

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
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>	
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Correspondent Name:	SNELL & WILMER L.L.P.
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Address Line 2:	David Nigro
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ATTORNEY DOCKET NUMBER:	33508.0002
NAME OF SUBMITTER:	David Nigro

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REEL: 023627 FRAME: 0690

Total Attachments: 6

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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement"), dated as of December 3, 2009, is by and among Kyowa America Corporation, a Georgia corporation ("Assignor"), and Kyowa America Corporation, a Georgia corporation ("Assignee").

WHEREAS, Assignor and Quilite International Limited Liability Company, a Delaware Limited Liability Company ("Debtor") are parties to that certain Intellectual Property Security Agreement by and among Assignor and Debtor, dated July 9, 2007 (the "Security Agreement"), pursuant to which Debtor granted a security interest to Assignor to secure a debt obligation ("Debt Obligation") Debtor assumed pursuant to that certain settlement agreement by and among Assignor and Debtor, dated July 9, 2007 (the "Settlement Agreement").

WHEREAS, Debtor has defaulted on the Debt Obligation and has failed to cure the default.

WHEREAS, Assignor exercised Assignor's rights pursuant to the Security Agreement to sell, assign, transfer and set over the property listed in Exhibit A.

WHEREAS, Assignor has sold, assigned, transferred and set over the property listed in Exhibit A to Assignee pursuant to that certain Bill of Sale ("Bill of Sale") by and among Assignor and Assignee, dated December 3, 2009.

WHEREAS, Assignor and Assignee further wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Bill of Sale which are not confidential, proprietary and/or trade secrets of either party and making said terms of record in the United States Patent & Trademark Office and the office of any applicable foreign patent authority.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the recitals, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

BE IT KNOWN that for the additional good and valuable consideration paid to Assignor by Assignee pursuant to the Bill of Sale, the receipt and sufficiency of which is hereby acknowledged, Assignor confirms that it sold, assigned, set over and transferred unto Assignee and, to the extent required to confirm such transfer, hereby sells, assigns, sets over and transfers unto Assignee, its successors, legal representatives or assigns, the entire right, title and interest in and to the patents, patent applications, trademarks, and other property, both tangible and intangible, listed in Exhibit A hereto, including all priority rights under applicable international, multilateral and bilateral treaties and conventions; in and to all inventions disclosed and/or claimed in the patents and patent applications listed in Exhibit A hereto; in and to any other patents and patent applications which claim priority from the patents and patent applications listed in Exhibit A hereto, including but not limited to all counterparts, equivalents, continuations, continuations-in-part, divisions, substitutes, reissues, reexaminations, extensions, renewals, reinstatements and restorations of said patents and patent applications; and in and to any and all patents obtained on any of the patent applications listed in Exhibit A hereto; all of the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which said patents have been or will be granted and so long as said trademarks maintain federal registration;

AND ASSIGNOR HEREBY sells, assigns, sets over and transfers unto Assignee and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of

said patents, patent applications, and trademarks in the United States and all foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits;

AND ASSIGNOR HEREBY authorizes and requests the U.S. Patent and Trademark Office and any foreign patent issuing authorities to issue any and all patents on said applications to Assignee as sole Assignee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.

Kyowa America Corporation (ASSIGNOR)

By: Tsutomu Tanaka

Name: Tsutomu Tanaka

Title: Executive Vice President

Kyowa America Corporation (Assignee)

By: Tsutomu Tanaka

Name: Tsutomu Tanaka

Title: Executive Vice President

Exhibit 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