

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Elumina Lighting Technologies, Inc.	10/31/2005

RECEIVING PARTY DATA

Name:	American Tack & Hardware Co., Inc.
Street Address:	Saddle River Executive Centre
Internal Address:	One Route 17 South
City:	Saddle River
State/Country:	NEW JERSEY
Postal Code:	07458

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6337541
Patent Number:	6577081
Patent Number:	6527400
Patent Number:	6905231
Application Number:	11079629
Application Number:	11069446
Application Number:	10713375

CORRESPONDENCE DATA

Fax Number: (617)248-4000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6172485000

Email: tadmin@choate.com

Correspondent Name: Jennifer Lynch

Address Line 1: Two International Place

Address Line 2: Attn: Trademark Administrator

PATENT

500058858

REEL: 016722 FRAME: 0898

OP \$280.00 6337541

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

0019182-0000

NAME OF SUBMITTER:

Jennifer Lynch

Total Attachments: 8

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ASSIGNMENT OF PATENTS

This Assignment of Patents is entered into as of October 31, 2005 by and between Elumina Lighting Technologies, Inc., an Ontario, Canada corporation having a principal place of business at c/o Spark Innovations Inc., 2189 King Road, King City, Ontario, Canada L7B 1G3 ("Assignor"), and American Tack & Hardware Co., Inc., a New York corporation having a principal place of business at Saddle River Executive Centre, One Route 17 South, Saddle River, NJ 07458 (the "Assignee").

Introduction

The Assignor, the Assignee and the Company Stockholders (as defined therein) have entered into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which the Assignee shall acquire substantially all of the assets of the Assignor including, without limitation, the Patents (as defined below).

The Assignor is the sole and exclusive owner of the entire right, title and interest in and to the patents and patent applications listed on Schedule A attached hereto and all variations thereof (the "Patents"). Assignee wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Patents.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee the entire right, title and interest of Assignor in and to the Patents, together with all registrations and applications therefor, in the United States and for all other foreign countries, including any divisions, reissues, renewals, substitutes, continuations, continuations-in-part, improvements and extensions thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and including (a) all goodwill associated with the Patents, (b) all income, royalties and rights to payment with respect to the Patents, and (c) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents with the right to sue for, and collect the same for Assignee's own use and enjoyment.

Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Patents.

2. Further Assurances. Assignor shall provide to Assignee reasonable cooperation and assistance at Assignee's request, without charge but at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens

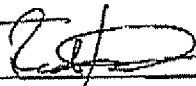
and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for or any application for renewal of any of the Patents, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceeding that may arise in connection with any of the Patents, including, but not limited to, testifying as to any facts relating to the Patents, (c) in obtaining any additional protection for the inventions disclosed in the Patents that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries and (d) for the implementation or perfection of the provisions of this Assignment.

3. **Miscellaneous.** This agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. This agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first above written.

ELUMINA LIGHTING TECHNOLOGIES, INC.

By  Secretary
(title)

AMERICAN TACK & HARDWARE CO., INC.

By _____
(title)

[Signature Page to Assignment of Patents]

3994545.2

PATENT
REEL: 016722 FRAME: 0902

STATE OF NEW YORK

COUNTY OF _____

On this ____ day of October, 2005 personally appeared the above-named _____ of American Tack & Hardware Co., Inc., and acknowledged the foregoing instrument to be the free act and deed of Assignee, before me,

Notary Public


My Commission Expires _____

PROVINCE

STATE OF ONTARIO

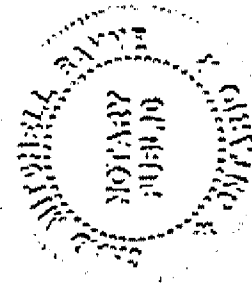
COUNTY OF TORONTO
CITY

On this 26th day of October, 2005, personally appeared the above-named Anthony Redpath, Secretary of Elumina Lighting Technologies, Inc., and acknowledged the foregoing instrument to be the free act and deed of Assignor, before me,



Notary Public CHAD MITCHELL BAINE

My Commission Expires N/A

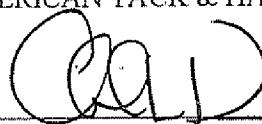


IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first above written.

ELUMINA LIGHTING TECHNOLOGIES, INC.

By _____
(title)

AMERICAN TACK & HARDWARE CO., INC.

By  _____ CEO
(title)

[Signature Page to Assignment of Patents]

STATE OF NEW YORK
COUNTY OF _____

On this 28th day of October, 2005 personally appeared the above-named
Charles L. Peter of American Tack & Hardware Co., Inc., and acknowledged the
foregoing instrument to be the free act and deed of Assignee, before me,

Monique Chiarito
Notary Public
My Commission Expires 1/5/09

MONIQUE CHIARITO
Notary Public, State of New York
No. 01CH6120947
Qualified in Putnam County
Term Expires Jan 5, 2009

STATE OF _____
COUNTY OF _____

On this ____ day of October, 2005, personally appeared the above-named _____
of Elumina Lighting Technologies, Inc., and acknowledged the foregoing instrument to be the
free act and deed of Assignor, before me,

Notary Public
My Commission Expires _____

[Signature Page to Assignment of Patents]

PATENT
REEL: 016722 FRAME: 0905

SCHEDULE A

PATENTS

U.S. Patent No.	Date Issued	Description
US 6,337,541	1/8/2002	Electroluminescent Lighting Device
US 6,577,081	6/10/2003	Safety Shield Assembly for Electrical Apparatus
US 6,527,400	3/4/2003	Electroluminescent Supplementary-Lighting Device having Three-Dimensional configuration
US 6,905,231	6/14/2005	Night Light Having Directionally Adjustable Light Output
EP1,325,670	9/21/2005	Electroluminescent Lighting Device - European

PATENT APPLICATIONS

Application No.	Jurisdiction	Date Applied	Description
PCT/IB2000/001543	PCT	10/10/2000	Electroluminescent Lighting Device
2,387,090	Canada	04/8/2002	Electroluminescent Lighting Device
2001-578156	Japan	10/10/2000	Electroluminescent Lighting Device
PCT/CA/2002/00564	PCT	04/23/2002	Electroluminescent Supplementary-Lighting Device having Three-Dimensional configuration
2,449,988	Canada	12/08/2003	Electroluminescent Supplementary-Lighting Device having Three-Dimensional configuration
2002308464	Australia	04/23/2002	Electroluminescent Supplementary-Lighting Device having Three-Dimensional configuration
EP20020766577	EU	04/23/2002	Electroluminescent Supplementary-Lighting Device having Three-Dimensional configuration
11/079,629	US	03/14/2005	Safety Device for Electrical Plugs and a Method of Attaching the Same

Application No.	Jurisdiction	Date Applied	Description
PCT/CA/2004/001060	International	07/21/2004	Night Light Having Directionally Adjustable Light Output
11/069,446	US	01/03/2005	Illumination Device utilizing LED display
10/713,375	US	11/14/2003	Safety Device for Electrical Plugs and a Method of Attaching the Same
PCT/CA/2004/001932	International	8/11/2004	Safety Device for Electrical Plugs and a Method of Attaching the Same
No number yet	US	n/a	New Directional Nightlight