US Zip: 91311

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):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Billy A. Robbins
Fulbright & Jaworski L.L.P.

Internal Address: Atty. Dkt.: 3599-482XX
Street Address: 865 South Figueroa Street
29th Floor

City: Los Angeles
State: California Zip: 90017
Phone Number: (213) 892-9310
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Email Address: brobbins@fulbright.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- 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 _____
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b. Deposit Account Number 50-0337
Authorized User Name Billy A. Robbins

9. Signature:

Billy A. Robbins
Signature

JANUARY 6, 2005
Date

BILLY A. ROBBINS
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

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Assignment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto Lamps Plus, Inc., 20250 Plummer Street, Chatsworth, California 91311 (hereinafter ASSIGNEE) all right, title and interest in and to his invention relating to

TORCHIERE LAMP

as set forth in his United States Patent Application

- executed concurrently herewith
- executed on _____
- Serial No. filed Not Yet Assigned filed Concurrently Herewith

in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof and all applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all divisions, continuations, additions, extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of the said application for Letters Patent of the United States which are created by any law, treaty or international convention; to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

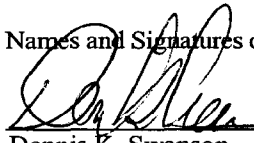
Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees that at any time upon request of said ASSIGNEE, its successors, legal representatives or assigns he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions, continuations, reissues, extensions, additions and renewals thereof and to any and all Letters Patent which may be granted therefor or thereon, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent for said invention;

Each of the undersigned hereby grants to all practitioners at the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Names and Signatures of Inventors:



Dennis K. Swanson

12-30-04

Date

Date

Names and Signatures of Witnesses:

Name:

date

Name:

date

Note: *Prima facie* evidence of execution may optionally be obtained by execution of this document before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.