

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Guan Zhou Chi Chen	02/27/2007
RECEIVING PARTY DATA	
Name:	International Development, Ltd.
Street Address:	899 Henrietta Creek Road
City:	Roanoke
State/Country:	TEXAS
Postal Code:	76262
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D558852
CORRESPONDENCE DATA	
Fax Number:	(214)651-4330
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-651-4300
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Correspondent Name:	Charles M. Hosch
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ATTORNEY DOCKET NUMBER:	13677.0101
NAME OF SUBMITTER:	Charles M. Hosch
Total Attachments: 5 source=2380_13677.0100_20081217194038#page1.tif source=2380_13677.0100_20081217194038#page2.tif source=2380_13677.0100_20081217194038#page3.tif source=2380_13677.0100_20081217194038#page4.tif source=2380_13677.0100_20081217194038#page5.tif	

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MANUFACTURING AGREEMENT

THIS AGREEMENT is made as of the date specified below ("Effective Date") by and between INTERNATIONAL DEVELOPMENT CORPORATION ("IDC") and QUANXIN ELECTRICAL AND LIGHTING, LTD. ("Quanxin") (collectively the "Parties").

WHEREAS, IDC and Quanxin have enjoyed many years of a mutually profitable business relationship, in which IDC has hired Quanxin to manufacture large quantities of products, helped Quanxin to develop Quanxin's factory and business, and co-signed letters of credit on behalf of Quanxin to allow Quanxin to buy raw materials for its products; and

WHEREAS, IDC and Quanxin now wish to clarify and expand certain aspects of their business relationship, as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties hereby agree as follows:

1. **Manufacturing Commitment.**

(a) ***Product Development and Purchase Orders.*** From time to time during the Term of this Agreement, IDC may ask Quanxin to assist IDC in developing products and may submit purchase orders to Quanxin to manufacture certain products, as IDC may select ("Products"). Prices and payment terms will be determined on an item-by-item basis by IDC and Quanxin. IDC will not be required to purchase any minimum number of items or products, and reserves the right to manufacture any products itself or with others in its sole discretion.

(b) ***Acceptance and Priority.*** Quanxin will not have to accept any particular purchase order from IDC, unless it has earlier indicated to IDC that it will do so. If Quanxin does accept an IDC purchase order, however, timely and quality completion and shipment of the order will take first priority in Quanxin's operations. Timely performance shall be of the essence of this Agreement.

2. **Financing Assistance.** IDC will assist Quanxin with financing, as IDC may determine in IDC's sole discretion. Notwithstanding any provision of this or any other agreement to the contrary, IDC may withdraw such assistance to any extent and at any time, if Quanxin breaches or threatens to breach this Agreement, or if IDC otherwise deems it advisable. Quanxin warrants that all raw materials purchased directly or indirectly through financing provided or assisted by IDC will be used to manufacture products only for IDC's account and for no other entity.

3. **Restrictions.** With respect to all products within any of the product categories of solar products; low voltage products; halogen low voltage products; and LED products (collectively "Product Categories"), Quanxin covenants and warrants to IDC as follows:

(a) ***Product Categories Sold in North America Only Through IDC.*** Quanxin will develop, manufacture, package and sell products within the Product Categories only to IDC, for shipment directly or indirectly into the United States, Canada or Mexico. Quanxin will not

develop, manufacture, package or sell, directly or indirectly, any products within any of the Product Categories to any person, business or entity which sells or ships any products, directly or indirectly, into the United States, Canada or Mexico, except IDC.

(b) **Requirements for Sales of Product Categories Outside North America.** If Quanxin wishes to develop, manufacture, package or sell a product in any of the Product Categories outside the United States, Canada or Mexico, Quanxin will:

- (i) not use any of the Marks, directly or indirectly;
- (ii) act only in strict accordance with the terms and conditions of this Agreement, keeping complete and accurate records of all such activities and making those available to IDC;
- (iii) require that Quanxin's customers for such products agree not to sell or ship the products into the United States, Canada or Mexico; and
- (iv) ensure that all packaging, labeling, artwork, inserts, and instruction sheets for such products are entirely different from those of any products which are sold into the United States, Canada or Mexico.

4. **Quality Control; Conformity with Specifications and Law.** In developing, manufacturing, packaging and shipping Products, and otherwise in carrying out its obligations under this Agreement or any purchase order, Quanxin will comply strictly with IDC's specifications and quality control standards in workmanship and materials (which IDC may amend from time to time), and with all applicable laws and regulations, including but not limited to export, shipping and customs laws and regulations. Quanxin agrees to comply fully and promptly with any requests for inspection or review.

5. **Intellectual Property.**

(a) **Trademarks.** Quanxin will not use any trademark, trade name, logos, trade dress, or designs owned or licensed by IDC (collectively "Marks") except strictly in accordance with IDC's instructions and specifications. Quanxin acknowledges that no right, license or sublicense of any kind or nature, express or implied, is hereby granted in or to any of the Marks, and that all rights in and to them and all goodwill accruing from their use belong exclusively to IDC. Quanxin agrees that it will not, at any time, directly or indirectly make any unauthorized use of any of the Marks, or adopt or use as its own a mark similar to any of the Marks.

(b) **Works Made for Hire.** Quanxin certifies that all work performed and all designs, drawings, specifications, logos, packaging, insert sheets, artwork, discoveries, ideas, information or other creations or subject matter that IDC purchases which are created by Quanxin or any of its employees or sub-contractors directly or indirectly in the course of developing or providing Products (collectively "Creations"), from before or after the date of this Agreement, were and are meant to be "works made for hire" and all rights, title and interest in and to them will be deemed to have vested in IDC from the moment of creation. If and to the extent any such Creations are ever determined not to be or have been "works for hire," Quanxin hereby irrevocably assigns to IDC or its

successors or assigns all right, title and interest in and to them, together with all copyright, trade secret, patent, trademark, design rights, moral rights and other intellectual property rights (including without limitation all rights of renewal, extension and enforcement), in all languages, countries and media and for all uses, now known or hereafter developed in the United States, Canada, and Mexico. Quanxin agrees to sign and deliver to IDC such further instruments as IDC may reasonably ask to protect IDC's rights and ownership of the Creations. If Quanxin fails to do so, Quanxin hereby appoints IDC's president as Quanxin's attorney-in-fact to execute and deliver such instruments.

(c) ***No Third-Party Infringement.*** Quanxin represents and warrants to IDC that in the course of developing and manufacturing Products, Quanxin has not and will not use or disclose any confidential or proprietary information of any third party, or copy or otherwise infringe any trademark, copyright, patented feature, or other protectable intellectual property of any third party.

6. **Confidential Information.** Quanxin recognizes that in the course of its work for IDC it has been, and will be, entrusted with trade secrets and confidential information of IDC, including but not limited product drawings or designs, concepts, plans, customers, specifications, marketing plans and strategies, business analysis, manufacturing or design sources, financial information, and other information which Quanxin knows or reasonably should know IDC considers confidential and proprietary (collectively "Confidential Information"). Quanxin agrees that it will hold in strictest trust and confidence, and will not at any time, use or disclose, or authorize anyone else to use or disclose, any Confidential Information, unless and until such material or information has become generally known in the industry through no fault of Quanxin. Upon IDC's request, Quanxin will promptly deliver to IDC all copies of materials of any nature related to the business of IDC that are in Quanxin's possession, custody or control.

7. **Term and termination.**

(a) ***Term.*** The term of this Agreement will begin on the Effective Date and end on December 31, 2013, unless sooner terminated. Thereafter, it will automatically renew for additional and successive periods of one year each, from January 1 to January 1 of the following year, unless one party gives the other party ninety (90) days' written notice of intent not to renew at the conclusion of such term. Any period of time in which this Agreement is in effect will be regarded as the "Term."

(b) ***Termination.*** Either party may terminate this Agreement upon notice to the other party, in the event the other party has breached this Agreement and not cured the breach within two weeks after written notice of the breach. IDC may terminate this Agreement immediately upon notice to Quanxin in event of (i) breach or threatened breach of any of IDC's intellectual property rights, or (ii) if Quanxin commits or threatens to commit any act which jeopardizes or threatens to affect IDC's reputation or competitive position in the market.

(c) ***Effect of Termination.*** Upon termination or expiration of this Agreement, IDC financing assistance will cease, and Quanxin will have no further right to manufacture or develop Products for the account of IDC or use any of the Marks or Confidential Information and will

immediately stop all such activities. IDC may, but will not be obligated to, buy remaining inventory on hand or work in progress which meet IDC's specifications and quality control requirements. Quanxin will immediately return to IDC all documents, drawings, designs, specifications, molds, and other materials in its possession, custody or control which reflect IDC's Confidential Information.

(d) **Survival.** Termination or expiration of this Agreement will not release either party from any obligation accrued prior to the effective date of such termination or expiration, or from any obligation which survives. The provisions of this Agreement relating to protection of IDC's intellectual property rights and indemnification, and all other provisions which by their nature should and are intended to survive, will survive termination or expiration of this Agreement.

8. **Warranties.** Quanxin warrants and represents to IDC that all Products will (i) be free from defects in materials and workmanship; (ii) conform in all material respects to IDC's specifications and quality requirements; and (iii) be free from any claim of copying or infringement of any third-party's intellectual property rights.

9. **Indemnification.** To the fullest extent permitted by law, Quanxin agrees to indemnify, hold harmless and defend IDC, and IDC's officers, directors, employees and agent ("Indemnified Parties") of, from and against any and all claims, demands, causes of action, losses, liabilities (including without limitation fines and penalties), costs and expenses (including without limitation settlement amounts and attorneys' fees and expenses) (collectively, "Losses"), whether or not involving a third-party claim, relating directly or indirectly to any breach of Quanxin's warranties or other obligations under this Agreement.

10. **Audit Rights.** Quanxin will keep complete and accurate records of all products which it develops, manufactures and/or sells directly or indirectly involving any of the Marks or any of IDC's Confidential Information. IDC may audit such books and records at any time during the Term and for two years after expiration or termination of this Agreement. Quanxin will make those records available to IDC at IDC's offices upon reasonable request.

11. **Miscellaneous Provisions.**

(a) **Relationship.** The Parties are and will be independent contractors. Neither party will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

(b) **Amendment.** No amendment, change, waiver, or discharge of this Agreement will be valid unless in writing and signed by an authorized representative of both Parties. The only authorized representative of IDC will be its president.

(c) **Waiver.** No waiver of any provision or of any right or remedy under this Agreement will be effective unless it is in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or

no partial exercise of any right or remedy under this Agreement will constitute a waiver of any other right or remedy, or future exercise thereof.

(d) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, it will to that extent be deemed omitted. The balance of the Agreement will remain enforceable, and a provision will be deemed substituted into the Agreement which is as near in purpose and effect to the omitted provision as is practicable while still remaining valid and enforceable.

(e) **Notices.** All notices required to be given under this Agreement will be in writing and will be deemed given upon (i) fax transmission to the fax number identified by each party to the other, to the attention of such party's president, with confirmed transmittal or no indication of transmission error; or (ii) the first next business day after deposit if sent by a recognized overnight delivery service addressed to the other party's president at the address identified by such party to the other for the most important transmissions.

(g) **Governing Law and Venue.** This Agreement will be governed, construed and enforced under the laws of the State of Texas and the United States of America without regard to the conflicts-of-laws rules thereof. Any dispute arising under or relating directly or indirectly to this Agreement, or otherwise between the Parties or any of their affiliates or subsidiaries, will be resolved in a court located in Dallas County or Tarrant County, Texas, and in no other location. The Parties agree and accept this exclusive jurisdiction and venue.

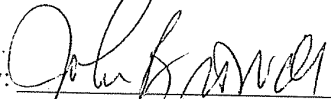
(h) **Counterparts and Official Language.** This Agreement may be executed in two or more counterparts (which may be telecopied or electronically transmitted), each of which will be deemed an original but all of which together will constitute one and the same instrument. English will be the official language of this Agreement.

(i) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

(j) **Entire Agreement.** This constitutes the entire agreement and understanding of the Parties regarding the subject matter of this Agreement, and supersedes any and all prior or contemporaneous agreements, whether written or oral, with respect thereto.

EFFECTIVE as of the 27 day of August, 2008.

INTERNATIONAL DEVELOPMENT CORPORATION

By: 
John Browder, CEO

Date: 11/09/08

QUANXIN LIGHTING &
ELECTRICAL, LTD.

By: 

Date: 11/09/08

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