

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Targetti North America, Inc.	Tivoli Industries, Inc. and Targetti-Tivoli, Inc.	01/02/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Tivoli, LLC
Street Address:	1513 E. Saint Gertrude Place
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92735
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1092244	TIVOLITE
Registration Number:	1013476	TIVOLI
Registration Number:	1106595	TIVOLI
Registration Number:	1143207	TIVOLI
Registration Number:	2031036	LUMITRED

CORRESPONDENCE DATA	
Fax Number:	(949)752-0597
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(949) 752-8585
Email:	cmuyderman@jdplaw.com
Correspondent Name:	Gerard L. Oskam, Esq.
Address Line 1:	2030 Main Street, Suite 1200
Address Line 4:	Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	32750
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NAME OF SUBMITTER:	Gerard L. Oskam, Esq.
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TRADEMARK

OP \$140.00 1092244

Total Attachments: 5

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ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS is made effective as of January 2, 2004 by Targetti North America, Inc., a California corporation with its principal place of business at 1513 E. Saint Gertrude Place, Santa Ana, California 92735 (“**Assignor**”), to Tivoli, LLC, a California limited liability company with its principal place of business at 1513 E. Saint Gertrude Place, Santa Ana, California 92735 (“**Assignee**”).

RECITAL

Assignee and Assignor are parties to a Subscription and Contribution Agreement effective as of January 2, 2004 (the “**Subscription and Contribution Agreement**”), pursuant to which Assignor has agreed to contribute, convey, assign, transfer and deliver to Assignee the Contributed Assets (as defined in the Subscription and Contribution Agreement), including certain service marks, trademarks and trade names of Assignor together with the goodwill of the business associated therewith and that is symbolized thereby. Pursuant to the Subscription and Contribution Agreement, Assignor has agreed to execute and deliver to Assignee such bills of sale, deeds, assignments, documents of title or other instruments of assignment with respect to the Contributed Assets that are reasonably required to transfer to the Company all of Subscriber’s right, title and interest thereto.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s right, title and interest in, to and under Assignor’s registered and unregistered domestic service marks, trademarks, trademark applications and trade names, including, without limitation, the service marks, trademarks, service mark and trademark applications and trade names listed on **Schedule A** hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the “**Marks**”) together with the goodwill of the business associated therewith and that is symbolized thereby.

NOW, THEREFORE, as consideration for Assignee’s issuance to Assignor of the Shares (as defined in the Subscription and Contribution Agreement) and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and that is symbolized thereby, all rights to sue for infringement of any Mark, whether arising before or after the date of this Assignment of Service marks and Trademarks, and any and all renewals and extensions thereof that hereafter may be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Service marks and Trademarks not been made.

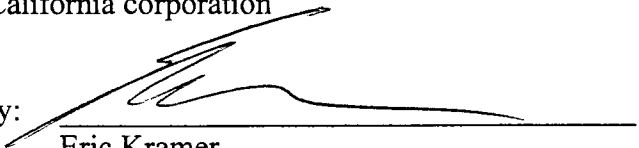
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service marks and Trademarks shall be governed by and

construed in accordance with the laws of the State of California without regard to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks to be effective as of the date first written above.

Targetti North America, Inc.,
a California corporation

By:



Eric Kramer
CEO

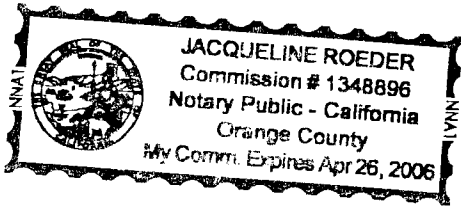
STATE OF CALIFORNIA)

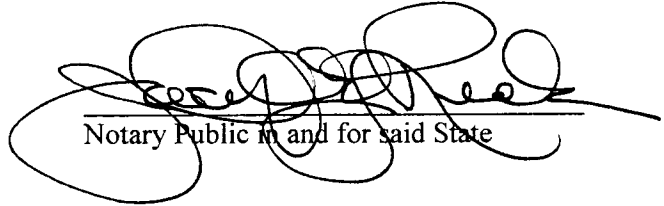
) ss.

COUNTY OF ORANGE)

On Feb 25, 2004, before me, Jacqueline Roeder, notary, personally appeared Eric Kramer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public in and for said State

(SEAL)

SCHEDULE A

"MARKS"

Trademark Reg.Number	Mark	Country
1,092,244	Tivolite (Stylized)	US
1,013,476	Tivoli (in Class 11)	US
1,106,595	Tivoli (Stylized)(in Class 11)	US
1,143,207	Tivoli (in Class 9)	US
2,031,036	Lumitred	US