

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Brian P Platner	04/20/2009
RECEIVING PARTY DATA	
Name:	ABL IP Holding, LLC
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13358767
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Total Attachments: 4 source=0103210_122_US2_Assignment_Brian_To_ABL#page1.tif source=0103210_122_US2_Assignment_Brian_To_ABL#page2.tif source=0103210_122_US2_Assignment_Brian_To_ABL#page3.tif source=0103210_122_US2_Assignment_Brian_To_ABL#page4.tif	

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**PATENT ASSIGNMENT**

This Patent Assignment (this "Assignment") is made as of this March 18, 2009, by Brian Platner, an individual residing at 66 Selden Road, Lyme, Connecticut 06371 ("Assignor"), to ABL IP Holding, LLC, a Georgia limited liability company ("Assignee").

WHEREAS, Assignor, Sensor Switch, Inc., a Connecticut corporation (the "Company"), Acuity Brands, Inc., a Delaware corporation, and Acuity Brands Lighting, Inc., a Delaware corporation (the "Buyer"), have entered into that certain Stock Purchase Agreement, dated as of March 18, 2009 (the "Stock Purchase Agreement"), pursuant to which the Assignor has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Assignor, all of the issued and outstanding shares of capital stock of the Company;

WHEREAS, the Assignor owns the United States patents and United States patent applications set forth on Exhibit A attached hereto, and all inventions described, disclosed or claimed therein (the "Patent IP"), which are used in the business of the Company; and

WHEREAS, pursuant to the Stock Purchase Agreement, the parties thereto have agreed that the Assignor will assign all right, title and interest in the Patent IP to the Assignee simultaneously with the closing of the transactions contemplated by the Stock Purchase Agreement, for the consideration specified in the Stock Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, all Assignor's rights, title and interest in, to and under the Patent IP and all goodwill associated therewith, to have, hold and exercise the same as Assignor would have been entitled to hold and exercise had this Assignment not been made, including but not limited to the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding patent applications and all divisions, renewals and continuations thereof, and all patents which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property or similar protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the Patent IP 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 IP under the applicable patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement, treaty, convention or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property or similar protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Patent IP in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.


Assignor hereby authorizes and requests the Commissioner for Patents, or any similar Official, 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 or similar protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

*[Remainder of page intentionally left blank; next page is signature page]*

IN TESTIMONY WHEREOF, Assignor has hereunto signed his name on the date indicated opposite his respective signature.

**ASSIGNOR:**

DATE: 4/20/09  
(MONTH/DAY/YEAR)

  
**Brian Platner**

## Exhibit A

### Patent IP

#### Patents.

- (a) U.S. Patent No. 5,473,202, issued 12/05/95, "Control Unit for Occupancy Sensor Switching of High Efficiency Lighting," Application No. 07/894,091, filed 06/05/92.
- (b) U.S. Patent No. 5,701,117, issued 12/23/97, "Occupancy Detector," Application No. 08/588,576, filed 01/18/96.
- (c) U.S. Patent No. 5,864,184, issued 01/26/99, "Interface Circuitry for Facilitating Installation of a Control Device," Application No. 08/811,591, filed 03/05/97.
- (d) U.S. Patent No. 6,215,398, issued 04/10/01, "Occupancy Sensors for Long-Range Sensing Within a Narrow Field of View," Application No. 09/212,738, filed 12/15/98.
- (e) U.S. Patent No. 6,304,180, issued 10/16/01, "Highly Versatile Occupancy Sensor," Application No. 09/292,057, filed 04/14/99.
- (f) U.S. Patent No. 6,850,159, issued 02/01/05, "Self-Powered Long-Life Occupancy Sensors and Sensor Circuits," Application No. 10/144,450, filed 05/10/02.
- (g) U.S. Patent No. 7,288,755, issued 10/30/07, "Portable Handheld Artificial Light Detector," Application No. 10/819,518, filed 04/06/04.
- (h) U.S. Patent No. 7,319,389, issued 01/15/08, "Self-Powered Long-Life Occupancy Sensors and Sensor Circuits," Application No. 11/045,751, filed 01/28/05 (division of Application No. 10/144,450, now U.S. Patent No. 6,850,159).

#### Patent Applications.

- (a) U.S. Application No. 11/045,931, filed 01/28/05, "Self-Powered Long-Life Occupancy Sensors and Sensor Circuits" (division of Application No. 10/144,450, now U.S. Patent No. 6,850,159), our ref: 11635-0011-999. Status: awaiting pre-appeal conference decision.
- (b) U.S. Application No. 11/046,455, filed 01/28/05, "Self-Powered Long-Life Occupancy Sensors and Sensor Circuits" (division of Application No. 10/144,450, now U.S. Patent No. 6,850,159), our ref: 11635-0010-999. Status: reply to Office Action filed 02/17/09.
- (c) U.S. Application No. 11/874,434, filed 10/18/07, "Portable Handheld Artificial Light Detector" (continuation of Application No. 10/819,518, now U.S. Patent No. 7,288,755), our ref: 11635-0018-999. Status: case allowed, issue fee due 04/09/09.

- (d) U.S. Application No. 11/874,451, filed 10/18/07, "Portable Handheld Artificial Light Detector" (division of Application No. 10/819,518, now U.S. Patent No. 7,288,755), our ref: 11635-0019-999. Status: filed RCE and reply to final Office Action on 12/22/08.
- (e) U.S. Application No. 12/116,185, filed 05/06/08, "Networked, Wireless Lighting Control System With Distributed Intelligence," our ref: 11635-0017-999. Status: awaiting first Office Action.
- (f) U.S. Application No. 12/192,520, filed 08/15/08, "Occupancy Sensors Programmed To Determine Loss of Lamp Life As A Lamp Is Used," our ref: 11635-0020-999. Status: awaiting first Office Action.
- (g) U.S. Application No. 10/277,180, filed 10/18/02, "Artificial Light Detector," our ref: 11635-0014-999. Status: notice of appeal filed, no action to be taken, abandonment to occur on 04/08/09.