

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Litepanels LLC	08/26/2008
RECEIVING PARTY DATA	
Name:	Litepanels Ltd.
Street Address:	10932 Burbank Boulevard
City:	North Hollywood
State/Country:	CALIFORNIA
Postal Code:	91601
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11005564
CORRESPONDENCE DATA	
Fax Number:	(212)836-8000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jdilauro@kayescholar.com
Correspondent Name:	Joseph Di Lauro
Address Line 1:	425 Park Avenue
Address Line 4:	New York, NEW YORK 10022-3598
ATTORNEY DOCKET NUMBER:	63630-0034
NAME OF SUBMITTER:	Joseph Di Lauro
Total Attachments: 4 source=11005564#page1.tif source=11005564#page2.tif source=11005564#page3.tif source=11005564#page4.tif	

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**ASSIGNMENT OF PATENT RIGHTS
(PATENT APPLICATIONS)**

This ASSIGNMENT OF PATENT RIGHTS, dated August 26, 2008 (this "Agreement"), is entered into by Litepanels LLC, a California limited liability company ("Assignor"), for the benefit of Litepanels Ltd., a company organized under the laws of England and Wales (the "Assignee").

WHEREAS, Assignee, Assignor and the other parties thereto have entered into that certain Asset Purchase Agreement dated as of August 21, 2008 (the "Purchase Agreement").

WHEREAS, Assignor is the owner of the entire right, title and interest in, and to those United States Patent Applications set forth on Schedule A hereto, and of the inventions therein described, and Assignor has agreed to sell and assign, and the Assignee has agreed to buy and acquire all of Assignor's rights, title and interests in and to such patent applications and inventions.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to Assignor in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the inventions, including the right to sue for past infringement, and the patent applications and all patents of the United States which may be granted thereon, and all divisions, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the patent under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and

ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

ASSIGNOR HEREBY covenants and agrees that it has the full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith; and

ASSIGNOR HEREBY further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assigns, any material facts known to Assignor respecting the invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the invention in all countries.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Patent Rights to be to be executed by its duly authorized representatives effective as of the date first written above.

LITEPANELS LLC

By: [Signature]
Name: Ken Fisher
Its: Manager

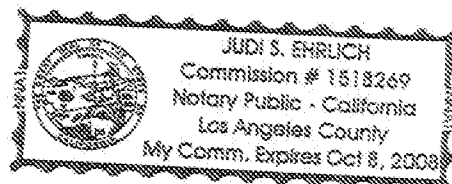
By: [Signature]
Name: Rudy Pohlert
Its: Manager

State of California)
County of Los Angeles) ss

On August 2, 2008 before me, Judi S. Ehrlich a Notary Public in and for said County and State, personally appeared Ken Fisher and Rudy Pohlert who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)
My Commission Expires: Oct. 8, 2008



SCHEDULE A TO
ASSIGNMENT OF PATENT RIGHTS
(U.S. PATENT APPLICATIONS)

Application Number

11/005,564

Title

Versatile Lighting Apparatus and Associated Kit