

Form PTO-1595 (Rev. 07/05)
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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)

ATHINOS LIGHTING, LLC

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

2. Name and address of receiving party(ies)

Name: KONSTANTINOS DAMALAS

Internal Address: _____

Street Address: _____

7 SCENIC COVE LN

City: ST. CHARLES,

State: MO

Country: USA Zip: 63303

3. Nature of conveyance/Execution Date(s):

Execution Date(s) OCTOBER 10, 2004

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License

Other EXCLUSIVE LICENSE AGREEMENT

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

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)

6,899,448

Additional numbers attached? Yes No

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

Name: KONSTANTINOS DAMALAS

Internal Address: _____

Street Address: 7 SCENIC COVE LN

City: ST. CHARLES

State: MO Zip: 63303

Phone Number: 314-452-5372

Fax Number: 636-447-2221

Email Address: N-DAMALAS@HOTMAIL.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 _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

8/28/2006
Date

KONSTANTINOS DAMALAS
Name of Person Signing

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

6

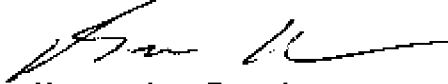
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 6899448

August 29, 2006

Please modify Assignment to reflect that the Assignment of the Patent was an Assignment pursuant to an Exclusive License Agreement dated October 10, 2001. The term of the Exclusive License Agreement was for three (3) years at which time all rights to said Patent reverted back to Konstantinos Damalas on October 10, 2004. Therefore, the Assignment has expired and all rights to said Patent have reverted back to Konstantinos Damalas.

Sincerely,



Konstantinos Damalas
314-452-5372

EXCLUSIVE LICENSE AGREEMENT

This Agreement entered into this day by and between Konstantinos Damalas ("Licensor") and Athinos, L.L.C. ("Licensee").

WHEREAS the Licensor is the Owner of all right, title and interest in mechanical design schematics for electrical and lighting products ("Designs"), attached hereto as Exhibit "A";

WHEREAS the Licensee plans to engage in the business of causing the manufacturer of these same electrical and lighting products ("Product") to be marketed, distributed and sold world-wide, but primarily in the United States, Canada, Australia and New Zealand;

WHEREAS, the Licensee desires to obtain license rights under said Designs to be used in said Product;

WHEREAS, the Licensee plans to manufacture its Product through third party manufacturers;

WHEREAS, the Licensee plans to distribute all of its Product for the foreseeable future (other than Product distributed for promotional purposes) through a single distributor;

WHEREAS, the Licensee plans to sell its Product to the distributor and the distributor, in turn, will sell the Product to retail outlets.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Grant of License. Upon the terms, royalty payments and conditions set forth herein and under the Designs, the Licensor hereby grants, bargains, sells, assigns, licenses, transfers, conveys and setover (all herein called "grant") to the Licensee an exclusive, world-wide License to manufacture, import, use, sell and distribute Product produced under the Designs. The Licensee is further granted the right to sublicense the Licensed Patent to the extent necessary to carry out this grant.

Section 2. Royalty and Payment

2.1 The Licensee shall pay to the Licensor a royalty of ten cents (\$0.10) per Product sold by the Licensee until the expiration of this Agreement. All royalties shall be paid quarterly, based on a calendar quarter, on or before the last day of the month following the end of each calendar quarter ("Royalty Day"). For purposes of royalty payments, a Product shall be deemed as sold at the time full payment of the Product's purchase price is received by the Licensee. The royalty payment due the Licensor shall be adjusted from time to time to reflect any returns of Product to the Licensee.

2.2 With each payment the Licensee shall furnish a statement certified by an officer of the Licensee specifying as to each Product sold by the Licensee during the preceding calendar quarter:

2.2.1 The total number of Product sold during the quarter;

2.2.2 The total number of royalties payable to the Licensor;

2.2.3 If in any calendar quarter no Product has been sold on which royalties are payable, upon request of the Licensor, the Licensee shall furnish a written statement stating that no Product, upon which a royalty was payable, was sold during such quarter.

Section 3. Record-keeping. The Licensee agrees that it will at all times keep complete, true and correct books of account containing current record of sales and other data in sufficient detail to enable the royalties payable under this Agreement to be computed and verified. The Licensee further agrees to permit the Licensor or its duly authorized representatives or, at the option of the Licensor, a reputable certified public account, to inspect such records at all reasonable times.

Section 4. Medium of Payment. The Licensee shall pay all royalties due hereunder in United States dollars.

Section 5. Limitation of Use of Trademarks, etc. Neither the granting of the license herein, nor the acceptance of royalties hereunder shall constitute the approval of or the acquiescence in the Licensee's practices with respect to trademarks, trade names, corporation names, advertising or similar practices with respect to the Product, nor does the granting of such license constitute an authorization of, approval of or acquiescence in the use of the Licensor's name or any trade name or trademark of the Licensor or its affiliates in connection with the manufacture, advertising or sale of the Product, and the Licensor hereby expressly reserves all rights with respect to thereto.

Section 6. Duration and Termination. Unless otherwise terminated as hereinafter set forth, this Agreement shall continue in full force for three (3) years, provided however, that either party shall have the right to terminate this Agreement and the license granted herein in the event of any of the following:

6.1 A party breaches the Agreement and does not cure such breach within thirty (30) days after notice thereof from the other party specifying such breach;

6.2 Dissolution, insolvency or bankruptcy of a party whether voluntary or involuntary;

6.3 Appointment of a trustee or receiver for a party. In such case and in addition to all other rights and remedies which the other party may have at law or in equity, the other party may, at its option, terminate this Agreement by notice thereof in writing specifying the reason for such termination and a termination date. Such termination shall become effective on the date of termination set forth in the notice of termination, but in no event earlier than thirty (30) days from the date of mailing thereof.

Section 7. Warranty Exclusion. No representation or warranty has been made by the Licensor that the Product made under the licensed patent or parts thereof may be manufactured,

used or sold free of patent rights of others, it being understood that the Licensor shall not be liable for any loss damage or expense arising from any claim of patent infringement upon the manufacture, use or sale thereof.

Section 8. No Release. Both parties agree that the termination of this Agreement or the expiration of the term of this Agreement shall not release either party from any obligation under Sections 2, 3 or 7 herein.

Section 9. Separate Counsel. The parties acknowledge that the Licensor has been represented in this transaction by Brent L. Martin of Farrell & Martin.

Section 10. Time is of the Essence Venue. Time is of the essence of this Agreement.

Section 11. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Section 12. Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

Section 13. Attorney Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court and/or appellate court.

Section 14. Modifications Must Be In Writing. This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each party.

IN TESTIMONY WHEREOF, the parties have caused this Agreement to be executed
this 10 day of OCTOBER, 2001.

LICENSOR:


Konstantinos Damalas

LICENSEE:


Athinos, L.L.C., By Its Operating Manager,
Konstantinos Damalas