

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bill of Sale
CONVEYING PARTY DATA	
Name	Execution Date
KYOWA AMERICA CORPORATION	12/03/2009
RECEIVING PARTY DATA	
Name:	KYOWA AMERICA CORPORATION
Street Address:	14600 Hoover Street
City:	Westminster
State/Country:	CALIFORNIA
Postal Code:	92683
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5641950
Patent Number:	5491309
Patent Number:	5379557
Patent Number:	5077949
Patent Number:	4958476
CORRESPONDENCE DATA	
Fax Number:	(602)382-6070
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6023826000
Email:	dnigro@swlaw.com
Correspondent Name:	SNELL & WILMER L.L.P.
Address Line 1:	ONE ARIZONA CENTER, 400 E VAN BUREN ST
Address Line 2:	David Nigro
Address Line 4:	Phoenix, ARIZONA 85004-2202
ATTORNEY DOCKET NUMBER:	33508.0002
NAME OF SUBMITTER:	David Nigro

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PATENT
REEL: 023627 FRAME: 0682

Total Attachments: 6

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BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENT:

That Kyowa America Corporation, a Georgia corporation, hereinafter referred to as "Seller," has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over unto Kyowa America Corporation, a Georgia corporation, hereinafter referred to as "Buyer," its heirs, personal representatives, successors, transferees and assigns, the following described property, to wit:

See Attachment "A" attached hereto and incorporated herein by this reference.

Seller's power and authority to sell, assign, transfer and set over the property listed in Attachment "A" arises from that certain Intellectual Property Security Agreement by and among Seller and Quilite International Limited Liability Company ("Debtor"), dated July 9, 2007 (the "Security Agreement"), pursuant to which Seller granted a security interest to Seller to secure a debt obligation ("Debt Obligation") Debtor assumed pursuant to that certain settlement agreement by and among Seller and Debtor, dated July 9, 2007 (the "Settlement Agreement").

Debtor has defaulted on the Debt Obligation and has failed to cure the default. Seller's exercise of said security interest is thus consistent with the terms of the Security Agreement.

This Bill of Sale is executed by Seller to Buyer for the reason that all the property described in Attachment "A" was purchased by Buyer and paid for by Buyer and this instrument is executed for the purpose of confirming this title to same in Buyer.

There is no warranty relating to title, possession, quiet enjoyment or the like in this Bill of Sale. The personal property included within this Bill of Sale is sold AS-IS, WITHOUT RECOURSE AND WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED. Any statement of description is for identification only and is not a warranty or representation.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed this 3rd day of December, 2009.

Kyowa America Corporation, a Georgia corporation

By: 

Ahmed Ibrahim, Agent for Seller
Snell & Wilmer L.L.P.
600 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
(714) 427-7512

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On Dec. 3, 2009 before me, Sharon Farnus, Notary Public

personally appeared Ahmed Ibrahim

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 Sharon Farnus

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bill of Sale

Document Date: 12-3-09 Number of Pages: 5

Signer(s) Other Than Named Above: Ø

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ahmed Ibrahim

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

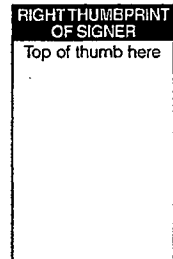
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Attachment "A"

PROPERTY DESCRIPTION

All of Debtor's right, title and interest in and to the following, whether now owned or existing or at any time hereafter acquired (collectively, "Collateral"):

(a) All types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in Schedule B set forth below (collectively, "Patents").

(b) Any agreement material to the operation of Debtor's business, whether written or oral, providing for the grant by or to the Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule B set forth below;

(c) All "proceeds," as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Debtor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Debtor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any person acting under color of governmental authority), (c) all judgments in favor of the Debtor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

(d) Any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value (collectively, "Trade Secrets");

(e) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the business of the Debtor or hereafter acquired, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Schedule A set forth below (collectively, "Trademarks");

(f) Any agreement, material to the businesses of the Debtor, written or oral, providing for the grant by or to the Debtor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A set forth below;

(g) Any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof which is material to the operation of Debtor's business and developed by Debtor, its employees or agents, whether or not the subject of a patent(s) or patent application(s);

(h) Any new and useful process, machine, manufacture, or composition of matter, of any new and useful improvement thereof which is material to the operation of Debtor's business and developed by Debtor, its employees or agents, whether or not the subject of a patent(s) or patent application(s);

(i) Any knowledge or information which is material to Debtor's business and which enables Debtor to operate its business with the accuracy, efficiency or precision necessary for commercial success (collectively, "Know-how");

(j) All types of protectable intangible property rights other than Patents and Trademarks, including without limitation, Trade Secrets, Know-how, computer software and the like; and

(k) All technology, and agreements relating to any of the above, including any and all improvements and future developments material to the operation of Debtor's business, as defined in this Attachment A and/or referred to in Schedules A and B set forth below.

SCHEDULE A

Trademarks and Trade Mark Licenses

**TRADEMARKS AND
TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Reg./App. Number</u>	<u>Reg./App. Date</u>
"Quilite"	74321911/193 1884	Filing Date: 10/9/92; Issue Date: 10/31/95

All related foreign trademarks and trademark applications

SCHEDULE B

Patent and Patent Licenses

PATENTS AND PATENT APPLICATIONS

<u>Patent/App.</u>	<u>Patent/App. Number</u>	<u>Issue/App. Date</u>
Acoustical Panel System	5,641,950	Issue Date: 6/24/97
Acoustical Panel System	5,491,309	Issue Date: 2/13/96
Architectural Panel System for Geodesic- like Structures	5,379,557	Issue Date: 1/10/95
Adaptive Architectural Cover Panels	5,077,949	Issue Date: 1/7/92
Adaptive Architectural Cover Panel System	4,958,476	Issue Date: 9/25/90

All related foreign patents and patent applications