

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alexandr Shishov	05/05/2008
RECEIVING PARTY DATA	
Name:	Light Engines Corporation
Street Address:	block 1, office 319-320, Tvardovskogo str. 8
City:	Moscow
State/Country:	RUSSIAN FEDERATION
Postal Code:	123458
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10545216
Application Number:	11499082
Application Number:	11377774
Application Number:	12166889
CORRESPONDENCE DATA	
Fax Number:	(412)945-5933
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412.471.8815
Email:	assignments@webblaw.com
Correspondent Name:	The Webb Law firm
Address Line 1:	700 Koppers Building, 436 Seventh Avenue
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	5809-092601
NAME OF SUBMITTER:	Randall A. Notzen, Reg. No. 36,882
Total Attachments: 16	

OP \$160.00 10545216

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**PATENT
 REEL: 023597 FRAME: 0955**

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of this 5 day of May, 2008, (the "Effective Date") by and between M. Alexandr Shishov, of 20 Verhnaya Str., Bykovo, Moscow, 140150, Russia ("Assignor") and ZAO "Light Engines Corporation" (ЗАО «Лайт Энджинс Корпорейшн») block I, office 319-320, Tvardovskogo str. 8, Moscow, 123458, Russia ("Assignee").

WHEREAS, Acol Technologies S.A. ("Acol") was declared in bankruptcy in December 2006; and

WHEREAS, by virtue of the bankruptcy declaration, all right, title and interest in and to all intellectual property rights previously held by Acol (the "Intellectual Property") vested in the Bankruptcy Estate; and

WHEREAS, pursuant to and in accordance with the terms of a "Cession Agreement" dated April 9th, 2008 attached hereto as Exhibit B (the "Cession Agreement"), Assignor purchased all of the Intellectual Property from the Bankruptcy Estate.

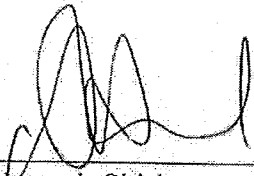
NOW THEREFORE, in exchange for the mutual promises set forth herein and other good and valuable consideration, the parties hereby agree as follows:

- I. The Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to the Intellectual Property including the Patents (as defined on Exhibit A) and any Invention or Inventions (as defined on Exhibit A), in any form or embodiment thereof; and in and to any patent application filed in any country based thereon, including the right to file applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in any country upon said Patents, Invention or Inventions and any past, present and future-filed divisional, continuation, continuation-in-part or substitute applications, or equivalent thereof, which were or may be filed upon said Patents, Invention or Inventions in any country; and any patent not described herein that issued in any country which is a divisional, continuation, continuation in part, substitute application, or equivalent thereof of said Patents, Invention or Inventions; and also all rights to all past, present and future claims for infringement of the said Patents including the right to grant licenses, to bring lawsuits, and to recover damages for any past, present, and future infringement, whether known or unknown, now existing or hereafter arising and Bankruptcy Estate hereby authorizes and requests the issuing

authority to issue any and all Patents on said application or applications to Buyer or his successors and assigns.

2. The original of this Agreement has been written in English and English is the governing language of the Agreement. This Agreement may be executed in two counterparts, each of which shall be an original and together which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmation Agreement by persons duly authorized as of the date and year first above written.



Alexandr Shishov
(Signing in his personal capacity)
Date: 5 May 2008
Place of Signing: Moscow, Russia

Light Engines Corporation

By:



Name: Alexandr Shishov
Title: General Director
Place of Signing: Moscow, Russia



EXHIBIT A

"Patents" shall mean all patents, patent applications, and related publications thereof listed in the following table:

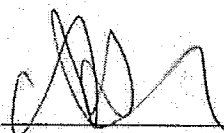
Country	Serial Number (If available)	Publication Number (If available, Publication Number may be the publication number for the corresponding international application.)	Issue Number (If available)	Filing Date (mo/day/year) (in some cases actual filing date is used rather than the effective filing date.)
CA	CA2004002515314	CA2515314 A1		1/29/2004
CA	CA2005002566205	CA2566205 A1		6/23/2005
CA	CA2004002515325	CA2515325 A1		1/29/2004
CA	CA2004002519080	CA2519080 A1		2/11/2004
CA	CA2004002550308	CA2550308 A1		1/29/2004
CN	CN 200480003637	CN1748310 A		1/29/2004
CN	CN200580014215	CN1950481 A		6/23/2005
CN	CN200480003736	CN1748328 A		1/29/2004
CN	CN200480007580	CN1799148 A		2/11/2004
CN	CN200480040713	CN1906773 A		1/29/2004
EP	EP19970915782	EP0976589 A1, A4		3/18/1997
EP	EP20040706235	EP1709692 A0, A1		1/29/2004
EP	EP20050757523	EP1763568 A1		6/23/2005
EP	EP5753300	WO2006021837 A1		6/27/2005
EP	EP20040706238	EP1590838 A0, A2, A3		1/29/2005
EP	EP20040706239	EP1590831 A0, A2, A3		1/29/2004
EP	EP20040710105	EP1604408 A2		2/11/2004
EP	EP6701009	WO2006/085179 A2, A3		1/23/2006
EP	EP06710356	WO2006109113 A2, A3		1/27/2006
EP	EP06744478	WO2006111805 A1		4/7/2006
EP	EP06727450	WO2006114670 A2, A3		4/11/2006
EP	EP06744713	WO2006131795 A1		5/17/2006
EP	EP20060809194	EP1969646 A1		11/7/2006
EP	EP20060809192	EP1969086 A1		11/7/2006
EP	EP06809191	WO2007/072128		11/7/2006
JP	JP1998540402	WO1998/042031		9/17/1999
JP	JP2001531151	WO2001/029904		4/18/2002
JP	JP200607283	JP2004535055 T2		4/18/2002
JP	JP2006502369	WO2004/070852		7/19/2005

Confidential and Proprietary

Country	Serial Number (if available)	Publication Number (If available. Publication Number may be the publication number for the corresponding international application.)	Issue Number (if available)	Filing Date (mo/day/year) (in some cases actual filing date is used rather than the effective filing date.)
JP	JP2006502370	WO2004/070839		7/21/2005
JP	JP2006506290	WO2004/084316		9/12/2005
JP	JP2007519897T	JP2008506001 T2		6/23/2005
JP	JP2006550313	WO2005/083804		7/27/2006
PCT	PCT1997RU00070	WO1998/042031		3/18/1997
PCT	PCT/RU99/00387	WO2001/029904		10/18/1999
PCT	PCT/RU99/00388	WO 2000/57492		10/18/1999
PCT	PCT/IB2004/000201	WO2005083804A1		1/29/2004
PCT	PCT/IB2004/000203	WO2004070839 A2, A3		1/29/2004
PCT	PCT/IB2004/000202	WO2004070852 A2, A3		1/29/2004
PCT	PCT/IB2004/000589	WO2004084316 A2		2/11/2004
PCT	PCT/IB2005/001776	WO6006002 A1		6/23/2005
PCT	PCT/IB2005/001811	WO2006021837 A1		6/27/2005
PCT	PCT/IB2006/000200	WO2006085179 A2, A3		1/23/2006
PCT	PCT/IB2006/000802	WO2006111805 A1		4/7/2006
PCT	PCT/IB2006/001284	WO2006131795 A1		5/17/2006
PCT	PCT/IB2006/003131	WO2007072130 A1		11/7/2006
PCT	PCT/IB2006/003129	WO2007072129 A1		11/7/2006
RU	RU2000122723	RU2170995 C1		8/31/2000
RU	RU2005127684	RU2005127684 A		9/5/2005
RU	RU2005127919	RU20055127919 A		9/7/2005
RU	RU2005132409	RU 2005132409 A		10/20/2005
RU	RU2006131063	RU2006131063 A		8/29/2006
RU	2008130087	WO2007/072130		7/22/2008
RU	2008130085	WO2007/072129		7/21/2008
THAI	102085			5/7/2005
THAI	108307.0			1/30/2006
THAI		601002242 (may be the serial number).		5/17/2006
US	09/381,392		US 6,365,920	9/17/1999
US	10/081,008			2/18/2002
US	10/116,814	not published		4/17/2002
US	10/110,897	not published		4/17/2002
US	10/110,896	not published		4/17/2002

Country	Serial Number (if available)	Publication Number (If available. Publication Number may be the publication number for the corresponding international application.)	Issue Number (if available)	Filing Date (mo/day/year) (in some cases actual filing date is used rather than the effective filing date.)
US	10/216,267			8/7/2002
US	10/360,239			2/5/2003
US	10/360,955	US20040155251 A1		2/7/2003
US	10/393,337	US20040183081 A1		3/20/2003
US	10/885,557	US20060006366 A1		7/6/2004
US	10/925,477	US20060044806 A1		8/25/2004
US	11/057,926	US20060179849 A1		2/14/2005
US	11/104,866	not published		4/12/2005
US	11/106,897	not published		4/16/2005
US	11/113,871	not published		4/25/2005
US	11/144,454	not published		6/6/2005
US	11/144,084	US20050233485 A1		6/6/2005
US	10/545,216	US20060237730 A1		8/4/2005
US	11/316,177	US20070145879 A1		12/22/2005
US	11/316,178	US20060107986 A1		12/22/2005
US	11/315,787	US20070158660 A1		12/22/2005
US	11/377,774	US20070221925 A1		3/16/2006
US	11/499,082	US20080029774 A1		8/4/2006
US	12/158,865	US20080315234 A1		6/23/2008
US	12/166,889	US2009/0007571 A1		7/2/2008

"Invention(s)" shall mean all information, ideas, disclosures and know-how disclosed in or derived from the Patents.



Alexandr Shishov
(Signing in his personal capacity)
Date:
Place of Signing: Moscow, Russia

Light Engines Corporation
By:



Name: Alexandr Shishov
Title: General director
Place of Signing: Moscow, Russia



CONVENTION DE CESSION

entre

La Masse en faillite d'ACOL TECHNOLOGIES SA, représentée par l'Office des faillites de Genève, 13, chemin de la Marbrerie, 1227 Carouge, soit pour lui, Mme Sandy Cibrario

(ci-après la «Masse en faillite »)

d'une part

et

M. Alexander Shishov, , domicilié 20 Vernnaya str. Bykovo, 140150 Moscou, Russie,

(ci-après l'« Acquéreur »)

d'autre part

(ci-après conjointement les « Parties »)

PREAMBULE

Attendu que la société Accl Technologies SA a été déclarée en faillite par jugement du 15 décembre 2006,

Que l'ouverture en sommaire a été prononcée par le tribunal de 1^e instance en date du 6 février 2007,

Que Monsieur Alexander Shishov a proposé de racheter pour la somme de CHF 37'000.- toute la propriété intellectuelle de la société faillie.



Que cette offre a été soumise à notre Direction qui a donné son accord,

Qu'une circulaire aux créanciers leur a été adressée leur offrant la possibilité de formuler des offres supérieurs conformément à l'article 256 al.3 LP,

Qu'aucune autre offre n'a été enregistrée,

Compte tenu de ce qui précède, les Parties conviennent de ce qui suit :

1. Objets de la cession

La Masse en faillite cède à l'Acquéreur, aux conditions des présentes, toute la propriété intellectuelle (matérielle et immatérielle, quelle que soit leur situation) existant à la date de la signature de la présente convention, de la société Acol Technologies SA, pour la somme de CHF 37'000.-

Cette vente comprend notamment:

a) tous les brevets, demandes de brevet et marques énumérés ci-dessous (liste non exhaustive), ainsi que tous les documents dérivés, y compris, mais sans que ce soit exhaustif, les demandes de brevet nationaux et les publications:

- 1) demande de brevet des USA 10/360955, demande WIPO PCT/IB2004/000202, demande de brevet de la Russie 2000122723;
- 2) demande de brevet des USA 10/545216;
- 3) demande de brevet des USA 10/360239, demande WIPO PCT/IB2004/000203;
- 4) demande de brevet des USA 11/144454, demande WIPO PCT/IB2006/001284;
- 5) demande de brevet des USA 11/057926, demande WIPO PCT/IB2006/000200;
- 6) demande de brevet des USA 11/315787, demande WIPO PCT/IB2006/003129;
- 7) demande de brevet des USA 11/316178, demande WIPO PCT/IB2006/003131;
- 8) demande de brevet des USA 11/499082;
- 9) demande de brevet des USA 11/377774;
- 10) demande de brevet des USA 10/925477, demande WIPO PCT/IB2005/001811.

11) Marque "ACOL" Classe 9 No TM255437 - (Affaire 14170 Thaïlande)

Marque enregistrée jusqu'au 18 septembre 2015.

12) Marque "ACOL" Classe 11 No TM255456 - (Affaire 14170 Thaïlande)

Marque enregistrée jusqu'au 18 septembre 2015.

13) Brevet "High Brightness LED and package" No 2.114.492 - (Affaire 14144 Fédération de Russie) La 13ème annuité a été payée.

14) Brevet "Full Colour RU" No 2.187.175 - (Affaire 14143 Fédération de Russie)

La 8ème annuité a été payée.

15) Brevet "Peltier Cooler combined with LED" No 2.170.995 - (Affaire 14142 Fédération de Russie) La 9ème annuité a été payée et ce brevet est valable jusqu'au 31 août 2008.

16) Demande de brevet "Si luminaire" No 0601002242 - (Affaire 14427 Thaïlande)

La taxe de publication a été payée et cette demande est en cours d'accord.

b) tous les dossiers techniques y compris, mais sans que ce soit exhaustif : dossiers d'études et de projet, spécifications, dessins techniques, descriptions de know-how et de technologies, dossiers de fabrication sur papier ou sur tout autre support, par exemple, des fichiers de données ;

c) tous les papiers de commerce y compris, mais sans que ce soit exhaustif : contrats, correspondance commerciale, offres commerciales et appels d'offres tant reçus par la société des clients, fournisseurs, sous-traitants que produits par la société et existant tant sur papier que sur tout autre support, par exemple, des fichiers de données

d) tous les documents juridiques et financiers, y compris, mais sans que ce soit exhaustif : rapports financiers et fiscaux, registres des biens et de son amortissement, comptes de contrôle financier, correspondance juridique existant tant sur papier que sur tout autre support, par exemple, des fichiers de données

e) tous les documents de vente et de marketing y compris, mais sans que ce soit exhaustif : contenu et design du site Web, marques de commerce, matériels de publicité, rapports marketing, coordonnées de clients existant tant sur papier que sur tout autre support, par exemple, des fichiers de données

f) tous les produits, composants et échantillons y compris, mais sans que ce soit exhaustif : produits chez le fabricant et/ou en route contrôlés par un agent de livraison, échantillons de produits finis et de systèmes d'éclairage fabriqués à la demande des clients de la société, leurs boîtes, profils, plastique en feuille, lentilles, éléments de fixation, puces, sources d'alimentation et d'autres composants

g) tous les équipements techniques et de production y compris, mais sans que ce soit exhaustif : vérificateurs, moules, composants, circuits intégrés, stocks de composants et de consommables, appareillage de laboratoire, microscopes, ordinateurs, écrans, disques durs, supports en bande de stockage d'information de secours, imprimantes, câbles, sources d'alimentation, appareils téléphoniques, téléphones portables, appareils photographiques.

Mise à part les 2 certificats d'enregistrements des 2 marques ACOL, tous les autres biens énumérés ci-dessus ne sont pas en possession de l'Office des faillites.

2. Paiement du prix

Un acompte de CHF 5550.- a déjà été versé par l'acquéreur.

Le solde soit CHF 31'450.- a été versé en date du 8 avril 2008.

3. Exclusion de garantie

Les actifs sont cédés à l'Acquéreur sans aucune garantie et dans l'état où ils se trouvent à la date de la signature de la présente convention.

4. Assistance

Si nécessaire, la Masse en faillite s'engage à signer tout document nécessaire ou utile et à entreprendre toute démarche nécessaire et utile à la demande de l'Acquéreur et aux frais de celui-ci aux fins de permettre, d'effectuer ou de confirmer le transfert des éléments de propriété intellectuelle et matérielle définis à l'article 1 de la convention.



5. *Droit applicable et for*

La présente convention est soumise au droit suisse.

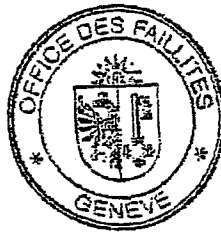
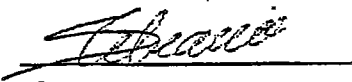
Tout litige relatif à son interprétation et à son exécution sera soumis à la compétence exclusive des Tribunaux de la République et Canton de Genève, sous réserve d'un droit de recours au Tribunal fédéral.

Ainsi fait à Genève, en 2 exemplaires le 9 avril 2008

et transmis par courrier (DHL) à M. Shishov (accompagné des 2 certificats d'enregistrements des 2 marques ACOL) qui s'engage à restituer à l'Office un exemplaire dûment signé de sa part.

Pour la Masse en faillite
d'Acot Technologies SA

Sandy Cibrario
Chargée de faillites



L'Acquéreur

Alexander Shishov



CESSION AGREEMENT

Between

Bankruptcy Estate ACOL TECHNOLOGIES SA, represented by the Office of Bankruptcies in Geneva, 13 chemin de la Marbrerie, 1227 Carouge. For them Ms. Sandy Cibrario

(hereinafter <<Bankruptcy Estate>>)

on one side

and

M. Alexander Shishov, domiciled on 20 Verhnaya Str. Bykovo, 140150 Moscow, Russia

(hereinafter the <<Buyer>>)

on the other side

(hereinafter jointly referred as the <<Parties>>)

PREAMBULE

Considering that the society Acol Technologies SA has been declared in bankruptcy by the review on December 2006.

That the summarily opening has been pronounced by the court of first instance on February 6th 2007.

That Mr. Alexander Shishov has proposed to buy all the intellectual property of the society in bankruptcy for the sum of CHF 37.000.

That this offer has been submitted and approved by our Direction.

That the creditors have been notified of their right to formulate higher offers conforming to the article nr. 256 al.3 LP,

That no additional offer has been registered,

The Parties have agreed,

1. *Objects of the cession*

The Bankruptcy Estate concedes to the Buyer, on the present conditions, all intellectual property (material and immaterial) in existence at the date of the signature of the present agreement of the cession of Acol Technologies SA, for the sum of CHF 37.000.

This transaction includes:

a) Every patent, patent application and brand enumerated below (non exhaustive list), as well as all the derived documents included here, without being exhaustive, the applications for national patents and publications:

- 1) USA patent application 10/360955, WIPO application PCT/IB2004/000203, Russia patent application 2000122723.
- 2) USA patent application 10/545216;
- 3) USA patent application 10/360239, WIPO application PCT/IB2004/000203;
- 4) USA patent application 11/144454; WIPO application PCT/IB2006/001284;
- 5) USA patent application 11/05792, WIPO application PCT/IB2006/000200;
- 6) USA patent application 11/315787, WIPO application PCT/IB2006/003129;
- 7) USA patent application 11/316178, WIPO application PCT/IB2006/003131;
- 8) USA patent application 11/499082;
- 9) USA patent application 11/377774;
- 10) USA patent application 10/925477, WIPO application PCT/IB2005/001811

- 11) **Brand "ACOL" Class 9 Nr. TM 255427** – (Case 14170 Thailand)
Registered trademark until September 18th 2015
- 12) **Brand "ACOL" Class 11 Nr. TM 255456** – (Case 14170 Thailand)
Registered trademark until September 18th 2015
- 13) **"High Brightness LED and package" Patent Nr. 2.114.492** – (Case 14144 Russian Federation)- The 13th annual installment has been paid
- 14) **"Full Colour RU" Patent Nr. 2.187.175** – (Case 14143 Russian Federation)- The 8th annual installment has been paid
- 15) **"Peltier Cooler combined with LED" Patent Nr. 2.187.995** – (Case 14142 Russian Federation)- The 9th annual installment has been paid and the patent is valid until August 31st 2008.
- 16) **"Si luminophore" Patent application Nr. 0601002242** – (Case 14427 Thailand) -
The publication tax has been paid and this application is currently being reviewed.

b) All technical files included here, without being exhaustive: study and project files, specifications, technical designs, know-how and technology descriptions, manufacture files in paper or on any other medium such as data files;

c) All included documents of commerce, without being exhaustive: contracts, commercial correspondence, commercial offers and offer appeals received by clients, providers and subcontractors made by the society and existing in paper or on any other medium such as data files.

d) All included juridical and financial documents, without being exhaustive: financial and fiscal reports, register of assets and their amortization, financial control summaries and juridical correspondences existing in paper or on any other medium such as data files.

e) All included sales and marketing documents, without being exhaustive: Website content and design, commerce brands, publicity materials, marketing reports, client identifications existing in paper or on any other medium such as data files.

f) All included products, parts and samples, without being exhaustive: products held by the manufacturer and/or held en route by delivery agents, samples of finished products and of systems of illumination manufactured by demand of clients, their boxes, profiles, plastic wrappings, lenses, fixing elements, chips, supply sources and other components.

g) All included technical equipment and manufacturing equipments, without being exhaustive: testers, moulds, parts, integrated circuits, stocks of parts, laboratory equipment, microscopes, computers, monitors, hard drives, printers, cables, supply sources, telephones, cell phones, photographic cameras,

Excepting the two certificates of brand registration for the 2 ACOL brands, all other goods enumerated above are not in possession of the Office of Bankruptcies.

2. Payment

A CHF 5.550.- deposit has been made by the Buyer.
The remaining balance of CHF 31.450 has been paid on April 8th 2008.

3. Warranty exclusion

Assets will be transferred to the Buyer without any type of warranty and in the state in which they are at the time of signature of the present agreement.

4. Assistance

If necessary, the Bankruptcy Estate agrees to sign all necessary or useful documents and to implement all necessary or useful measures that are demanded by the Buyer in order to allow, to implement or to confirm the transfer of the element of intellectual and material property defined by article nr. 1 of this agreement.

5. Applicable Law

The present agreement lies under Swiss Law.

All litigations regarding its interpretation and execution lie under the exclusive jurisdiction of the Courts of the Republic and State of Geneva, under reserve of a right of plea to the Federal Court.

Two copies made in Geneva on April 9th 2008,

and sent via mail (DHL) to Mr. Shishov (attached by 2 certificates of brand registration for the 2 ACOL brands) who agreed to sign and send one copy back to the Office.

For the Bankruptcy Estate
ACOL TECHNOLOGIES SA

Sandy Cibrario
Bankruptcy Officer

[Signature]

The buyer

Alexander Shishov

[Signature]

Stamp: *BANKRUPTCY OFFICE *GENEVA**



Tel: 617-495-3033
Fax: 617-812-5874
orders@hsatranslation.com
www.hsatranslation.com

TRANSLATION CERTIFICATION

We, Harvard Translation Center, an agency of Harvard Student Agencies, Inc., hereby certify that the attached document has been translated by an experienced and qualified translator, capable of translating from the French language to the English language, and that, in our best judgment, the translated text reflects the content of the source text and constitutes in every respect a complete and accurate translation of the source document.

A copy of the translated document and the source document are attached to this certification.

Talisa Friedman

Assistant Manager
Harvard Translation Center
67 Mount Auburn St.
Cambridge, MA 02138

5/14/08
Date

NOTARIZATION:

Sworn and subscribed before me on 5/14/08
(MM,DD,YY)

(Notary Public)

Middlesex, Massachusetts
(County) (State)

