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December 30, 2004

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ATTN: Trademark Trial and Appeal Board

Re: *McGraw-Edison Company v. Mule Lighting, Inc.*
Cancellation No. 92,042,545
U.S. Registration No. 2,324,402 – Mark: LEDISON

Dear Sir:

Enclosed for filing in the referenced action are the following documents:

- (1) Petitioner's Motion to Substitute Cooper Industries, Inc. as the Petitioner (including 1 exhibit);
- (2) Petitioner's Motion for Summary Judgment;
- (3) Petitioner's Memorandum of Law In Support of Motion for Summary Judgment, and a redacted copy of the memorandum to protect information that was designated by Registrant as "confidential";
- (4) Declaration of Glenn Siegel, Director of Marketing and Product Development at the Cooper Lighting division of Cooper Industries, Inc., including Exhibits;
- (5) Declaration of Kathryn Barrett Park, Trademark Counsel of General Electric Company;
- (6) Declaration of Carolyn M. Coley, Marketing Manager for Salton, Inc., including exhibits;



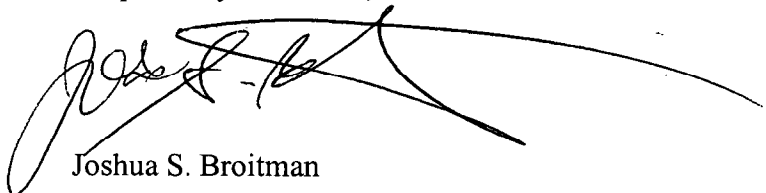
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December 30, 2004
Page 2 of 2

- (7) Declaration of Joshua S. Broitman, including exhibits, and a redacted copy of the Declaration, with Exhibit 1 redacted and Exhibits 13-23 removed to protect information that was designated by Registrant as "confidential";
- (8) Declaration of Terrance Helz, Corporate Secretary, Cooper Industries, Inc., with exhibits;
- (9) Certificate of Express Mailing for all of the foregoing documents, dated December 30, 2004, Label No. EV485974814; and
- (10) Return Receipt Postcard.

All of the foregoing documents were served by first-class mail today on Registrant's counsel.

Respectfully submitted,



Joshua S. Broitman

Enclosure
cc: Charles F. O'Brien, Esq.
(Registrant's counsel)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark
Registration No. 2,324,402

Mark: LEDISON

-----X		
McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	Cancellation No. 92,042,545
	:	
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
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Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ATTN: TRADEMARK TRIAL AND APPEAL BOARD

EXPRESS MAIL CERTIFICATE

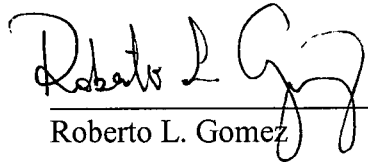
EXPRESS MAIL MAILING LABEL NO. EV 485974791 US
DATE OF DEPOSIT: December 30, 2004

The undersigned hereby certifies that the following papers are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above in an envelope addressed to the Commissioner for Trademarks, P.O. box 1451, Alexandria, VA 22313-21451:

- (1) Petitioner's Motion to Substitute Cooper Industries, Inc. as the Petitioner (including 1 exhibit);
- (2) Petitioner's Motion for Summary Judgment;
- (3) Petitioner's Memorandum of Law In Support of Motion for Summary Judgment;

- (4) Declaration of Glenn Siegel, Director of Marketing and Product Development at the Cooper Lighting division of Cooper Industries, Inc., including exhibits;
- (5) Declaration of Kathryn Barrett Park, Trademark Counsel of General Electric Company and including an exhibit;
- (6) Declaration of Carolyn M. Coley, Marketing Manager for Salton, Inc., including exhibits;
- (7) Declaration of Terrance Helz, Corporate Secretary, Cooper Industries, Inc., including exhibits;
- (8) Declaration of Joshua S. Broitman, including exhibits;
- (9) Certificate of Express Mailing for all of the foregoing documents, dated December 30, 2004, Label No. EV 485974791 US; and
- (10) Return Receipt Postcard

December 30, 2004
Date

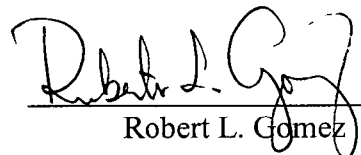


Roberto L. Gomez

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **CERTIFICATE OF EXPRESS MAILING** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002
Attorney for Registrant
Mule Lighting, Inc.



Robert L. Gomez

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the Matter of Trademark
Registration No. 2,324,402**

Mark: LEDISON

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McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	
	:	Cancellation No. 92,042,545
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
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PETITIONER'S MOTION FOR SUMMARY JUDGMENT

Petitioner, by and through its counsel, hereby moves for summary judgment pursuant to Fed R. Civ. P. 56 canceling United States Trademark Registration No. 2,324,402 for the mark LEDISON as applied to "light emitting diodes and light emitting diode displays", i.e., LED light bulbs.

Petitioner is the owner of the publicity and all commercial rights associated with the name, likeness and signature of the famous inventor, Thomas A. Edison, including the trademarks EDISON, THOMAS A. EDISON, and McGRAW-EDISON as applied to a wide variety of consumer and electronic products, including lighting products (the "EDISON Trademarks").¹ The EDISON Trademarks have been widely and continuously used by Petitioner and its predecessors since the early 1900's.

¹ On December 1, 2004, McGraw-Edison Company was merged into Cooper Industries, Inc. Concurrently with this motion, Petitioner is filing a motion to substitute Cooper Industries, Inc. as the Petitioner in this action.

The present motion is made on grounds that Registrant's LEDISON mark so resembles Petitioner's previously used and registered EDISON Trademarks as to be likely, when applied to Registrant's LED light bulbs, to cause confusion, or to cause mistake or to deceive, or to falsely suggest a connection with Petitioner and the EDISON Trademarks, or to dilute the distinctiveness of the EDISON Trademarks.

This action is ripe for summary judgment. The discovery period has ended, and Petitioner's testimony period is set to begin January 1, 2005. The presentation of more evidence than is already available in connection with this motion could not reasonably be expected to change the conclusion that Petitioner is entitled to cancellation of United States Trademark Registration No. 2,324,402.

Petitioner's motion is supported by the following:

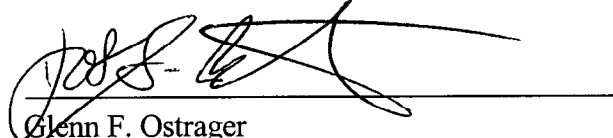
- (1) Petitioner's Memorandum of Law in Support of Motion for Summary Judgment;
- (2) Declaration of Glenn Siegel, Director of Marketing and Product Development at the Cooper Lighting division of Cooper Industries, Inc.;
- (3) Declaration of Kathryn Barrett Park, Trademark Counsel of General Electric Company;
- (4) Declaration of Carolyn M. Coley, Marketing Manager for Salton, Inc.;
- (5) Declaration of Terrance Helz, Corporate Secretary, Cooper Industries
- (6) Declaration of Joshua S. Broitman; and
- (7) The pleadings herein.

Dated: December 30, 2004

Respectfully submitted,

McGRAW-EDISON COMPANY

By its attorneys,



Glenn F. Ostrager

Joshua S. Broitman

OSTRAGER CHONG FLAHERTY &

BROITMAN P.C.

250 Park Avenue, Suite 825

New York, NY 10177-0899

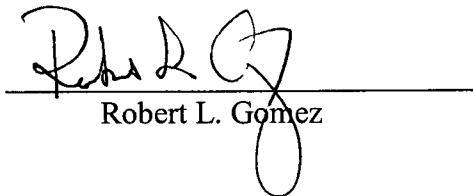
(212) 681-0600

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **MOTION FOR SUMMARY JUDGEMENT** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*



Robert L. Gomez

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the Matter of Trademark
Registration No. 2,324,402**

Mark: LEDISON

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McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	Cancellation No. 92,042,545
	:	
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
-----X	:	

**MEMORANDUM OF LAW IN SUPPORT OF
PETITIONER'S MOTION FOR SUMMARY JUDGMENT**

Glenn F. Ostrager
Joshua S. Broitman
OSTRAGER CHONG FLAHERTY & BROITMAN P.C.
250 Park Avenue, Suite 825
New York, NY 10177-0899

Attorneys for Petitioner

TABLE OF CONTENTS

TABLE OF AUTHORITIES	iii
Preliminary Statement	1
FACTUAL BACKGROUND	3
A. Petitioner and Affiliated Companies	3
1. Thomas A. Edison and His Company.....	3
2. Petitioner’s Acquisition and Use of the “Edison” Commercial Rights	5
3. Petitioner’s U.S. Trademark Registrations for the EDISON Trademarks	7
B. Third-Party Uses of the EDISON Trademarks	9
1. The Edison Legacy.....	9
2. The General Electric Company.....	9
C. Registrant’s LEDISON Mark	10
1. The ‘402 Registration.....	10
2. Registrant’s Use of the LEDISON Mark	10
3. Registrant’s Bad Faith.....	12
ARGUMENT.....	13
PETITIONER IS ENTITLED TO SUMMARY JUDGMENT CANCELING U.S. REGISTRATION NO. 2,324,402	13
I. Registrant’s LEDISON Mark Is Likely To Cause Confusion With Petitioner’s EDISON Trademarks	14
A. Strength of the EDISON Trademarks	15
B. Registrant’s LEDISON Mark is Substantially Identical to Petitioner’s EDISON Trademarks.....	16

C.	Registrant's Goods are Virtually Identical to Petitioner's Goods.....	17
D.	The Relationship Between the Parties' Channels of Trade And Advertising, Plus the Classes of Prospective Purchasers.....	18
E.	Registrant Adopted the LEDISON Mark in Bad Faith.....	19
F.	Actual Confusion.....	19
II.	Registrant's LEDISON Mark Falsely Suggests A Connection With Thomas Edison.....	20
III.	Registrant is Diluting Petitioner's Famous EDISON Trademarks.....	22
	CONCLUSION	25
	CERTIFICATE OF SERVICE.....	26

TABLE OF AUTHORITIES

Cases

<i>Anderson v. Liberty Lobby, Inc.</i> 477 U.S. 242 (1986).....	13
<i>Du Barry of Hollywood, Inc. v. Richard Hudnut,</i> 323 F.2d 986 (9th Cir. 1963)	23
<i>Edison v. Edison Polyform Mfg.</i> 73 N.J. Eq. 136, 67 A. 392 (N.J. Eq. 1907)	3
<i>In re E.I. du Pont de Nemours & Co.,</i> 476 F.2d 1357, 177 USPQ 563 (CCPA 1973).....	14, 15
<i>EMC Corp. v. Hewlett-Packard Co.,</i> 59 F. Supp. 2d 147 (D. Mass 1999)	19
<i>Equine Techs Inc. v. Equitechnology, Inc.,</i> 68 F.3d 542 (1 st Cir. 1995).....	22
<i>Federated Foods, Inc. v. Fort Howard Paper Co.,</i> 544 F.2d 1098, 192 USPQ 24 (CCPA 1976).....	14, 15
<i>In re James Raymond Bevan,</i> 2002 TTAB LEXIS 181 (TTAB 2002).....	16, 17, 19
<i>In re Julie White,</i> 2002 TTAB LEXIS 529 (TTAB 2004).....	20-22
<i>In re Kent-Gamebore Corp.,</i> 59 USPQ2d 1373 (TTAB 2001)	17
<i>Levi Strauss & Co. v. Genesco, Inc.,</i> 222 USPQ 939 (Fed. Cir. 1984).....	13
<i>In re Louis Upkins,</i> 2002 TTAB LEXIS 212 (TTAB 2002).....	15, 16, 18
<i>Metromedia Steakhouses, Inc. v. Pondco II Inc.,</i> 28 USPQ2d 1205 (TTAB 1993)	14
<i>Mosley v. V Secret Catalogue, Inc.</i> 537 U.S. 418, 65 USPQ2d 1801 (2003)	24

<i>Motschenbacher v. R.J. Reynolds Tobacco Co.</i> 498 F.2d 821 (9th Cir. 1974)	21
<i>The NASDAQ Stock Market, inc. v. Antartica, S.r.l.</i> , 2003 TTAB LEXIS 391, 69 USPQ2d 1718 (TTAB 2003)	23, 24
<i>In re North American Free Trade Association</i> , 43 USPQ2d 1282 (TTAB 1998)	21
<i>Quaker State Oil Refining v. Garrity Oil Co.</i> , 884 F.2d 1510 (1 st Cir. 1989).....	13
<i>Sweats Fashions Inc. v. Pannill Knitting Co.</i> , 4 USPQ2d 1793 (Fed. Cir. 1987)	14
<i>TBC Corp. v. Holsa Inc.</i> , 126 F.3d 1470, 44 USPQ2d 1315 (Fed. Cir. 1997)	19
<i>The Toro Co. v. ToroHead, Inc.</i> , 2001 TTAB LEXIS 823, 61 USPQ2d 1164 (TTAB 2001)	22, 23
<i>Two Pesos, Inc. v. Taco Cabana, Inc.</i> , 505 U.S. 763 (1992), <i>reh 'g denied</i> , 505 U.S. 1224 (1992).....	23
<i>Univ. of Georgia Athletic Assoc. v. Laite et al.</i> , 756 F.2d 1535 (11 th Cir. 1985)	16
<i>Univ. of Notre Dame du Lac v. J.C. Gourmet Food Imports Co.</i> , 703 F.2d 1372, 217 USPQ 505 (Fed. Cir. 1983)	21
<i>Volkswagenwerk v. Wheeler</i> , 814 F.2d 812 (1 st Cir. 1987).....	19
 <u>Statutes and Rules</u>	
15 U.S.C. § 1052(a)	20
15 U.S.C. § 1052(d).....	14
15 U.S.C. § 1125(c)	22
Fed.R.Civ.P. 56(c)	13
TBMP § 309.03(b)	14

Treatises and Other Authorities

J. Thomas McCarthy
McCarthy on Trademarks, (2004) Vol. 3, §23:18, p. 23-68 20

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the Matter of Trademark
Registration No. 2,324,402**

Mark: LEDISON

-----X		
McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	
	:	Cancellation No. 92,042,545
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
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**MEMORANDUM OF LAW IN SUPPORT OF
PETITIONER'S MOTION FOR SUMMARY JUDGMENT**

Preliminary Statement

Petitioner McGraw-Edison Company ("McGraw-Edison"), a wholly-owned subsidiary of Cooper Industries, Inc. ("Cooper")¹, is the successor to the publicity and commercial rights associated with the name, likeness, and signature of the famous inventor Thomas A. Edison (the "EDISON Publicity Rights") and the trademarks EDISON and THOMAS A. EDISON as applied to a variety of consumer and electronic products, such as lighting products.² The EDISON Publicity Rights and trademarks have been commercially exploited by Petitioner, its

¹ On December 1, 2004, McGraw-Edison was merged into Cooper, thus all McGraw-Edison assets are now owned by Cooper. The term "Petitioner" is used herein to refer to both McGraw-Edison, pre-December 1, 2004, and Cooper thereafter. Petitioner is filing herewith a separate motion to substitute Cooper as the petitioner in this action.

² Among Thomas Edison's many great achievements is the invention of the first practical electrical incandescent light bulb and power generation technologies that power and light the modern world.

predecessors and their affiliated companies for over a century, and have acquired enormous goodwill and consumer value.

Notwithstanding Petitioner's long-standing prior rights, Registrant Mule Lighting, Inc. commenced using an "Edison" mark in combination with the letter "L" in connection with the sale of light bulbs, and registered the mark LEDISON as U.S. Trademark Registration No. 2,324,402 ("the '402 Registration") as applied to "light emitting diodes and light emitting diode displays", i.e., light bulbs. Petitioner brought this action to cancel the '402 Registration.

In this motion, Petitioner shows that there are no genuine issues of material fact regarding the parties' marks or their respective uses of the marks, and that Petitioner is entitled to summary judgment canceling the '402 Registration on grounds that the LEDISON mark: (i) is likely to cause confusion with Petitioner's EDISON trademark, or to cause mistake, or to deceive in violation of 15 U.S.C. § 1052(d) (POINT I, *infra*); (ii) falsely suggests a connection with Thomas Edison in violation of 15 U.S.C. § 1052(a) (POINT II, *infra*); and (iii) dilutes the distinctiveness of Petitioner's EDISON trademark in violation of 15 U.S.C. § 1125(c)(1)(POINT III, *infra*).³ It is manifest that Registrant's unauthorized use of a mark substantially identical to Petitioner's EDISON trademark as applied to light bulbs, perhaps the most famous of Thomas Edison's inventions, is intended to exploit the commercial value associated with the EDISON name, persona, and trademark that has been developed for over a century by Petitioner, its predecessors and its affiliated companies.

³ In support of Petitioner's motion, Petitioner submits the Declarations of: Glenn Siegel, a Director of Marketing and Product Development for the Cooper Lighting Division of Cooper Industries, Inc. (the "Siegel Decl."); Terrance Helz, Corporate Secretary of Cooper Industries, Inc. (the "Helz Decl."); Kathryn Barrett Park, Trademark Counsel of General Electric Company (the "Park Decl."); Carolyn M. Coley, a Marketing Manager for Salton, Inc. (the "Coley Decl."); and Joshua S. Broitman, Petitioner's counsel, (the "Broitman Decl.") with Exhibits PX 1 – PX 10, annexed thereto (hereinafter, "PX __")

FACTUAL BACKGROUND

A. **Petitioner and Affiliated Companies**

Petitioner, its predecessors and affiliated companies, including Thomas A. Edison and his company Thomas A. Edison, Incorporated, have actively marketed diverse lines of consumer and electronic products for more than a century under the brands EDISON and THOMAS A. EDISON, and for nearly fifty years under the brand MCGRAW-EDISON (collectively, the “EDISON Trademarks”). (Helz Decl., ¶¶ 2, 11-12; Siegel Decl, ¶ 4)

1. **Thomas A. Edison and His Company**

Throughout the late 1800s and early 1900s, Thomas A. Edison invented and developed hundreds of commercial products, perhaps most notably the first practical electrical incandescent light bulb. (PX 3; Deposition of Robert P. Cross (“Cross Dep.”), p. 108, annexed as PX 1 to the Broitman Decl.) It is not disputed that Thomas Edison is recognized as one of the most distinguished inventors in American history, and that Mr. Edison’s name is associated with light bulbs. (PX 3; PX1-Cross Dep., pp. 21-22)

Thomas Edison and his company, Thomas A. Edison, Incorporated, of West Orange, New Jersey, also marketed diverse lines of industrial power equipment, consumer electronics and electrical home appliances under the brands THOMAS A. EDISON and EDISON. (Helz Decl., ¶ 2) During his lifetime, Mr. Edison vigorously exercised and protected the commercial and publicity rights in his name and likeness, including the assertion of such rights in the New Jersey Courts where he resided. *See, e.g., Edison v. Edison Polyform Mfg. Co.*, 67 A. 392, 395 (N.J. Ch. 1907). Because of Thomas Edison’s contributions to the advancement of science and technology, particularly in the fields of lighting and electronic products, and the widespread commercial activity under the EDISON Trademarks by Mr. Edison and his company, the

EDISON Trademarks became among the most famous in the world. Likewise, the "Edison" name is one of the most recognized names in American history, immediately identifying Thomas Edison and his achievements.

Prior to his death, Mr. Edison, by Assignment dated November 24, 1930, transferred his commercial and publicity rights to his company. Among the concerns addressed by Mr. Edison in the Assignment was the need to protect the public against deception from unauthorized uses of his name, likeness and signature. (Helz Decl. ¶ 4; Ex. 1) The Assignment provides, in part:

I am informed and believe that the capital invested in American Industries based upon or substantially affected by my inventions and discoveries exceeds twenty billion dollars. I realize that the public has for a great many years associated my name with the industries based upon my inventions and discoveries and also with the articles of commerce manufactured by the companies in which I am interested. I do not wish my name to be used for commercial purposes indiscriminately by concerns with which I have had no association. ...I realize also that the public has placed faith and credit in the industries that use my name with my authority and in the articles of commerce manufactured by the companies in which I am interested. I desire, as completely as possible, to protect the industries which rightfully use my name, to justify the public's faith in my name in these industries, and to prevent, as far as I may be able to do so, the unauthorized commercial use of my name, portrait and signature.

* * *

In furtherance of these purposes, I, Thomas A. Edison, of West Orange, New Jersey, therefore assign, transfer and convey to you, Thomas A. Edison, Incorporated, a New Jersey corporation, having your principal office at West Orange, New Jersey, your successors and assigns, all rights not heretofore conveyed, in and to the names EDISON and THOMAS A. EDISON for commercial purposes and for the promotion of research and inventions in whatsoever forms the same may be used, including my signature, which is now extensively used as a trade mark by you; and also my rights for the use for commercial purposes of all portraits, photographs and pictures of myself.

It is my desire that no persons or concerns, not duly authorized so to do, shall use my name, signature or portrait for commercial purposes unless permission be first obtained from you, your successors or assigns, and I trust that my wish will be respected, but if not I direct that unauthorized users of my name, signature or portrait be vigorously prosecuted.

2. Petitioner's Acquisition and Use of the "Edison" Commercial Rights

Thomas A. Edison, Incorporated subsequently sold substantially all of its assets to McGraw-Edison Company of Elgin, Illinois ("McGraw-Edison-Elgin"), including the EDISON Trademarks and EDISON Publicity Rights. (Helz Decl. ¶ 5, Exs. 2, 3) Thereafter, Cooper⁴ acquired McGraw-Edison-Elgin, which was restructured as Petitioner McGraw-Edison Company.⁵ McGraw-Edison Company later merged into Cooper. (Helz Decl., ¶ 9, Ex. 7)

Throughout the foregoing transition period, the EDISON Trademarks continued to be used in connection with commercial products by Petitioner and its predecessors. Since at least 1958, McGraw-Edison-Elgin and, later, McGraw-Edison Company and Cooper used the EDISON Trademarks on a diverse line of consumer electric and electronic products, including lighting fixtures. (Helz Decl., ¶ 11; Siegel Decl., ¶ 4) In the mid-1980's, the "Edison" name was used as part of Petitioner's trade name in connection with their lighting products – "Edison Lighting". (Siegel Decl., ¶ 8, Ex. 6)

In recent years, Cooper Lighting has marketed electric lighting fixtures and buss fuses under the EDISON Trademarks through electrical wholesalers and distributors, "Do-It-Yourself" stores and retail channels such as Home Depot. (Siegel Decl., ¶10) Cooper Lighting also sells several product lines that include LEDs, such as LED traffic signals and emergency exit signs. (Siegel Decl., ¶ 5, Exs. 4, 5) All of these products are directly competitive with Registrant's

⁴ Cooper is a holding company for Petitioner and affiliated companies including Cooper Lighting, Inc. ("Cooper Lighting") and Cooper Power Systems, Inc. ("Cooper Power Systems") that market diverse lines of industrial and consumer electronic products under the EDISON Trademarks. (Helz, ¶¶ 12-13)

⁵ In the acquisition, McGraw-Edison-Elgin later became a subsidiary of CI Acquisition Company, which was, in turn, a subsidiary of Cooper. (Helz Decl., ¶ 6, Ex. 28) In 1986, McGraw-Edison-Elgin merged with the CI Acquisition Company. (Helz Decl., ¶ 7, Ex. 29) Cooper later changed the name of one of its subsidiaries to Petitioner McGraw-Edison Company and certain assets of CI Acquisition Company, including the EDISON Trademarks and EDISON Publicity Rights were sold to McGraw-Edison. (Helz Decl., ¶ 8, Ex. 6).

product lines. (Siegel Decl., ¶ 16; PX1-Cross Dep., pp. 13-14, 39, 50-52, 106, 113)

Petitioner and its affiliated companies promote their EDISON brand products through catalogs, Internet advertising, brochures, point-of-sale displays, co-op advertising, and by attending trade shows throughout the country. (Siegel Decl., ¶¶ 4-5, 11) Petitioner has expended in excess of one million dollars for such promotions in the past year. (*Id.*)

Sales of products under the EDISON Trademarks over the last century by Petitioner, its predecessors and affiliates are believed to have totaled billions of dollars. Over the last ten years, Cooper Lighting's sales under the EDISON Trademarks have totaled hundreds of millions of dollars and are presently in excess of 20 million dollars per year. (Siegel Decl., ¶ 7)

Cooper Power Systems markets power generation equipment, computer hardware and software under the EDISON Trademarks to public utilities throughout the country. (Helz Decl., ¶ 13) In connection therewith, Cooper owns and operates the THOMAS A. EDISON TECHNICAL CENTER in Franksville, Wisconsin, an internationally recognized laboratory devoted to research and development of electric power technology. (*Id.*; PX 4)

Petitioner and its affiliated companies are also engaged in developing new products as well as licensing opportunities for the EDISON Trademarks, and in protecting these rights against unauthorized use. (Siegel Decl., ¶ 13; Helz Decl. ¶ 14; PX 5) Petitioner, through affiliates, is presently planning to expand its offerings of EDISON brand consumer electronic products. (Siegel Decl., ¶¶ 13-14; Coley Decl., ¶ 5) Apart from its U.S. marketing activities, Cooper recently began construction of a 30 million dollar EDISON TECHNICAL CENTER in Shanghai, China. (Helz Decl., ¶ 14) Among other objectives, Petitioner and its affiliates plan to develop new generations of EDISON products for worldwide distribution. (*Id.*; Siegel Decl., ¶¶ 13-14; Coley Decl., ¶ 5)

Petitioner's licensee, Salton, Inc. ("Salton") and its predecessor Toastmaster, Inc. ("Toastmaster") have also marketed EDISON brand consumer electronic appliances. (Coley Decl., ¶¶ 4-8; Helz Decl., ¶ 12) Beginning in or about 1980, Toastmaster commenced marketing home appliances, such as, fans and humidifiers, under the EDISON Trademarks. (Coley Decl., ¶ 4, Ex. 1) Salton acquired Toastmaster in 1999 and continued product sales pursuant to license with Petitioner under the EDISON Trademarks. (Coley Decl. ¶¶ 2, 5, 9) Toastmaster markets its EDISON brand products through national retail outlets, such as Wal-Mart and K-Mart. (Coley Decl. ¶ 5) In December 2001, Salton commenced marketing a line of home appliances under the EDISON brand, including toaster-oven broilers, blender/chopper combo unit, coffee urns, rice cookers, and electric skillets. (Coley Decl., ¶ 6, Exs. 2-5) Salton has recently introduced a line of EDISON home appliances on the QVC Home Shopping Network and QVC internet website at <<http://www.qvc.com>>. (Coley Decl., ¶ 8, Exs. 6-7)

As a result of the foregoing commercial activity by Mr. Edison and his company during his lifetime and thereafter by successor companies and their licensees, Mr. Edison's name, likeness and signature, and the EDISON Trademarks, have acquired enormous goodwill and consumer value.

3. Petitioner's U.S. Trademark Registrations for the EDISON Trademarks

Petitioner owns the following federal registrations for the EDISON Trademarks (status and title copies of which are submitted with this motion as PX 10):

TRADEMARK	REG. NO.	REG. DATE	FIRST USE	CLASS	GOODS
EDISON	372,127	10/24/1939	07/23/1936	009	Electrical switches and electric relays
EDISON	409,187	09/19/1944	06/1940	009	Indicating instruments-namely, temperature indicators and indicating instruments or units each comprising an assembly of a temperature indicator, a pressure gauge, and a differential pressure gauge
EDISON	1,288,874	08/07/1984	09/01/1974	009	Indoor and outdoor electric light fixtures
EDISON	1,636,822	03/05/1991	08/24/1987	009	Electric lighting fixtures
THOMAS A. EDISON TECHNICAL CENTER	1,644,681	05/14/1991	12/1959	042	Electrical testing and analytical services for the electric power generation, transmission and distribution industry
THOMAS A. EDISON (signature logo)	2,443,841	04/17/2001	01/1958	011	Electric lighting fixtures and components therefore; namely, electric ballasts, electrical transformers and track lighting units
THOMAS A. EDISON	2,495,399	10/09/2001	01/1958	011	Electrical lighting fixtures and components therefore; namely, electric ballasts, electrical transformers and track lighting units
EDISON	2,726,711	06/17/2003	12/06/2001	011	Electric kitchen appliances for domestic use; namely, counter-top toaster, broiler and cooking ovens, electric skillets and coffee makers and coffee urns
MCGRAW-EDISON	2,294,981	11/30/1999	06/09/1958	011	Electric lighting fixtures
MCGRAW-EDISON	2,015,393	11/12/1996	02/10/1994	009	Transformers, voltage regulators, power capacitors, fuses, fault indicators,

B. Third-Party Uses of the EDISON Trademarks

The EDISON brand and name have acquired enormous fame through Petitioner's, and its predecessors', marketing activities under the EDISON Trademarks – which span more than a century. (Siegel Decl., ¶ 12; Coley Decl., ¶ 10) The fame of the EDISON Trademarks has been further enhanced by Petitioner's cooperation with a “family” of Edison companies, all founded by or otherwise associated with Thomas A. Edison, which market consumer products under the EDISON Trademarks (the “Edison Family of Companies”). Petitioner and the Edison Family of Companies have cooperated to police the market against unauthorized infringements of the EDISON Trademarks. (Park Decl., ¶ 8; Broitman Decl., ¶ 6, PX 5)

1. The Edison Legacy

In 1878, Thomas Edison and a group of investors established Edison Electric Light Company (“EELC”), the predecessor to the General Electric Company (“GE”), to develop power generation technologies (the “Edison Technology”). (PX 6, ¶ 47) Power utilities throughout the country that licensed the Edison Technology were permitted to use the “Edison” name as a part of their company names. (PX 6, ¶ 48) Thus, for more than a century, a variety of electric utility companies throughout the country have used the “Edison” name in the power generation field. As recent as 1985, SCE Corp, a California utility company, obtained Petitioner's consent to rename its company “Edison International”. (PX 6, ¶ 62)

2. The General Electric Company

Among Thomas Edison's greatest achievements was the invention of the electric light bulb. For nearly a century, with the consent of Petitioner and its predecessors, GE has marketed a line of electric light bulbs under the trademark “GE EDISON”. (Park Decl., ¶¶ 4-7) GE markets its GE EDISON line bulbs nationally to the general public in hardware and convenience

stores, as well as through national chain stores. GE's product is shown at its website.⁶ (Park Decl., ¶ 6) GE's representatives concur that Registrant's marketing of LEDISON light bulbs evokes an association with GE's long established GE EDISON trademark and Petitioner's EDISON Trademarks. (Park Decl., ¶¶ 9-10)

C. Registrant's LEDISON Mark

1. The '402 Registration

Registrant filed Application Serial Number 75/674,056 on April 5, 1999 for the mark LEDISON (in block letters) based on its use of the mark in connection with "light emitting diodes and light emitting diode displays" in International Class 009. (PX 7) The application asserted first use of the LEDISON mark in interstate commerce since December 1998, long after Petitioner's first and extensive use of the EDISON Trademarks.⁷ Registrant's '402 Registration issued February 29, 2000.

2. Registrant's Use of the LEDISON Mark

Like Petitioner and its affiliated company Cooper Lighting, Registrant is a manufacturer of lighting equipment such as emergency and exit lighting, compact fluorescent lighting, and commercial and industrial lighting. (PX 1-Cross Dep., pp. 5, 9-11; PX 8; Siegel Decl, ¶ 3) Registrant's product line also includes solid-state LED light bulbs for applications such as exit fixtures and emergency lighting units, as well as decorative, accent and general purpose lighting.

⁶ <http://www.gelighting.com/na/home_lighting/products/edison/mail.htm>

⁷ The application further asserted that the "mark is used by placing it on the goods, by casting, molding, stamping, or directly imprinting thereon, by use on tags or labels affixed to the goods, or on the containers in which they are shipped, or when such placing is impractical on documents associated with the goods or their sale...." However, Registrant only uses the LEDISON mark on a specification sheet, and has never applied the LEDISON mark to the goods or the containers or packaging for the goods. (PX 1-Cross Dep., pp. 34-35; PX 7, p. 00148).

(*Id.*; PX 11)⁸.

Registrant's apparent strategy for presenting its series of light bulbs to the marketplace was to seize upon Thomas Edison's fame, commercial endeavors, and reputation of excellence and innovation. To that end, Registrant employed the "Edison" name in its "LEDISON Series" light bulbs, which are equivalent to conventional incandescent light bulbs of the type invented and first commercialized by Thomas Edison.⁹ (*Id.*; PX 12) This brand presentation unmistakably associates Registrant's LEDISON light bulbs with Thomas Edison.¹⁰ This is just the sort of indiscriminate misuse of the Thomas Edison name and persona that Mr. Edison sought to guard against by assigning these rights to his company.

Registrant sells its products, including its LEDISON series of light bulbs, throughout the United States to energy service companies and electrical wholesalers and distributors, who then resell the products to entities such as electrical contractors, industrial and plant facility managers and public utilities. (PX 1-Cross Dep., pp. 6, 8, 10, 115-116; PX 2-Registrant's Answers to Petitioner's First Set of Interrogatories, No. 5 ("Registrant's Interrogatory Answers")). It is not disputed that the types of products sold by Petitioner are sold by the same types of electrical wholesalers and distributors that sell Registrant's products. (PX 1-Cross Dep., p. 111; Siegel Decl., ¶ 10; PX 10) Registrant also does not dispute that Cooper and its Cooper Lighting division are direct competitors of Registrant. (PX 1-Cross Dep., pp. 13-14). For example, Cooper Lighting's "AtLite" and "Sure-Lites" brand emergency lighting and exit signs directly

⁸ The LED light bulbs are sold under the trademark DYNALUX, and the trademark MULE appears on the base of the bulbs. (PX 11)

⁹ Registrant admitted that its LEDISON light bulbs compete with all types of light bulbs, including incandescent bulbs, for commercial and residential applications. (PX 1-Cross Dep., pp. 39, 50-52).

¹⁰ The record shows that Thomas Edison and the EDISON Trademarks are closely identified and associated by the public with the Edison Family of Companies. (Siegel Decl., ¶ 12; Coley Decl., ¶ 10; Park Decl., ¶¶ 4-8)

compete with Registrant's emergency light and exit sign products, and often appear at trade shows attended by Registrant. (PX 1-Cross Dep., pp. 16, 107-108). Registrant's other competitors include the lighting industry in general, including such products as electric ballasts, which are also sold by Petitioner. (PX 1-Cross Dep., pp. 13-14; Siegel Decl., ¶¶ 3-4; U.S. Trademark Registration No. 2,495,399)

Registrant's total sales for its LEDISON series of light bulbs are less than \$800,000 for the period December 1998 through August 2004. (PX 1-Cross Dep., pp. 57, 83, 87, 91, 93; PX 13; PX 15-20) Registrant primarily promotes its products, including the LEDISON series of light bulbs, through catalogs and Internet advertising, such as pop-up ads that appear in "Google" and "Overture" Internet search engines. (PX 1-Cross Dep., p. 86) Registrant has also used a public relations firm to prepare news releases that are submitted to various magazines, and attended industry trade shows. (PX 1-Cross Dep., pp. 11-12) Registrant produced documents showing total advertising expenses of approximately \$600,000 for all of its products, and approximately \$4,000 specifically geared toward its LEDISON series of light bulbs. (PX 1-Cross Dep., pp. 95-99; PX 21-23; PX 2-Registrant's Interrogatory Answers, No. 11)

3. Registrants' Bad Faith

Registrant's president, Robert Cross, testified at his deposition that he was well aware of the fame associated with Thomas Edison and Cooper's lighting products when he selected the LEDISON brand. (PX 1-Cross Dep., pp. 4, 6, 17, 21-22) Cross is Registrant's sole owner and is responsible for the company's product branding and marketing strategies. (PX 1-Cross Dep., p. 4, 6; PX 2-Registrant's Interrogatory Answers, No. 2) Notwithstanding this knowledge, Cross selected the mark LEDISON on his own, conducted his own Internet search, received a verbal

opinion from his son-in-law, and proceeded to market LEDISON light bulbs.¹¹ (PX 1-Cross Dep., pp. 22, 23, 30-32)

Registrant's assertion in this action that its marketing strategy is not designed to trade on the EDISON Trademarks and "Edison" fame is beyond preposterous. Registrant itself identifies its LEDISON series light bulbs with "Edison", as evidenced by a hand-written note stating "Edison Red" on a purchase order to Registrant's manufacturer. (PX 1-Cross Dep., pp. 63-64; PX 15). There can be no doubt that Registrant's target consumers also identify LEDISON light bulbs with Thomas Edison and Petitioner's EDISON brand commercial products.

ARGUMENT

PETITIONER IS ENTITLED TO SUMMARY JUDGMENT CANCELING U.S. REGISTRATION NO. 2,324,402

Summary judgment should be granted if, after reviewing the facts in the light most favorable to the non-moving party, no genuine issue of material fact remains. Fed.R.Civ.P. 56(c); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986). To determine that a factual dispute is "genuine," the Board must decide that the evidence is such that a reasonable fact-finder could return a verdict for the non-moving party. *Id.* "The mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment." *Quaker State Oil Refining v. Garrity Oil Co.*, 884 F.2d 1510, 1513 (1st Cir. 1989) *citing Anderson*, 477 U.S. at 247-248; *See also Levi Strauss & Co. v. Genesco, Inc.*, 222 USPQ 939 (Fed. Cir. 1984) (unsupported arguments not sufficient to defeat summary judgment).

Petitioner shows below that there are no genuine issues of material fact that preclude the Board from canceling the '402 Registration for the mark LEDISON in view of Petitioner's long-

¹¹ Registrant did not produce any documents or information evidencing that any further due diligence was conducted by Registrant or its counsel. (PX 1-Cross Dep., p. 36).

standing, prior use and registration of the marks EDISON, THOMAS A. EDISON and MCGRAW-EDISON as applied to similar goods. Therefore, the Board should not hesitate to dispose of this case on summary judgment. *See Sweats Fashions Inc. v. Pannill Knitting Co.*, 4 USPQ2d 1793 (Fed. Cir. 1987)(no relevant evidence to raise genuine issue of material fact).

I. Registrant's LEDISON Mark Is Likely To Cause Confusion With Petitioner's EDISON Trademarks

Petitioner asserts that Registrant's LEDISON mark as applied to LED light bulbs should be canceled because it so resembles Petitioner's previously used and registered EDISON Trademarks as to be likely to cause confusion, or to cause mistake, or to deceive in violation of Section 2(d) of the Lanham Act, 15 U.S.C. § 1052(d). To make out a *prima facie* claim under Section 2(d), Petitioner must establish: (1) that it has standing; (2) that its use and/or registration of the EDISON Trademarks was prior to the first use of the LEDISON mark by Registrant; and (3) that Registrant's use is likely to cause confusion, to cause mistake or to deceive. 15 U.S.C. § 1052(d). Here, likelihood of confusion is the central inquiry, as there can be no doubt that Petitioner has standing¹² and priority of use and registration¹³.

The evidentiary factors the Board considers in determining likelihood of confusion are set out in *In re E.I. du Pont de Nemours & Co.*, 476 F.2d 1357, 1361, 177 USPQ 563 (CCPA 1973):

¹² Any person who believes it is or will be damaged by registration of a mark has standing to file a complaint. TBMP § 309.03(b). Petitioner's real commercial interest in protecting the registered EDISON Trademarks set forth above, alone, is manifest and justifies Petitioner's belief that it will be damaged by the '402 registration. *Federated Foods, Inc. v. Fort Howard Paper Co.*, 544 F.2d 1098, 1101, 192 USPQ 24 (CCPA 1976). Further, establishing a claim of likelihood of confusion is sufficient to show a real interest in the proceeding and that Petitioner has standing. *See Metromedia Steakhouses, Inc. v. Pondco II Inc.*, 28 USPQ2d 1205, 1209 (TTAB 1993).

¹³ Petitioner set forth in detail above undisputed facts concerning commercial use of the EDISON Trademarks over the last century by Petitioner, its predecessors and their affiliated companies. Petitioner also identified several U.S. Trademark Registrations for the EDISON Trademarks. All of Petitioner's use substantially predates Registrant's earliest date of use (December 2000) and its filing date (April 5, 1999).

(1) the similarity or dissimilarity of the marks in their entireties as to appearance, sound, connotation and commercial impression. (2) the similarity or dissimilarity and nature of the goods or services as described in an application or registration or in connection with which a prior mark is in use. (3) the similarity or dissimilarity of established likely-to-continue trade channels. (4) The conditions under which and buyers to whom sales are made, i.e., “impulse” vs. careful, sophisticated purchasing. (5) The fame of the prior mark (sales, advertising, length of use). (6) The number and nature of similar marks in use on similar goods. (7) The nature and extent of any actual confusion. (8) The length of time during and conditions under which there has been concurrent use without evidence of actual confusion. (9) the variety of goods on which a mark is or is not used (house mark, “family” mark, product mark). (10) The market interface between [registrant] and the owner of a prior mark... (11) the extent to which applicant has a right to exclude others from use of its mark on its goods. (12) The extent of potential confusion, i.e., de minimis or substantial. (13) Any other establish fact probative of the effect of use.

Significantly, a petitioner is not required to prove each of these factors, and no one factor is determinative. *Id.* at 1362. The “fundamental inquiry mandated by § 2(d) goes to the cumulative effect of differences in the essential characteristics of the goods and differences in the marks.” *In re Louis Upkins*, 2002 TTAB LEXIS 212 at *2 (TTAB 2002), quoting, *Federated Foods, Inc. v. Fort Howard Paper Co.*, 192 USPQ at 29.

A. Strength of the EDISON Trademarks

The strength of the EDISON Trademarks cannot be overstated. As indicated above, Petitioner’s EDISON Trademarks are among the most popular and recognizable marks in the world, and have been used for nearly a century in diverse fields, including the electric lighting industry in which Registrant markets its products. The EDISON Trademarks represent the innovation and fame of Thomas Edison, one of the most famous people in American history. The strength of the EDISON Trademarks is bolstered by use of the marks by Petitioner’s licensees, and by the ongoing interest in the EDISON Trademarks by potential licensees. *See*,

Univ. of Georgia Athletic Assoc. v. Laite et al., 756 F.2d 1535, 1545 (11th Cir. 1985). Therefore, this factor weighs heavily in favor of a determination that a likelihood of confusion exists.

B. Registrant's LEDISON Mark is Substantially Identical to Petitioner's EDISON Trademarks

In an attempt to gain instant market recognition for its light bulbs, Registrant evoked the goodwill of the EDISON Trademarks and the fame associated with Thomas Edison by using a mark that simply adds the letter "L" to Petitioner's EDISON trademark. The addition of a letter to a previously used mark does not, however, serve to distinguish the marks. *In re James Raymond Bevan*, 2002 TTAB LEXIS 181 at *9 (TTAB 2002). This is especially true when the marks appear on virtually identical goods. *In re Louis Upkins*, 2002 TTAB LEXIS at *4 (the degree of similarity between the marks which is necessary to support a finding of likelihood of confusion declines when the goods are virtually identical)(*see* POINT I (C), *infra*)

The name "Edison" is the most prominent and dominant portion of both Petitioner's and Registrant's marks. Registrant's LEDISON mark not only looks and sounds strikingly similar to Petitioner's EDISON Trademarks, but the commercial impression of both marks is the same. *See Id.* (it is not improper to give more weight to the dominant portion of the marks when determining the commercial impression created by the marks). As set forth above, Petitioner's EDISON Trademarks have been in use for nearly a century and have acquired substantial good will and commercial value, immediately identifying the marks' connection to the famous inventor Thomas Edison. Registrant's LEDISON mark, as applied to light bulbs that are equivalent to the type commonly known to be invented by Thomas Edison, also unmistakably identifies Thomas Edison and therefore has the same connotation as the EDISON Trademarks. Even if purchasers note the slight difference in the marks, they are likely to believe that Registrant's LEDISON mark is simply a version of Petitioner's EDISON Trademarks, adopted

for Registrant's "Edison" style light bulbs.¹⁴ See, *In re Kent-Gamebore Corp.*, 59 USPQ2d 1373 (TTAB 2001)(HI-IMPACT is likely to be confused with IMPACT). Therefore, this factor weighs heavily in Petitioner's favor.

C. Registrant's Goods Are Virtually Identical to Petitioner's Goods

It is well settled that goods need not be identical or even competitive to support a finding of likelihood of confusion. It is sufficient that the goods are related in some manner. *In re James Raymond Bevan*, 2002 TTAB LEXIS 181 at *5. Here, Registrant's goods are virtually identical to the lighting products marketed and sold by Petitioner, its predecessors and affiliated companies for nearly a century.

The goods identified in the '402 Registration are "light emitting diodes and light emitting diode displays". Registrant's application file history does not show use of the mark on LEDs. Instead, Registrant submitted a specimen of use showing light bulbs that are equivalent to conventional incandescent light bulbs except the light source is an LED. Registrant's President, Robert Cross, testified that Registrant's LEDISON series of light bulbs may be used for commercial and residential applications anywhere a conventional incandescent light bulb can be used. (PX 1-Cross Dep. pp. 39, 50-52; PX 12).

Although Petitioner does not currently sell light bulbs, Petitioner and its affiliated companies market a wide range of lighting products under the EDISON Trademarks for commercial and residential applications, such as track lighting. All of these products use light bulbs, including the type Registrant sells as part of its LEDISON series. (Siegel Decl., ¶¶ 3, 4, 8-10) Petitioner also owns several trademark registrations for the mark EDISON as applied to

¹⁴ However, in view of the identical commercial impression, consumers are unlikely to remember the slight difference between the LEDISON mark and the EDISON Trademarks "due to the recollection of the average purchaser, who normally retains a general, rather than a specific, impression of the many trademarks encountered." *In re James Raymond Bevan*, 2002 TTAB LEXIS at *9-10.

light fixtures. *See, e.g.*, Reg. Nos. 1,288,874 and 1,636,822. Further, Petitioner and its predecessors consented to GE's marketing and sale of "GE EDISON" brand incandescent light bulbs, in view of GE's association with Thomas Edison for nearly a century. (Park Decl., ¶¶ 4-7) GE's representatives concur that Registrant's marketing of LEDISON light bulbs is likely to cause confusion with Petitioner's EDISON Trademarks. (Park Decl., ¶¶ 9-10).

Moreover, Petitioner's ongoing efforts to license the EDISON Trademarks and expand the products on which the marks are used evidence that Registrant's and Petitioner's goods are sufficiently related to cause confusion among consumers as to whether the owners of the EDISON Trademarks are affiliated with or have sponsored Registrant's light bulbs.

D. The Relationship Between The Parties' Channels Of Trade And Advertising, Plus The Classes Of Prospective Purchasers

The '402 Registration does not limit or restrict the market for Registrant's light bulbs, thus the Board must presume that "registrant would market their respective goods in all normal trade channels and to all normal classes of purchasers for such goods..." *In re Louis Upkins*, 2002 TTAB LEXIS 212 at *3. Registrant markets and sells its LEDISON series of light bulbs to electrical wholesalers and distributors who then resell the light bulbs to electrical contractors, industrial and plant facility managers and public utilities. (PX 1-Cross Dep., pp. 6, 8, 10, 115-116). Registrant does not dispute that Petitioner markets and sells its goods through the same channels of trade (electrical wholesalers and distributors) or that Petitioner's goods are intended for the same market (electrical contractors, public utilities). (PX 1-Cross Dep., pp. 13-14, 111). Registrant also admits that many of its products are directly competitive with many of Petitioner's products. (*Id.*). Further, both parties promote their products to their target markets through the Internet. (PX 1-Cross Dep., pp. 11-12, 86; PX 21-23). This overlap in target

consumers for the parties' respective products increases the likelihood of confusion.

Volkswagenwerk v. Wheeler, 814 F.2d 812, 818 (1st Cir. 1987)

Further, it is actionable under the Lanham Act, as here, where a party trades on an established brand to garner initial consumer recognition and credibility. Petitioner submits that Registrant's use of the LEDISON mark at least initially causes consumers to mistakenly believe that there is an association between the parties. *EMC Corp. v. Hewlett-Packard Co.*, 59 F. Supp. 2d 147, 150 (D. Mass 1999) ("initial confusion" is actionable under the Trademark Act even if a person is only initially confused but subsequently corrects that confusion). There can be no doubt that consumers of Registrant's LEDISON brand "Edison" style light bulbs associate the product with Thomas Edison, who is indisputably associated with Petitioner's EDISON brand products. Accordingly, the parties' respective channels of trade, advertising and classes of purchasers favor a finding of likelihood of confusion.

E. Registrant Adopted the LEDISON Mark in Bad Faith

Registrant's intent also militates in favor of a finding of confusion, as there can be little doubt that Registrant intended for consumers to associate its LEDISON brand "Edison" style light bulbs with the *bona fide* EDISON Trademarks and the fame of Thomas Edison. Further, it is well established that a "newcomer" has a heightened burden to maintain a safe distance from established trademark proprietors. It is accordingly proper to resolve any doubt on the question of likelihood of confusion against Registrant. *See, TBC Corp. v. Holsa Inc.*, 126 F.3d 1470, 44 USPQ2d 1315 (Fed. Cir. 1997); *In re James Raymond Bevan*, 2002 TTAB LEXIS 181 at *10.

F. Actual Confusion

Proof of actual confusion is not necessary to establish likelihood of confusion. *See, e.g., Volkswagenwerk*, 814 F.2d at 819. Here, Registrant's use of the LEDISON mark has been quite

limited. The LEDISON mark does not appear on the product or the packaging. Further, Registrant's sales under the LEDISON brand have been quite limited, less than \$800,000 over a seven-year period, and the Registrant's LEDISON series light bulbs have been in the marketplace for a relatively short period of time. *See 3 McCarthy on Trademarks*, § 23:18, p. 23-68 ("The absence of evidence of actual confusion is less significant when the period in which the two marks have coexisted is relatively short.").

In sum, an examination of the confusion factors establishes that Registrant's use of the LEDISON mark in connection with the marketing and sale of light bulbs is likely, if not certain, to cause confusion over the source and/or sponsorship of the light bulbs, in violation of Section 2(d) of the Lanham Act.

II. Registrant's LEDISON Mark Falsely Suggests A Connection With Thomas Edison

Petitioner asserts that Registrant's LEDISON mark as applied to light bulbs should be canceled because it falsely suggests a connection to Thomas Edison in violation of Section 2(a) of the Lanham Act, 15 U.S.C. § 1052(a). In determining a Section 2(a) violation, The Board should consider the following:

- (1) that the mark is the same as, or a close approximation of, the name or identity previously used by another person or institution;
- (2) the mark would be recognized as such, in that it points uniquely and unmistakably to that person or institution;
- (3) the person or institution named by the mark is not connected with the activities performed by [Registrant] under the mark; and
- (4) the fame or reputation of the person or institution is such that, when the mark is used with [Registrant's] goods or services a connection with the person or institution would be presumed.

In re Julie White, 2002 TTAB LEXIS 529 at *15 (TTAB 2004).¹⁵

¹⁵ Section 2(a) has its roots in rights of privacy and publicity, i.e., the right to control use of one's identity, personality or persona. *Id.*

The “initial and critical requirement is that the name (or an equivalent thereof) claimed to be appropriated by another must be unmistakably associated with a particular personality or persona.”¹⁶ *Id.* at *16; *Univ. of Notre Dame du Lac v. J.C. Gourmet Food Imports Co.*, 703 F.2d 1372, 217 USPQ 505, 509 (Fed. Cir. 1983). Here, it is manifest that Registrant’s use of the mark LEDISON as applied to light bulbs, undisputedly the most famous and identifiable of Thomas Edison’s inventions, unmistakably associates Registrant’s light bulbs with the name and heritage of Thomas Edison, and with Petitioner’s EDISON Trademarks. See, *Mostchenbacher v. R.J. Reynolds Tobacco Co.*, 498 F.2d 821 (9th Cir. 1974)(“Objects closely related to a person may perform the same identification function as a ‘name’). The mere fact that Registrant added the letter “L” to Thomas Edison’s name does not allow Registrant to avoid cancellation, because “Edison” is the most dominant and recognizable portion of the mark. *In re North American Free Trade Association*, 43 USPQ2d 1282, 1285 (TTAB 1998)(applicant cannot take another’s name and add matter to it to avoid refusal of false suggestion under Section 2(a)).

There is no dispute that Registrant’s use of the “Edison” name and persona is and has always been unauthorized, and that Registrant is not connected in any way to Petitioner or any of its predecessors, including Thomas Edison.¹⁷

Finally, Registrant does not dispute that Thomas Edison is famous and readily recognized as the inventor of, *inter alia*, the light bulb.¹⁸ (PX 1-Cross Dep., pp. 21-22) Therefore, there

¹⁶ The first and second elements of the four-element test are often viewed as one. *Id.*

¹⁷ As set forth in detail in the Factual Background, herein, the evidence is clear that Petitioner succeeded to, and now owns, all commercial rights in Thomas Edison’s name and persona, including the EDISON Publicity Rights. Neither Petitioner nor any of its predecessors ever authorized Registrant’s use of the “Edison” name or persona.

¹⁸ The TTAB cautioned, however, that the final inquiry should not be focused on determining whether the name would qualify as famous under traditional likelihood of confusion or dilution analyses. Instead, the key is “the combination of (1) the name of sufficient fame or reputation and (2) its use on or in connection

can be no doubt that Registrant's use of LEDISON in connection with its sale of light bulbs admittedly equivalent to the type of light bulbs invented by Thomas Edison unmistakably identifies Thomas Edison to consumers of Registrant's goods.

Accordingly, there is no genuine issue that Registrant's LEDISON mark falsely suggests a connection to Thomas Edison and misappropriates Petitioner's exclusive rights in the EDISON Publicity Rights in violation of Section 2(a).

III. Registrant is Diluting Petitioner's Famous EDISON Trademarks

To make out a *prima facie* case for famous mark dilution under the Federal Trademark Dilution Act, Petitioner must show: (1) that it owns a famous and distinctive mark; (2) that Registrant is making commercial use of the famous mark in commerce; (3) that Registrant adopted its mark after Petitioner's mark became famous; and (4) that Registrant's mark dilutes Petitioner's famous mark. 15 U.S.C. § 1125(c)(1); *The Toro Co. v. ToroHead, Inc.*, 2001 TTAB LEXIS 823 at *28-29, 61 USPQ2d 1164 (TTAB 2001).

As discussed above, Petitioner's EDISON Trademarks are not only "distinctive", but are among the most famous of trademarks, and are therefore entitled to protection under the Lanham Act.¹⁹ Petitioner and its predecessor companies, directly and through licensees, have used the EDISON Trademarks in interstate commerce as applied to diverse commercial fields for nearly a century, and long before Registrant's first use of their infringing LEDISON mark. In recent

with particular goods or services, that would point consumers of the goods or services uniquely to a particular person or institution." *In re White*, 2004 TTAB LEXIS 529 at *23-24.

¹⁹ Petitioner owns valid and subsisting federal registrations for the EDISON Trademarks, including the mark EDISON, as applied generally to electric light fixtures, switches, relays and indicating instruments. See Factual Background. These registrations constitute *prima facie* and conclusive evidence of the validity and distinctiveness of the EDISON Trademarks, of the registrations for the EDISON Trademarks, and of Petitioner's exclusive right to use the EDISON Trademarks as applied to the goods specified in the registrations. See, *Equine Techs Inc. v. Equitechology, Inc.*, 68 F.3d 542, 544 (1st Cir. 1995).

years, Petitioner has used the EDISON Trademarks on an extensive line of home electric appliances and electric light fixtures through its licensees, Salton/Toastmaster and Cooper Lighting, and in connection with computer hardware and software directed to the power generation and distribution systems market. Through such use, the EDISON Trademarks have acquired enormous goodwill and consumer recognition of substantial value to Petitioner. (*See, e.g.,* Siegel Decl., ¶ 12; Coley Decl., ¶ 10)

Moreover, the long commercial use of an historical name, places the EDISON Trademarks in the same category as inherently distinctive and arbitrary marks. *Du Barry of Hollywood, Inc. v. Richard Hudnut*, 323 F.2d 986 (9th Cir. 1963); *Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 768 (1992), *reh'g denied*, 505 U.S. 1224 (1992). Therefore, it cannot reasonably be disputed that Petitioner's EDISON Trademarks are famous marks, and that Registrant's use of the LEDISON mark in commerce commenced after the EDISON Trademarks acquired their famed status.

Finally, the evidence establishes that Registrant is diluting Petitioner's famous EDISON Trademarks. Under the Lanham Act, dilution "means the lessening of the capacity of a famous mark to identify and distinguish goods or services, regardless of the presence or absence of . . ." competition or likelihood of confusion, mistake or deception. 15 U.S.C. § 1127. The Board held that three factors should be considered: (1) the similarity of the marks; (2) renown of the senior party; and (3) "whether target consumers are likely to associate two different products with the mark even if they are not confused as to the different origins of these products." *The NASDAQ Stock Market, inc. v. Antartica, S.r.l.*, 2003 TTAB LEXIS 391, 69 USPQ2d 1718 (TTAB 2003) quoting *Toro*, 61 USPQ2d at 1183. Petitioner showed above that the marks are effectively

identical and that the EDISON Trademarks became famous and distinctive prior to Registrant's earliest priority date, and remain famous and distinctive today.

Petitioner also showed above that there can be no doubt consumers of Registrant's LEDISON light bulbs unmistakably associate the light bulbs with Thomas Edison and the EDISON Trademarks. Petitioner has submitted declarations of representatives of Cooper Lighting (Siegel Decl., ¶ 15-16), GE (Park Decl., ¶¶ 9-10) and Salton (Coley Decl., ¶¶ 11-12) to substantiate the presence of actual dilution. *See Mosley v. V Secret Catalogue, Inc.*, 537 U.S. 418, 423, 65 USPQ2d 1801, 1808 (2003)(actual dilution may be proved by "circumstantial evidence", in particular when the junior and senior marks are identical).

Therefore, members of the public familiar with Petitioner's EDISON Trademarks, when encountering the "Edison" name in connection with Registrant's goods, would either conclude that it was Petitioner's mark being used on or in connection with Registrant's goods or would have to reach a contrary conclusion only by associating the mark less strongly with Petitioner. "Either result would be a blurring and would lessen the capacity of [Petitioner's EDISON Trademarks] to identify goods and services having their source in [Petitioner]." *NASDAQ*, 2003 TTAB LEXIS 391 at *69; *Mosely*, 65 USPQ2d at 1808.

Accordingly, there is no genuine issue that Registrant's LEDISON mark is diluting the EDISON Trademarks in violation of 15 U.S.C. § 1125(c).

CONCLUSION

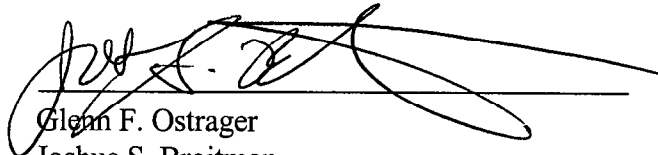
For the foregoing reasons, the Board should grant Petitioner's motion for summary judgment in its entirety.

Dated: December 30, 2004

Respectfully submitted,

McGRAW-EDISON COMPANY

By its attorneys,

A handwritten signature in black ink, appearing to read "Glenn F. Ostrager", is written over a horizontal line. The signature is stylized and extends to the right of the line.

Glenn F. Ostrager

Joshua S. Broitman

OSTRAGER CHONG FLAHERTY &
BROITMAN P.C.

250 Park Avenue, Suite 825

New York, NY 10177-0899

(212) 681-0600

CERTIFICATE OF SERVICE

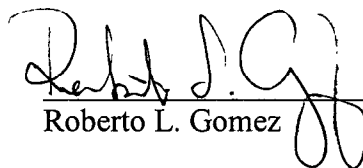
I hereby certify that on this 30th day of December 2004, a true copy of the foregoing

MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR SUMMARY

JUDGEMENT was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*



Roberto L. Gomez

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the Matter of Trademark
Registration No. 2,324,402**

Mark: LEDISON

-----	X	
McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	
	:	Cancellation No. 92,042,545
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
-----	X	

PETITIONER'S MOTION TO SUBSTITUTE PETITIONER

Petitioner, by and through its counsel, hereby moves to substitute Cooper Industries, Inc. as the Petitioner in the above-identified action, on the following grounds:

- (1) Until December 1, 2004, McGraw-Edison Company was a wholly-owned subsidiary of Cooper Industries, Inc.
- (2) On December 1, 2004, McGraw-Edison Company was merged into Cooper Industries, Inc. A true and accurate copy of the "Certificate of Ownership and Merger Merging McGraw-Edison Company into Cooper Industries, Inc." dated December 1, 2004 is annexed as **Exhibit 1** to this motion.
- (3) Cooper Industries, Inc. is now the owner of all assets previously owned by McGraw-Edison Company, including the publicity and commercial rights associated with the name, likeness and signature of the famous inventor Thomas Edison (the "EDISON Publicity Rights") and the trademarks EDISON, THOMAS A. EDISON and MCGRAW-

EDISON and the U.S. registrations therefore (the "EDISON Trademarks"), which are the subject of this action.¹

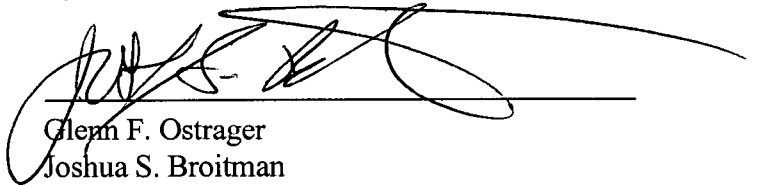
WHEREFORE, Petitioner respectfully requests that the Board substitute Cooper Industries, Inc. as the Petitioner in this action.

Dated: December 30, 2004

Respectfully submitted,

McGRAW-EDISON COMPANY

By its attorneys,

A handwritten signature in black ink, appearing to read "G. Ostrager", is written over a horizontal line. The signature is stylized and somewhat cursive.

Glenn F. Ostrager

Joshua S. Broitman

OSTRAGER CHONG FLAHERTY &

BROITMAN P.C.

250 Park Avenue, Suite 825

New York, NY 10177-0899

(212) 681-0600

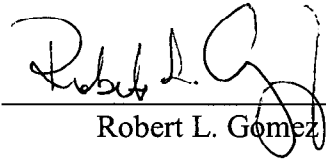
¹ Concurrently with this motion, Petitioner is filing a motion for summary judgment.

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **MOTION TO SUBSTITUTE PETITIONER** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*



Robert L. Gomez

Delaware

PAGE 1

The First State

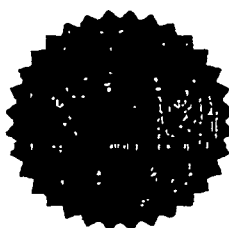
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"MCGRAW-EDISON COMPANY", A DELAWARE CORPORATION,
WITH AND INTO "COOPER INDUSTRIES, INC." UNDER THE NAME OF
"COOPER INDUSTRIES, INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF OHIO, AS RECEIVED AND FILED IN
THIS OFFICE THE THIRTIETH DAY OF NOVEMBER, A.D. 2004, AT 7:03
O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.

3888590 8100M

040860704



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 3511306

DATE: 12-01-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:12 PM 11/30/2004
FILED 07:03 PM 11/30/2004
SRV 040860704 - 2059181 FILE

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

McGraw-Edison Company

INTO

Cooper Industries, Inc

Cooper Industries, Inc, a corporation organized and existing under the laws of the State of Ohio,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 8th day of January, 1919, pursuant to the General Corporation Law of the State of Ohio, the provisions of which permit the merger of a subsidiary corporation of another state into a parent corporation organized and existing under the laws of said state.

SECOND: That this corporation owns all of the outstanding shares of the stock of McGraw-Edison Company, a corporation incorporated on the 11th day of April, 1985, pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members dated November 29, 2004 as filed with the minutes of the Board, determined to merge into itself said McGraw-Edison Company:

Merger with McGraw-Edison Company.

RESOLVED, that the Merger Agreement providing for the merger of McGraw-Edison Company, a Delaware corporation and wholly-owned subsidiary of the Corporation, with and into the Corporation be and hereby is authorized and approved;

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized to execute and deliver on behalf of the Corporation the Merger Agreement, substantially in the form and on the terms and conditions approved in the foregoing resolution, together with such additions, changes or amendments as such officer shall approve, his or her execution and delivery thereof to be conclusive evidence of such approval;

RESOLVED, that the merger shall become effective on November 30, 2004;

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized for and on behalf of the Corporation to prepare, execute and file a Certificate of Ownership and Merger as prescribed by the laws of the State of Delaware;

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized for and on behalf of the Corporation to prepare, execute and file a Certificate of Merger as prescribed by the laws of the State of Ohio; and

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized for and on behalf of the Corporation to execute and deliver any and all other documents and instruments, make any and all filings and to take any and all actions as in their judgment may be necessary, desirable or appropriate (their taking of any such action to be conclusive evidence thereof), in order to carry out the intent and purposes of the foregoing resolutions.

FOURTH: That this corporation survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of McGraw-Edison Company as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of the State of Delaware, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is Cooper Industries, Inc., c/o General Counsel, 600 Travis, Suite 5800, Houston, TX 77002 until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to Cooper Industries, Inc. at the above address.

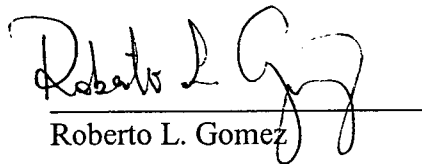
IN WITNESS WHEREOF, Cooper Industries, Inc. has caused this Certificate to be signed by Terrance V. Helz, its Associate General Counsel and Secretary this 29th day of November, 2004.

COOPER INDUSTRIES, INC.

By Terrance V. Helz
Terrance V. Helz
Associate General Counsel and Secretary

- (4) Declaration of Glenn Siegel, Director of Marketing and Product Development at the Cooper Lighting division of Cooper Industries, Inc., including exhibits;
- (5) Declaration of Kathryn Barrett Park, Trademark Counsel of General Electric Company and including an exhibit;
- (6) Declaration of Carolyn M. Coley, Marketing Manager for Salton, Inc., including exhibits;
- (7) Declaration of Terrance Helz, Corporate Secretary, Cooper Industries, Inc., including exhibits;
- (8) Declaration of Joshua S. Broitman, including exhibits;
- (9) Certificate of Express Mailing for all of the foregoing documents, dated December 30, 2004, Label No. EV 485974791 US; and
- (10) Return Receipt Postcard

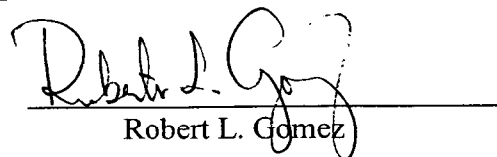
December 30, 2004
Date


Roberto L. Gomez

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **CERTIFICATE OF EXPRESS MAILING** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002
Attorney for Registrant
Mule Lighting, Inc.


Robert L. Gomez

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the Matter of Trademark
Registration No. 2,324,402**

Mark: LEDISON

-----X		
McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	
	:	Cancellation No. 92,042,545
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
-----X		

DECLARATION OF JOSHUA S. BROITMAN

Joshua S. Broitman declares pursuant to 37 C.F.R. §2.20 and 28 U.S.C. §1746:

1. I am a partner of the firm of Ostrager Chong Flaherty & Broitman P.C., counsel for petitioner McGraw-Edison Company. I am competent to make this declaration and, except as otherwise stated, I have personal knowledge of the facts contained in this declaration.

2. Attached as Exhibit 1 is a true and accurate copy of the transcript of the deposition of defendant Robert P. Cross ("Cross Dep.").

3. Attached as Exhibit 2 is a true and accurate copy of Registrant's Answers to Petitioner's First Set of Interrogatories.

4. Attached as Exhibit 3 are true and accurate copies of pages 969-971 of The New Encyclopædia Britannica (Macropædia), Vol. 17 (15th Ed.)

5. Attached as Exhibit 4 is a true and accurate copy of a printout dated October 27, 2004 from web site of Cooper Industries at
<http://www.cooperpower.com/products/systems/SE_edison.asp>

6. Petitioner and its predecessors have policed and continue to police the market against the unauthorized use of the name, signature and likeness of Thomas Edison as exemplified by the true and accurate copies of the documents listed below, which are attached as Exhibit 5, to wit:

a. Final Judgment and Permanent Injunction filed March 31, 2000 in the case of McGraw-Edison Company and Cooper Industries v. Thomas A. Edison, Inc. et al., Civil Action No. H-99-1989, U.S. District Court, Southern District of Texas (ME01362-ME01368);

b. U.S. Dept. of Commerce Patent and Trademark Office ("PTO") Notice of Cancellation No. 29,666 (ME03358) with attached with attached Trademark Trial and Appeal Board Inquiry System ("TTABVUE") Report dated October 29, 2004

c. PTO Notice sustaining the opposition of opposer McGraw-Edison against applicant Baby Einstein Co. in Opposition No. 91,151,299 with attached TTABVUE Report dated October 29, 2004.

d. PTO Notice sustaining the opposition of opposer McGraw-Edison against applicant B&P Lamp Supply, Inc. in Opposition No. 91,155,190 with attached TTABVUE Report dated October 29, 2004.

e. Letter dated December 2, 1999 from James W. Feltus to Glenn F. Ostrager (ME03249);

f. Agreement dated July 18, 2002 between McGraw-Edison and Ben Makabi (ME04487-ME04491);

g. Agreement dated August 22, 2002 between McGraw-Edison and Edison Lighting Fixture Manufacturing Corp. (ME03439-ME03436); and

h. TTABVUE Report dated October 29, 2004 for Opposition No. 91,154,206

7. Attached as Exhibit 6 is a true and accurate copy of the Answer and Affirmative Defenses filed by the defendant in the case of *Consolidated Edison Company of New York, Inc. v. Edison International*, 97 Civ. 7311 (LBS), U.S. District Court for the Southern District of New York. (ME01616-01640).

8. Attached as Exhibit 7 is a true and accurate copy of a letter dated March 22, 1999 from Peter R. Hagerty to the Assistant Commissioner for Trademarks together with its accompanying attachments and which is labeled as MULE-00142 to 00149.

9. Attached as Exhibit 8 is a true and accurate copy of a printout dated September 22, 2004 from the web site of Mule Lighting (<http://www.mulelighting.com/>) and previously marked as Cross Dep. Exhibit No. 6.

10. Attached as Exhibit 9 is a true and accurate copy of printouts from the web site of Cooper Lighting and previously marked as Cross Dep. Exhibit No. 24.

11. Attached as Exhibit 10 are certified copies of the status and title of the following United States Trademark Registrations: Registration Nos. 372,127; 409,187; 1,288,874; 1,636,822; 1,644,681; 2,443,841; 2,495,399; 2,726,711; 2,294,981; and 2,015,393.

12. Attached as Exhibit 11 is a true and accurate copy of a printout dated September 27, 2004 from the web site of Mule Lighting and previously marked as Cross Dep. Exhibit No. 4.

13. Attached as Exhibit 12 is a true and accurate copy of a LEDISON Series brochure previously marked as Cross Dep. Exhibit No. 5 which is Bates labeled MULE-00032 to 00036.

14. Attached as Exhibit 13 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00152 to 00156 and previously marked as Cross Dep. Exhibit No. 7.

15. Attached as Exhibit 14 is a true and accurate copy of purchase orders bearing Bates stamp MULE-00241 to 00265 and previously marked as Cross Dep. Exhibit No. 8.

16. Attached as Exhibit 15 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00157-00163 and previously marked as Cross Dep. Exhibit No. 9.

17. Attached as Exhibit 16 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00164 to 00181 and previously marked as Cross Dep. Exhibit No. 10.

18. Attached as Exhibit 17 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00182 to 00205 and previously marked as Cross Dep. Exhibit No. 11.

19. Attached as Exhibit 18 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00206 to 00223 and previously marked as Cross Dep. Exhibit No. 12.

20. Attached as Exhibit 19 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00224 to 00240 and previously marked as Cross Dep. Exhibit No. 13.

21. Attached as Exhibit 20 is a true and accurate copy of an inventory control document bearing a run date of 08/31/04 and previously marked as Cross Dep. Exhibit No. 14.

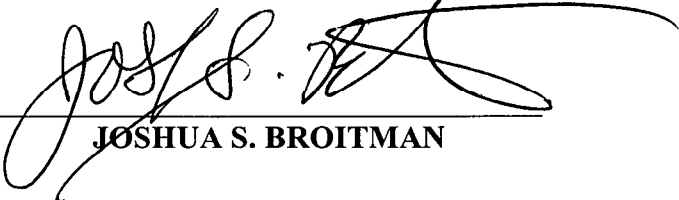
22. Attached as Exhibit 21 is a true and accurate copy of a document bearing the heading "overture google TRA" and previously marked as Cross Dep. Exhibit No. 16.

23. Attached as Exhibit 22 is a true and accurate copy of a set of documents bearing the header "Thomas Rankin Associates" and previously marked as Cross Dep. Exhibit No. 21.

24. Attached as Exhibit 23 is a true and accurate copy of a set of documents bearing the header "Thomas Rankin Associates" and previously marked as Cross Dep. Exhibit No. 22.

Pursuant to the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 30th day of December 2004.



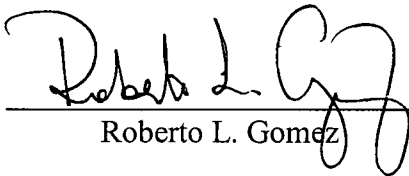
JOSHUA S. BROITMAN

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing
DECLARATION OF JOSHUA S. BROITMAN was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*



Roberto L. Gomez

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3 In the Matter of Trademark
4 Registration No. 2,324,402

5 Mark: LEDISON

6 McGRAW-EDISON COMPANY
7 Petitioner

8 vs. Cancellation No. 92,042,545

9 MULE LIGHTING, INC.
10 Registrant

11 DEPOSITION OF ROBERT P. CROSS, a Witness in the
12 above-entitled case, taken on behalf of the
13 Petitioner, before Linda L. Guglielmo, RPR-RMR, a
14 Notary Public in and for the State of Rhode
15 Island, at the offices of Allied Court Reporters,
115 Phenix Avenue, Cranston, Rhode Island on
September 28, 2004, at 9:30 A.M.

16 APPEARANCES:

17 FOR THE PETITIONER.....OSTRAGER, CHONG, FLAHERTY &
18 BROITMAN, PC
19 BY: GLENN OSTRAGER, ESQUIRE
20 250 PARK AVENUE
21 NEW YORK, NY 10177-0899

22 FOR THE REGISTRANT.....CANTOR COLBURN, LLP
23 BY: CHARLES F. O'BRIEN, ESQUIRE
24 55 GRIFFIN ROAD SOUTH
BLOOMFIELD, CT 06002

ALLIED COURT REPORTERS, INC.
115 PHENIX AVENUE
CRANSTON, RHODE ISLAND 02920
401/946-5500

Page 2

1 INDEX

2 WITNESS PAGE

3 ROBERT CROSS

4 EXAMINATION BY MR. OSTRAGER.....3

5

6 EXHIBITS

7 (PETITIONER'S)

8 NO. DESCRIPTION PAGE

9 1 NOTICE OF DEPOSITION.....3

10 2 PETITION FOR CANCELLATION.....17

11 3 PATENT APPLICATION.....31

12 4 MULE dynaLUX WEBSITE PAGES.....38

13 5 LEDISON SERIES DOCUMENTS 00032 TO 00036...39

14 6 MULE WEBSITE PAGES.....42

15 7 MULE INVENTORY CONTROL REPORT.....57

16 8 PURCHASE ORDERS, 00241 TO 265.....61

17 9 MULE INVENTORY CONTROL REPORT, 00157 TO

18 10 163.....75

19 11 MULE INVENTORY CONTROL REPORT, 00164 TO

20 12 181.....83

21 13 MULE INVENTORY CONTROL REPORT, 00182 TO

22 14 205.....87

23 15 MULE INVENTORY CONTROL REPORT, 00206 TO

24 16 223.....91

17 13 MULE INVENTORY CONTROL REPORT, 00224 TO

18 14 240.....92

19 14 MULE INVENTORY CONTROL REPORT.....94

20 15 OVERTURE EXPENDITURE REPORTS.....96

21 16 OVERTURE, GOOGLE, TRA REPORT.....98

22 17 OVERTURE SERVICES STATEMENTS.....100

23 18 ACCURATE LITHO INVOICE.....100

24 19 GOOGLE INVOICE.....101

20 20 GOOGLE DOCUMENTS.....102

21 21 THOMAS RANKIN DOCUMENTS.....104

22 22 THOMAS RANKIN INVOICES.....105

23 23 COOPER LIGHTING WEB PAGES.....105

24 24 COOPER/MCGRAW-EDISON WEB PAGES.....109

25 25 COOPERLED LED TRAFFIC SIGNALS WEB PAGES...112

26 26 COOPER LIGHTING ATLITE WEB PAGES.....112

27 27 "ABOUT COOPER" WEB DOCUMENTS.....114

28

29

30

Page 4

1 Q. Fine. Sir, you're here pursuant to this notice to

2 testify regarding your knowledge concerning the

3 matters in controversy in this proceeding and

4 you've also been designated by Mule Lighting, Inc.

5 as their representative to testify with regard to

6 the subject areas set forth at Page 3. I'd ask

7 that you turn to Page 3 and ask you to review the

8 list of subject areas and confirm for us that

9 you're knowledgeable regarding the 20 listed

10 items?

11 A. Yes, I am.

12 Q. Have you reviewed all 20, sir?

13 A. Yes.

14 Q. Sir, what is your affiliation or association with

15 Mule Lighting?

16 A. President.

17 Q. Okay. How long have you held that position?

18 A. 1975.

19 Q. Until the present?

20 A. Yes.

21 Q. Sir, could you please describe your educational

22 background.

23 A. Bachelor's Degree in accounting, Master's in

24 Business Administration, Northeastern University.

Page 3

1 (DEPOSITION COMMENCED AT 9:27 A.M.)

2 ROBERT P. CROSS

3 Being duly sworn, deposes and testifies as follows:

4 THE REPORTER: Would you state

5 your full name for the record, please.

6 THE WITNESS: Robert Cross.

7 EXAMINATION BY MR. OSTRAGER

8 Q. Mr. Cross, my name is Glenn Ostrager, I'm with the

9 firm Ostrager, Chong, Flaherty & Broitman, we're

10 located in New York. I'm an attorney for Cooper

11 Industries, Inc. and McGraw-Edison Company with

12 the affiliate of Cooper Industries. We're here

13 today pursuant to a notice of deposition in a

14 patent for cancellation proceedings captioned

15 McGraw-Edison Company against Mule Lighting, Inc.

16 First thing I'd like to do is show you a notice of

17 deposition which we'll mark as Petitioner's

18 Exhibit 1, and I'll ask you if you've ever seen

19 that document before?

20 (PETITIONER'S EXHIBIT 1

21 MARKED FOR IDENTIFICATION)

22 A. Yes, I have.

23 Q. When did you first see that document?

24 A. Some time in the last month, I guess.

Page 5

1 Q. When did you obtain your degree from Northeastern

2 University?

3 A. The early '70s.

4 Q. Could you describe your employment history prior

5 to joining Mule?

6 A. I was in the military, U.S. Air Force in the

7 '60s, then I held a couple of part-time jobs while

8 I was going to college, and then I began working

9 for Tyco Laboratories (phonetic) now known as Tyco

10 International and worked there for about three

11 years and then came to Mule.

12 Q. What position did you hold with Tyco Laboratories?

13 A. Assistant treasurer.

14 Q. Sir, what type of business is Mule Lighting?

15 A. We manufacture and distribute emergency

16 lighting, exit signs and LED lighting products at

17 this time.

18 Q. From 1975 to the present, has the business always

19 been approximately what you just described?

20 A. That, plus we're in the battery -- standby

21 battery manufacturing business for up through

22 1986, I think.

23 Q. Is Mule Lighting a public or private corporation?

24 A. Private.

Page 6

1 Q. Where is it incorporated?
 2 A. Rhode Island.
 3 Q. Who are the owners of the business?
 4 A. Myself, 100 percent.
 5 Q. Did you acquire the business in 1975?
 6 A. In 1975 from Tyco.
 7 Q. I apologize that I asked you this, where is Mule
 8 Lighting, Incorporated?
 9 A. Rhode Island.
 10 Q. Rhode Island. And where is the business active in
 11 what parts of the country or world?
 12 A. We distribute our products pretty much
 13 throughout the U.S., it's a limited amount of
 14 export as well.
 15 Q. What is the approximate dollar volume of Mule
 16 Lighting's business for 2002 and 2003?
 17 MR. O'BRIEN: For the record, if you
 18 can designate this part of the record as
 19 confidential.
 20 MR. OSTRAGER: Fine. Why don't we
 21 afford you an opportunity to review the entire
 22 transcript.
 23 MR. O'BRIEN: That's an easier way to
 24 do it.

Page 7

1 MR. OSTRAGER: And you can designate
 2 whatever you want as confidential.
 3 A. The answer is between 3 and 4 million a year
 4 each year.
 5 Q. Over what time period has your company maintained
 6 that dollar volume?
 7 A. A number of years, five, maybe.
 8 Q. Is your company active in marketing its product in
 9 New York City?
 10 A. I don't know what you mean by active.
 11 Q. Well, what percentage of your sales volume is
 12 reflected in sales in the New York City
 13 Metropolitan area?
 14 A. Probably zero.
 15 Q. You have no sales in New York City?
 16 A. I'm not saying that. I'm saying it's
 17 inconsequential, whatever it is.
 18 Q. Are your exit lighting signs approved for
 19 distribution in New York City?
 20 A. Certain models are, yes.
 21 Q. Do you sell exit lighting signs in New York City?
 22 A. I can't tell you specifically if we have or
 23 not. We probably have a few, again, it doesn't
 24 amount to anything.

Page 8

1 Q. And are you active in the Chicago area?
 2 A. I'm sure we are.
 3 Q. What is your sales percent -- percentage of sales
 4 area in the Chicago area?
 5 A. I have no idea.
 6 Q. Would you have documents that would reflect your
 7 sales in the New York City and the Chicago areas?
 8 A. I don't know how I could do that. The reason
 9 I say that is, see, we sell into distribution, we
 10 don't sell to the end user. So, I could very well
 11 sell to an electrical distributor in some suburb
 12 of Chicago, and it could stay in that suburb or it
 13 could end up in Chicago, same with New York City.
 14 I know we have sales into Illinois and New York
 15 State.
 16 Q. How many distributors do you have?
 17 A. I'd say we have several hundred.
 18 Q. Several hundred. Where are they located?
 19 A. Throughout the United States.
 20 Q. Do you have distributors located in the Chicago
 21 area?
 22 A. Yes.
 23 Q. Do you have distributors located in the New York
 24 City Metropolitan area?

Page 9

1 A. I'm not sure. Right in the city, you mean?
 2 MR. OSTRAGER: New York Metropolitan
 3 area.
 4 A. Off the top of my head, I don't know.
 5 Q. Would you have documents that one could look at to
 6 identify where your distributors are located?
 7 A. Yes.
 8 MR. OSTRAGER: I request production
 9 of those documents.
 10 Q. Do you have distributors located in the Houston,
 11 Texas area?
 12 A. Probably.
 13 Q. Would you have documents that reflect where those
 14 distributors are located?
 15 A. Yes.
 16 MR. OSTRAGER: I'd ask for production
 17 of those documents.
 18 Q. Could you describe for us the different product
 19 categories that you market?
 20 A. Three or four main product areas, one is a
 21 battery-operated emergency lighting, two would be
 22 exit signage, three would be LED lighting
 23 products, and four would be batteries.
 24 Q. How long have you been marketing battery-operated

Page 10

1 emergency lighting?
 2 A. 1972.
 3 Q. So that predates your arrival?
 4 A. I was the general manager of Mule for Tyco.
 5 Q. I see. And to whom do you market your
 6 battery-operated emergency lighting?
 7 A. Basically electrical wholesalers and
 8 distributors.
 9 Q. Okay. Approximately what percentages of that
 10 product category represent your overall sales?
 11 MR. O'BRIEN: Do you mean currently?
 12 MR. OSTRAGER: Currently, the last
 13 two years.
 14 A. 30 percent.
 15 Q. To whom do you market exit signage?
 16 A. Electrical wholesalers and distributors.
 17 Q. And approximately what percentage does exit
 18 signage represent your overall sales volume?
 19 A. 30 percent.
 20 Q. To whom do you market LED lighting products?
 21 A. Electrical wholesalers and distributors.
 22 Q. Approximately what percentage does LED lighting
 23 products represent of your overall sales?
 24 A. Again, some of the exit products are LED, so

Page 11

1 other than that --
 2 Q. To whom do you market batteries?
 3 A. Primarily electrical wholesalers and
 4 distributors.
 5 Q. What type of batteries are we talking about?
 6 A. All kinds of batteries, replacement batteries
 7 for emergency lights for UPS systems, laptop
 8 computers, all kinds of things.
 9 Q. If my mathematics is correct, would it be fair to
 10 say batteries represent about 25 percent of your
 11 sales volume?
 12 A. Uh-huh.
 13 Q. How does your company market its products?
 14 A. We -- well, we have a public relations firm
 15 that does periodic, what do you call them, news
 16 releases and product applications, stories that
 17 are submitted to various magazines product
 18 release, things like that.
 19 Q. What's the name of your public relations firm?
 20 A. TRA Associates, located in East Greenwich,
 21 Rhode Island.
 22 Q. Okay. And approximately how much do you spend a
 23 year working with your public relations firm?
 24 A. 25 to \$50,000 a year.

Page 12

1 Q. Do you engage in any other type of -- what other
 2 type of marketing activities does your company
 3 engage in?
 4 A. Printing catalogs.
 5 Q. And what is your distribution of your catalogs?
 6 A. They're mailed usually by customer request or
 7 we distribute them to our manufacturer's reps who
 8 would redistribute them. Requests come over the
 9 Internet, the website, a lot go out that way.
 10 Q. How many a year do you send out?
 11 A. Between five and 10,000, I'd say.
 12 Q. Are you engaged in any other type of advertising
 13 activities?
 14 A. Internet advertising, people like Google and
 15 Overture.
 16 Q. Do you attend any trade shows?
 17 A. Some. Although, I can't think when the last
 18 one was.
 19 Q. Do you recall the last --
 20 A. Oh, yes, I was in Lightfair in New York City.
 21 Q. What type of products are prepped at trade show
 22 such as Lightfair?
 23 A. Lighting products of all types.
 24 Q. Would it be fair to say that your competition is

Page 13

1 the lighting industry in general?
 2 A. Yes, it would.
 3 Q. Who are your major competitors?
 4 A. Well, let's see, Lithonia Lighting, I think
 5 is the biggest.
 6 Q. Where are they located?
 7 A. Lithonia, Georgia.
 8 Q. What do they market?
 9 A. Pretty much a full range of lighting
 10 products.
 11 Q. Who are your other competitors?
 12 A. Cooper Industries.
 13 Q. Okay. And to your knowledge, what does Cooper
 14 Industries market?
 15 A. A pretty complete line of lighting products
 16 and at least two of their subsidiary companies are
 17 direct competitors of mine in the emergency
 18 lighting.
 19 Q. Who are they?
 20 A. All those names are so similar.
 21 Q. Let me see if I can help you out.
 22 A. I want to highlight.
 23 Q. Are you familiar with a company by the name of
 24 AtLite?

Page 14

1 A. AtLite, that's one of them.
 2 Q. What's your knowledge of AtLite?
 3 A. They sell battery-operated emergency lighting
 4 and exit signs, too, I believe.
 5 Q. Do you encounter AtLite in the marketplace?
 6 A. I'm sure we do.
 7 Q. What's the name of the other subsidiary that you
 8 were thinking of?
 9 A. I know there are at least two.
 10 Q. Are you familiar with a company by the name of
 11 Cooper Lighting?
 12 A. Cooper Lighting? As a corporation, yeah.
 13 Q. What is your knowledge of Cooper Lighting?
 14 A. I believe they're a holding company.
 15 Q. Who are your other competitors in the market?
 16 A. Other competitors would be companies like
 17 Extronics (phonetic) located in either Arizona or
 18 Nevada.
 19 Q. What does Extronics market?
 20 A. Exit signs.
 21 Q. Any other competitors?
 22 A. A company called Bodine, B-o-d-i-n-e.
 23 Q. What do they market?
 24 A. Emergency ballasts.

Page 15

1 Q. Any others?
 2 A. A company called Big Beam, I believe located
 3 in Illinois.
 4 Q. What does Big Beam market?
 5 A. Exit signs and emergency lighting.
 6 Q. Anybody else?
 7 A. Sure. There is dozens of them.
 8 Q. Why don't you give them to us?
 9 A. If I had known this, I could have produced a
 10 list of 50 companies.
 11 Q. Do you have any literature that would identify
 12 your competitors that you maintain in your
 13 offices?
 14 A. No. Maybe some old catalogs, but it would be
 15 pretty sparse.
 16 Q. Have you ever conducted any analysis or survey of
 17 the marketplace and your competitors in general?
 18 A. No.
 19 Q. Is your knowledge of these other entities reflect
 20 just your daily business activity?
 21 A. Correct.
 22 Q. Do you ever encounter these different entities at
 23 trade shows?
 24 A. Sure.

Page 16

1 Q. Do you ever encounter Cooper Industries at various
 2 trade shows?
 3 A. I don't recall ever saying Cooper Industries
 4 but divisions of theirs.
 5 Q. Fair enough. You've seen AtLite?
 6 A. Yes.
 7 Q. You've seen Cooper Lighting?
 8 A. Maybe I have.
 9 Q. Would you say -- would you agree that the
 10 marketplace generally understands that Cooper
 11 Industries has many different divisions that
 12 market lighting products?
 13 A. Uh-huh.
 14 MR. O'BRIEN: Objection to form. For
 15 the record, I assume we're working under the
 16 normal stipulations.
 17 MR. OSTRAGER: Sure, we are. Go
 18 ahead, you can answer the question, sir.
 19 A. My perception of Cooper Lighting is that it's
 20 a holding company. I'm not specifically aware
 21 that they manufacture and sell or distribute
 22 lighting products directly under that name. It
 23 always seems to me it's under some subsidiary
 24 division or affiliate's name.

Page 17

1 Q. But you understand Cooper Industries and its
 2 affiliate market all different types of lighting
 3 products?
 4 A. Oh, sure. Absolutely. Yes.
 5 MR. OSTRAGER: Sir, I'm going to mark
 6 as Petitioner's Exhibit 2 a petition for
 7 cancellation. After it's marked, we'll show it to
 8 you and ask you if you've ever seen it.
 9 (PETITIONER'S EXHIBIT 2
 10 MARKED FOR IDENTIFICATION)
 11 A. Yes, I have seen it.
 12 Q. Have you ever reviewed it?
 13 THE WITNESS: Pardon?
 14 Q. Have you ever reviewed this document?
 15 A. I've reviewed it. I didn't read it verbatim.
 16 Q. Are you aware that Cooper Industries is the
 17 proprietor of the mark Edison?
 18 A. I wasn't.
 19 Q. No. I'm asking you today are you aware --
 20 A. Today, I am.
 21 Q. When did you first learn that Cooper Industries
 22 and its affiliates had an interest and owned the
 23 trademark Edison?
 24 A. Probably when I received this petition.

Page 18

1 Q. Is it your testimony that you've never encountered
 2 an Edison product in the marketplace?
 3 A. No. I just never associated it with Cooper
 4 Industries.
 5 Q. Well, have you ever seen or encountered an Edison
 6 lighting product in the marketplace?
 7 A. No, I don't think I have.
 8 Q. To this day you've never seen an Edison product in
 9 the marketplace?
 10 THE WITNESS: A lighting product
 11 that said Edison on it?
 12 MR. OSTRAGER: Yes.
 13 A. I don't think so.
 14 Q. From 1972 until the present, you've never
 15 encountered an Edison Lighting product in the
 16 market; is that your testimony, sir?
 17 A. I don't think I ever have.
 18 Q. After you received this petition for cancellation,
 19 did you conduct any investigation concerning the
 20 allegations that are contained --
 21 MR. O'BRIEN: I'm going to object to
 22 the extent it calls for any communication between
 23 attorney/client.
 24 MR. OSTRAGER: Fine.

Page 19

1 MR. O'BRIEN: Go ahead and answer.
 2 A. Was there an investigation? What was the
 3 question?
 4 Q. Any allegations contained in the petition.
 5 MR. O'BRIEN: Let me say with respect
 6 to the objection, I don't want you to divulge any
 7 communications that you had with any of your
 8 attorneys after this cancellation was filed, but
 9 if you had any independent investigations, talk
 10 about that.
 11 A. No.
 12 Q. Did you go on the Internet and take a look and see
 13 whether you could find any Edison-related
 14 products?
 15 A. I believe I went on the Internet and looked
 16 up McGraw-Edison.
 17 Q. And what did you find?
 18 A. That they manufactured lighting products but
 19 were not a competitor of mine.
 20 Q. Did you talk to anybody about Cooper Industries or
 21 McGraw-Edison Company and the Edison brand mark
 22 other than your attorney?
 23 A. No.
 24 Q. Sir, does your company market a product under the

Page 20

1 brand name LEDison?
 2 A. Yes, we do.
 3 Q. What product or products do you market under the
 4 brand name LEDison?
 5 A. It is a lamp made from light emitting diodes.
 6 Q. When did you first begin to use the brand name
 7 LEDison?
 8 A. I think the question was answered somewhere
 9 along the lines.
 10 Q. I'm asking based upon your present recollection
 11 when did you first start marketing the products?
 12 A. The late 1990s.
 13 Q. Can you be more specific?
 14 A. Not without looking at my records.
 15 Q. Fair enough. Sir, could you describe for us --
 16 you said an LED bulb?
 17 A. Yes.
 18 Q. Any other product?
 19 A. No.
 20 Q. Could you tell us what the derivation is of the
 21 trademark LEDison?
 22 A. Sure. It is a contraction of LEDison. The
 23 advantage of LED lamps is the long life, plus the
 24 energy saving. So, I was looking for a name that

Page 21

1 was short, that would describe what the product
 2 was and a feature of it, we'll say. Now,
 3 originally, in coming up with the name, I had it
 4 as capital LED dash IS dash ON all the time,
 5 that's the implication. But I discarded that
 6 because it wouldn't make for a good domain name.
 7 So I discarded the dashes and came up with
 8 LEDison.
 9 Q. Now, do you have any familiarity with an inventor
 10 by the name of Thomas A. Edison?
 11 A. Yes.
 12 Q. Who is Thomas A. Edison?
 13 A. An inventor of the incandescent lamp, I
 14 believe.
 15 Q. Am I correct in understanding that Thomas A.
 16 Edison is associated with light bulbs?
 17 MR. O'BRIEN: Objection to the form.
 18 MR. OSTRAGER: You can answer the
 19 question.
 20 A. Yes.
 21 Q. You're knowledgeable about Thomas A. Edison?
 22 A. Sure.
 23 Q. Would you agree Thomas A. Edison is one of the
 24 most famed inventors of the last century?

Page 22

1 A. Yes.

2 Q. Would you agree that his fame is associated with

3 light bulbs --

4 MR. O'BRIEN: Objection to form.

5 Q. -- in part, at least?

6 A. I think he has thousands of patents, doesn't

7 he? So, many, many things.

8 Q. But certainly light bulbs?

9 MR. O'BRIEN: Objection to form.

10 A. Definitely one of them.

11 Q. Now, when -- am I also correct in understanding

12 that you yourself selected the trade market

13 LEDison?

14 A. Yes.

15 Q. Did you consult with anybody else concerning that

16 selection?

17 A. No.

18 Q. When you conceived of the mark LEDison, did it in

19 any respect suggest to you an association with

20 Edison, the inventor?

21 A. No, it did not.

22 Q. Did it, apart from your thought that it was

23 LED-IS-ON, did it occur to you that the dominant

24 portion of the mark LEDison is Edison?

Page 23

1 MR. O'BRIEN: Objection to form.

2 A. No, it isn't. As a matter of fact, because

3 the stylized depiction we use is capital LED, what

4 we're promoting is light emitting diodes. LED is

5 the thing that jumps out at you.

6 Q. Am I correct in my recollection that you testified

7 earlier that you've never encountered an Edison

8 product in the marketplace?

9 A. With the name Edison on it, I don't believe

10 so.

11 Q. Okay. Now, after you conceived of the trademark

12 LEDison, did you conduct any due diligence to

13 determine that the mark was available for us?

14 A. Internet search I did.

15 Q. What type of Internet search did you conduct?

16 A. Well, basically typing the name into a search

17 engine.

18 Q. Do you recall which search engine you employed?

19 A. I believe it was Alta Vista.

20 Q. Did you print out the results of your search?

21 A. There were no results.

22 Q. You found no reference to LEDison?

23 A. No.

24 Q. Or any variant of LEDison?

Page 24

1 A. No.

2 Q. Sir, how many -- could you describe for us your

3 company's intellectual property portfolio?

4 A. Well, we have some trademarks and we also

5 have some patents on LED bulbs, that's the extent

6 of it.

7 Q. Let's go back to your time with Tyco. During your

8 career, prior to your acquisition of Mule, did you

9 ever have any responsibility for conducting due

10 diligence investigations concerning property

11 rights, intellectual property rights?

12 A. No.

13 Q. Who in your company, if anybody, has such

14 responsibility today?

15 A. No one within the company.

16 Q. Is that your responsibility, sir?

17 A. If it were to fall on anybody, it would be

18 me, yes.

19 Q. How many employees does Mule have?

20 A. 12.

21 Q. Okay. You said you have some trademarks, how many

22 trademarks do you have?

23 A. Let's see, I believe four -- five.

24 Q. What are those trademarks, sir?

Page 25

1 A. One is dynaLUX, one is Lightworld, one is

2 LEDalux and one is LEDison. I believe that's it

3 now.

4 Q. Have you ever conducted a trademark search

5 regarding any of these trademarks?

6 THE WITNESS: Personally?

7 MR. OSTRAGER: No, through counsel or

8 otherwise.

9 A. Through counsel and similar to this mark here

10 in question, an Internet search.

11 Q. When did you adopt dynaLUX?

12 A. dynaLUX is a mark that Mule had back in the

13 '60s and '70s that lapsed, and we just renewed it

14 within the last two years.

15 Q. And do you have any recollection of ever

16 conducting any kind of database search or

17 trademark search working with counsel relating to

18 the mark dynaLUX?

19 A. Well, I know counsel would conduct their own

20 search, if presented with a name. Are you talking

21 me personally?

22 Q. I'm asking you, sir, whether it's your company's

23 policy to conduct investigations concerning the

24 availability of trademarks for use in registration

Page 26

1 in the United States Patent and Trademark Office?
 2 MR. O'BRIEN: You mean employees of
 3 the company?
 4 MR. OSTRAGER: The company.
 5 Q. Is it company policy to conduct due diligence
 6 investigation before adopting a mark for use?
 7 THE WITNESS: Including company and
 8 counsel?
 9 Q. I'm talking about Mule. Does Mule have a policy
 10 of conducting an investigation itself or through
 11 counsel?
 12 A. I would conduct an investigation through
 13 basically an Internet search.
 14 Q. Okay. Has your company ever authorized its
 15 counsel to conduct a search relating to a
 16 trademark?
 17 A. Yes.
 18 Q. Okay. What searches have you authorized counsel
 19 to conduct, to your best recollection?
 20 A. Those names that I just delineated.
 21 Q. So you have asked to conduct searches regarding
 22 each of these marks, dynaLUX, Lightworld, LEDalux
 23 and LEDison?
 24 A. All but LEDalux.

Page 27

1 Q. So it would be fair to say that you authorized
 2 counsel to conduct searches on behalf of dynaLUX,
 3 Lightworld and LEDalux?
 4 A. No. I said all but LEDalux.
 5 Q. Did your company receive opinions from counsel
 6 concerning the availability of the -- opinion
 7 concerning the availability of the mark dynaLUX --
 8 strike that. Did you ever obtain an opinion from
 9 trademark counsel concerning the availability of
 10 the mark dynaLUX for use by your company?
 11 MR. O'BRIEN: I'll object to the
 12 extent it calls for attorney/client
 13 communications. Instruct you to answer yes or no.
 14 MR. OSTRAGER: That's fine, answer
 15 yes or no.
 16 A. Well, I never received anything in writing.
 17 Q. Did you receive a verbal opinion from counsel?
 18 A. Yes.
 19 Q. Approximately when did you receive that opinion?
 20 A. I'd have to check the records. But the
 21 dynaLUX you're referring to?
 22 MR. OSTRAGER: Yes.
 23 A. I would say it was in the last year, one to
 24 two years.

Page 28

1 Q. Have you ever received an opinion from counsel
 2 regarding the trademark Lightworld?
 3 A. Yes.
 4 Q. When did you receive that opinion?
 5 A. That one is older, so I would say in the late
 6 1990s.
 7 Q. Is that prior to LEDison or after LEDison?
 8 A. After.
 9 Q. Okay. And am I correct in your prior testimony
 10 that you've never receive an opinion concerning
 11 LEDalux?
 12 A. That one there I did online myself with the
 13 USPTO.
 14 Q. After conducting a search of their databases, did
 15 you conduct a search at the patent office database
 16 for LEDison?
 17 A. No.
 18 Q. Why not, sir?
 19 A. Well --
 20 MR. O'BRIEN: Do you mean Mr. Cross
 21 personally?
 22 THE WITNESS: Did I personally?
 23 MR. OSTRAGER: You or anybody in your
 24 company.

Page 29

1 A. No.
 2 Q. My question is why?
 3 A. Because counsel did it.
 4 Q. Counsel did it. When did counsel conduct that
 5 search?
 6 A. In the late 1990s.
 7 Q. Did you receive a written opinion?
 8 MR. O'BRIEN: Same objection.
 9 MR. OSTRAGER: You can answer yes or
 10 no.
 11 MR. O'BRIEN: You can answer yes or
 12 no.
 13 A. I don't think so, no.
 14 Q. Did you receive a verbal opinion?
 15 A. Yes.
 16 Q. Okay. You mentioned your company has a number of
 17 patents?
 18 A. Two or three.
 19 Q. Who obtained those patents for you, which law
 20 firm? Which law firm did you work with in
 21 obtaining those patents?
 22 A. It wasn't Cantor Colburn.
 23 MR. O'BRIEN: If you have a memory of
 24 the name; I don't want you to guess.

Page 30

1 Q. You don't recall. Sir, you testified a moment ago
 2 you received a verbal opinion concerning LEDison
 3 from counsel; is that correct?
 4 A. Yes.
 5 Q. Do you recall the name of the counsel that
 6 provided the verbal opinion?
 7 A. Yes.
 8 Q. What's the name of the counsel?
 9 A. Peter Hagerty.
 10 Q. What firm is Peter Hagerty associated with?
 11 MR. O'BRIEN: I don't want to keep
 12 interrupting you, I just want to make a general
 13 objection. To the extent these call for attorney/
 14 client privilege, I'm objecting to it and
 15 instructing him not to answer. I can object after
 16 every question, I'll allow him to answer yes or
 17 no, name names, but you're not going to get into
 18 the substance of any communication.
 19 MR. OSTRAGER: I'm just asking what
 20 firm Peter is associated with.
 21 MR. O'BRIEN: That's fine. I want to
 22 preserve the right. So if you agree there is no
 23 waiver of attorney/client privilege.
 24 MR. OSTRAGER: No waiver.

Page 31

1 A. He's currently with Cantor Colburn.
 2 Q. Okay. Approximately when did you receive that
 3 verbal opinion?
 4 A. The late 1990s.
 5 Q. Did there come a time when you filed an
 6 application with the U.S. Patent and Trademark
 7 Office to register the LEDison trademark?
 8 A. Sure. Yes.
 9 MR. OSTRAGER: I'm going to mark as
 10 Petitioner's Exhibit 3 a file history or
 11 application Number 75/674,056 for the mark LEDison
 12 in the name of Mule Lighting, Inc. and it bears
 13 Mule Bates stamp numbers, 000137 through 00149.
 14 (PETITIONER'S EXHIBIT 3 MARKED
 15 FOR IDENTIFICATION)
 16 Q. After the court reporter marks this exhibit,
 17 she'll show it to you and ask you whether you've
 18 ever seen any of these documents. Could you
 19 review this exhibit and tell me whether you've
 20 ever seen it before?
 21 A. Yes, I have.
 22 Q. Let's turn to Page 142, there is a letter from the
 23 law firm of Watts, Hoffmann, Fisher & Heinke to
 24 the Assistant Commissioner for Trademarks,

Page 32

1 submitting a trademark application on your behalf.
 2 Do you see that letter?
 3 A. Yes.
 4 Q. You see Peter R. Hagerty, is that the gentlemen
 5 that provided you with a verbal opinion?
 6 A. Yes, it is.
 7 Q. How did you come about that you were working with
 8 this particular law firm.
 9 A. Mr. Hagerty is my son-in-law.
 10 Q. Very good. Is Mr. Hagerty now associated with Mr.
 11 O'Brien's firm?
 12 A. Yes, he is.
 13 Q. I see. Let's turn to page 00144. In the third
 14 paragraph you see this is a statement
 15 describing -- this is actually a trademark
 16 application. Do you recognize this document as a
 17 trademark application?
 18 A. I guess, yeah.
 19 Q. Take a look -- would you take my representation
 20 this is a trademark application, sir? You
 21 needn't, sir. You see in the third full paragraph
 22 it says, "The mark was first used in connection
 23 with the goods," referring to light emitting
 24 diodes, "since December '98." Does that refresh

Page 33

1 your recollection as to when you first used the
 2 mark?
 3 A. That would be the date.
 4 Q. Next paragraph begins, "The mark is used by
 5 placing it on the goods by casting, molding
 6 stamping or directly imprinting thereon, by use on
 7 tags or labels affixed to the goods or on
 8 containers in which they are shipped, or when such
 9 placing is impractical on documents associated
 10 with the goods or their sale." Could you describe
 11 for us how you used the mark on the goods in
 12 connection with the goods?
 13 A. It would be placed on the documents.
 14 Q. Now, at Page 148 there is a specimen showing how
 15 you use the mark. Would this be representative as
 16 to how you used the mark LEDison?
 17 A. Yes, it is.
 18 Q. Do you place the mark LEDison on the bulbs
 19 themselves?
 20 A. As I recall, we may have placed the mark on
 21 some of the earlier products, but I do know that
 22 we quickly went to the model number as depicted on
 23 this page LIL001.
 24 Q. LEDison is used as a model number, sir?

Page 34

1 A. No, LEDison is used to describe a series of
 2 light emitting diode lamps.
 3 Q. When one purchases one of your LED bulbs as shown
 4 in this picture, is the LEDison designation
 5 anywhere on the product?
 6 A. No.
 7 Q. Is it on the packaging?
 8 A. No.
 9 Q. Is it on the bulb?
 10 A. No.
 11 MR. OSTRAGER: I'd request production
 12 of a specimen bulb and packaging showing how you
 13 present the product to the marketplace.
 14 MR. O'BRIEN: Sure.
 15 Q. Let's turn to page 00145, declaration and
 16 power-of-attorney.
 17 THE WITNESS: Can we go back to that
 18 other question?
 19 MR. OSTRAGER: Sure. Do you want to
 20 add something?
 21 A. I'm seeing this, which looks like a carton
 22 label to me.
 23 Q. Let's take a look. Where is that, sir?
 24 A. 146.

Page 35

1 Q. 146. What is 146?
 2 A. I believe it's the old style carton label we
 3 used where the name is shown. I know it's not
 4 done that way now, but like I said very early on,
 5 this looks to be how it was, the carton was
 6 marked.
 7 Q. Well, how long did you mark it in this manner?
 8 A. Few weeks, maybe.
 9 Q. And do you have a specimen showing that particular
 10 packaging?
 11 A. Just what you see here. I wouldn't now,
 12 after all those years.
 13 Q. This is like a stamp you put on some early
 14 product?
 15 A. No, it would be a label, runoff of a computer
 16 in a multiple labels.
 17 Q. And you placed it on the box and shipped it?
 18 A. Right.
 19 Q. Then you stopped doing that?
 20 A. Then we went to strictly our part number and
 21 model numbers on everything.
 22 Q. Okay, thank you. Let's turn to document page 145.
 23 Did you recognize this document?
 24 A. Yes.

Page 36

1 Q. Is that your signature, sir?
 2 A. Yes, it is.
 3 Q. Okay. Fair enough. We're making progress. Why
 4 don't you read the first -- I'll read the first
 5 few lines of this declaration, "Robert P. Cross
 6 states that he is president of the applicant
 7 corporation and is authorized to execute this
 8 declaration on behalf of said corporation." Is
 9 that correct, sir?
 10 A. Yes.
 11 Q. "He believes said corporation to be the owner of
 12 the mark sought to be registered." What's the
 13 basis for that statement, sir?
 14 A. Well, I thought it up. I did an Internet
 15 search and counsel did a more formal search as to
 16 availability.
 17 Q. Do you know what type of formal search counsel
 18 conducted?
 19 A. No, I don't.
 20 Q. Do you have any records that would reflect what
 21 type of search counsel conducted?
 22 A. No.
 23 MR. OSTRAGER: I'd request production
 24 of any such search.

Page 37

1 MR. O'BRIEN: I'll look. To the
 2 extent it's attorney/client privilege, we'll mark
 3 it as such and put it in privilege log.
 4 Mr. OSTRAGER: To the extent it
 5 exists, I'd like it identified.
 6 Q. The paragraph proceeds, "To the best of his
 7 knowledge and belief no other person, firm,
 8 corporation or association has the right to use
 9 said mark in commerce." What's the basis for that
 10 statement?
 11 A. Well, the result of the search didn't produce
 12 any.
 13 Q. It proceeds, "Either in identical form or such
 14 near resemblance thereto and to be likely when
 15 applied to the goods to such other person to cause
 16 confusion or to cause mistake or to deceive, and
 17 he is authorized to appoint and hereby appoints
 18 counsel?"
 19 A. Yes.
 20 Q. Do you also understand if you look at the last
 21 three lines, "willful, false statements and the
 22 like, so made are punishable by fine or
 23 imprisonment."
 24 A. Yes.

Page 38

1 Q. Do you see that, sir?

2 A. Yes.

3 Q. MR. OSTRAGER: Sir, I'm going to mark

4 as Petitioner's Exhibit 4 a two-page document

5 which we've printed from your website and it bears

6 the label category dynaLUX LED bulbs, LEDison

7 Series and ask, after the court reporter marks it,

8 I'm going to ask you to identify it if you can.

9 (PETITIONER'S EXHIBIT 4

10 MARKED FOR IDENTIFICATION)

11 Q. Do you recognize this as a printout from your

12 website, sir?

13 A. I do.

14 Q. You will see underneath the designation category,

15 dynaLUX LED bulbs, you will see the designation,

16 LEDison Series?

17 A. Yes.

18 Q. Is that the manner in which you use the LEDison

19 designation, generally?

20 A. Generally.

21 Q. If you look at the bottom of the page, you see a

22 list of specific applications, including lobby

23 lighting, lighting cabinet or under cabinet, hotel

24 lighting, step lighting, high ceilings and so

Page 39

1 forth?

2 A. Yes.

3 Q. Could you tell me what products in the marketplace

4 are competitive to your LED bulbs that are for use

5 in these various applications?

6 A. Incandescent or fluorescent lamps, halogen

7 lamps, maybe neon lighting in some cases.

8 Q. Would it be fair to characterize these various

9 applications as mostly commercial in nature?

10 A. Yes.

11 Q. Do these bulbs have application in the residential

12 market as well?

13 A. Not -- residential? These specific bulbs? I

14 don't believe so.

15 MR. OSTRAGER: I'm going to mark as

16 Petitioner's Exhibit 5 a document entitled LEDison

17 Series, Energy Efficient Long Life and it bears

18 Mule Bates stamp number 00032 through 00036. And

19 after the court reporter marks it, I'll ask you to

20 take a look at it and identify it if you can.

21 (PETITIONER'S EXHIBIT 5

22 MARKED FOR IDENTIFICATION)

23 Q. Take your time and I ask you to turn through all

24 the pages.

Page 40

1 (PAUSE)

2 A. Okay.

3 Q. Can you tell us what this document represents?

4 A. Well, let's see, these are catalog pages and

5 web pages.

6 Q. Do you still use these particular pages in

7 marketing your product?

8 A. Some of these are dated. I don't think any

9 of these are in current use.

10 Q. On Page 32 the description starts off with, "Our

11 patented LEDison Series of LED lamps is a

12 breakthrough design." Do you have a U.S. patent

13 for the particular bulbs and their technology?

14 A. Yes, we do.

15 Q. How many patents do you have?

16 A. I believe two apply to this.

17 Q. And are those issued U.S. patents?

18 A. U.S. patents.

19 Q. When did you obtain those patents?

20 A. In the 1990s.

21 Q. Okay. Could you briefly describe for us what the

22 technology that's the subject of the patents?

23 A. One of them is the shape of the lens and the

24 other one is the circuit board design.

Page 41

1 Q. Does Mule Lighting have an in-house research and

2 development department?

3 A. No.

4 Q. Does Mule Lighting employ engineers?

5 A. No.

6 Q. Could you tell us where the technology originated

7 that's the subject of these two patents?

8 A. It originated in China.

9 Q. Who is the inventor of the technology?

10 A. I believe the name of the firm is Shanghai

11 Baoshan.

12 Q. Who are the named inventors on the two patents

13 that you hold for these bulbs?

14 A. Employees of that company.

15 Q. And does the Shanghai entity assign these rights

16 in this technology to Mule Lighting?

17 A. Let's see, how did that work? I think it was

18 a joint application.

19 Q. Who are the named inventors on the patents? Are

20 you a named inventor, sir?

21 A. No.

22 Q. Is anybody in your company a named inventor?

23 A. No.

24 Q. Is the technology assigned from the Shanghai

Page 42

1 company to Mule Lighting?
 2 A. The technology? I'm not sure.
 3 MR. OSTRAGER: Fair enough. Sir, I'm
 4 going to mark as Petitioner's Exhibit 6 a
 5 collection of documents that was printed from your
 6 website on September 22nd, numbering a total of 14
 7 pages. After the court reporter marks this
 8 exhibit, I'd ask you to review these 14 pages and
 9 tell me if they reflect your current web page.
 10 (PETITIONER'S EXHIBIT 6 MARKED FOR
 11 IDENTIFICATION)
 12 A. Yes.
 13 Q. Let's go through this together. The first couple
 14 of pages appear to relate to your exit sign
 15 products, is that correct, first three pages?
 16 A. Yes.
 17 Q. How many different products do you have within the
 18 exit sign product category?
 19 A. There's probably eight or ten series and then
 20 within that there will be multiple individual
 21 products under each series.
 22 Q. They cover primarily industrial applications?
 23 A. Yes. Industrial commercial applications.
 24 Q. Let's turn to the fourth page and you will see a

Page 43

1 Spring-Twister Series. Can you tell me about the
 2 Spring-Twister series?
 3 A. These are compact fluorescent lamps.
 4 Q. What are their applications?
 5 A. General lighting applications.
 6 Q. Would that be commercial and residential?
 7 A. Yes.
 8 Q. Let's turn to the next page, and we see Smartest
 9 Self-Diagnostics, what does that represent?
 10 A. That's an option you can get in certain
 11 products of ours.
 12 Q. What is that option?
 13 A. Basically it monitors the battery charger and
 14 the battery within the product.
 15 Q. Would that be for an exit product, sign product?
 16 A. It basically is for battery-operated
 17 emergency lighting. There may be some exit series
 18 that would use something like that.
 19 Q. Okay. Let's turn to the next page. There here
 20 you show some LED exit signs. Are these
 21 representative of your exit sign products?
 22 A. Yes.
 23 Q. Next page shows an Ever-Green series of exit
 24 signs. Can you describe for us the

Page 44

1 characteristics of this product?
 2 A. That product uses -- I can't think of the
 3 right term, but it's a nuclear-based material. If
 4 we had the XL data, it would tell us.
 5 Q. It's a self-luminous?
 6 A. Self-luminous but not from natural light like
 7 you might be thinking. It's self-generated.
 8 Q. I see, okay. Let's turn to the next page. Here
 9 we have exit signs and emergency lighting. Could
 10 you describe the applications for these products?
 11 A. These are commercial, industrial
 12 applications.
 13 Q. Next page shows various emergency lighting
 14 products. Could you describe these various
 15 products?
 16 A. These are all used, again, in commercial and
 17 industrial applications.
 18 Q. So, let's just -- for the record we have an
 19 Econo-Lite Series, Lite-Way Series, Radius Series,
 20 RT Series, Recessed Series, C Series, EC Series,
 21 an X Series, KES Series, NEMA 4X Series; is that
 22 correct, sir?
 23 A. Yes, it is.
 24 Q. Is it your common practice to use these various

Page 45

1 designations to identify models, different models,
 2 product models?
 3 MR. O'BRIEN: Objection to form. Go
 4 ahead, you can answer.
 5 A. Not models.
 6 Q. What are they, sir?
 7 A. Type, their types.
 8 Q. Econo-Lite Series, is that a brand name in your
 9 company, or is it a model name?
 10 A. It's a type name, series name. See, you take
 11 any one of these and there might be color, voltage
 12 variations lamp styles. So it isn't just one
 13 Econo-Lite, there might be five models of it. So
 14 we designate each product type as a series. So if
 15 you went to the relevant catalog page for
 16 Econo-Lite Series, you might see a number of
 17 different models within the series.
 18 Q. Did you conduct any type of trademark
 19 investigation to determine your right to use the
 20 series designation Econo-Lite?
 21 A. That name could come one of two ways, one, an
 22 Internet search to see if the name was being used
 23 by someone else, or alternatively, our suppliers
 24 already use that name and private labels the

28. In response to the allegations set forth in Paragraph 28 of the Complaint, EI affirmatively alleges that the Edison International name as well as the names of EI's subsidiaries appear on EI's website on the Internet. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 28 of the Complaint.

29. In response to the allegations set forth in Paragraph 29 of the Complaint, EI affirmatively alleges that EI was aware that plaintiff Con Edison was an electric utility serving New York City under the name Consolidated Edison Company of New York, Inc. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 29 of the Complaint.

30. EI denies the allegations set forth in Paragraph 30 of the Complaint.

31. EI denies the allegations set forth in Paragraph 31 of the Complaint.

32. EI denies the allegations set forth in Paragraph 32 of the Complaint.

33. EI denies the allegations set forth in Paragraph 33 of the Complaint.

FIRST CLAIM FOR RELIEF

False Designation, Description and Representation under § 43(a) of the Lanham Act

34. In response to the allegations set forth in Paragraph 34 of the Complaint, EI repeats and realleges its answers to Paragraphs 1 through 33 of the Complaint as if fully set forth herein.

35. EI denies the allegations set forth in Paragraph 35 of the Complaint.

36. EI denies the allegations set forth in Paragraph 36 of the Complaint.

SECOND CLAIM FOR RELIEF

Common Law Unfair Competition

37. In response to the allegations set forth in Paragraph 37 of the Complaint, EI repeats and realleges its answers to Paragraphs 1 through 33 of the Complaint as if fully set forth herein.

38. EI denies the allegations set forth in Paragraph 38 of the Complaint.

THIRD CLAIM FOR RELIEF

Common Law Service Mark and Trade Name Infringement

39. In response to the allegations set forth in Paragraph 39 of the Complaint, EI repeats and realleges its answers to Paragraphs 1 through 33 of the Complaint as if fully set forth herein.

40. EI denies the allegations set forth in Paragraph 40 of the Complaint.

FOURTH CLAIM FOR RELIEF

New York's Antidilution Statute

41. In response to the allegations set forth in Paragraph 41 of the Complaint, EI repeats and realleges its answers to Paragraphs 1 through 33 of the Complaint as if fully set forth herein.

42. EI denies the allegations set forth in Paragraph 42 of the Complaint.

AFFIRMATIVE DEFENSES

43. EI, by its attorneys Latham & Watkins and Lyon & Lyon, alleges in support of its affirmative defenses, on information and belief, except on personal knowledge where stated, as follows:

Preliminary Statement

44. Many utilities across the United States operate under tradenames that contain the name "Edison" in combination with other words. These corporate identities were established in the decades-long era of regulated electric utility monopolies. Recently, however, there has been a nationwide change in energy policy and rapid movement toward deregulation, and demonopolization, of the generation and supply of electric power. This movement has already reached California, where EI's predecessor companies have been known as "Edison" for nearly a century. New York, the home of Con Edison, is on a five-year path toward complete deregulation of electric power. Thus, we are entering an era in which affiliates of Con Edison and EI do and will compete directly.

45. In supervising the dismantling of regional electric utility monopolies and paving the way toward competition, state public service and public utility commissions, including New York's Public Service Commission ("PSC") and California's Public Utility Commission ("CPUC"), are considering various measures to introduce competition into the marketplace, including restrictions on the manner in which the utilities may legitimately use their tradenames and trademarks to market new services and products and on the manner in which affiliate companies can also legitimately use the tradenames and trademarks to market services and products. EI presently is engaged in proceedings before the CPUC to determine the manner in which it may compete in California under its tradenames and trademarks. Con Edison is similarly engaged in proceedings before the New York PSC.

46. Among the strongest and most significant of Con Edison's actual and potential competitors in the deregulated environment is EI, the parent company of Southern

California Edison Company and its unregulated affiliates. Con Edison has engaged in a pattern of predatory activities, including the flouting of the requirements of the New York PSC with respect to the manner in which Con Edison has used its tradename in the deregulated environment, a concerted effort to orchestrate a horizontal anticompetitive arrangement among its actual and potential competitors with respect to the continued use of the Edison names, and the deliberate attempt to prevent consumers from understanding the identity of and selecting among major competitors using the "Edison" name in the New York and other interstate markets.

Historical Use of the Edison Name in Connection with Electric Utility Service

47. In 1878, Thomas Alva Edison and a group of investors established the EELC to develop an electrically powered lighting source. EELC, the predecessor to General Electric, owned all the patents to the Edison system. In order to use the Edison technology, it was necessary for a company to receive a license from EELC. Under this system, many electric utility companies, including EELC subsidiaries, sought and received exclusive licenses from EELC for their geographic areas.

48. Along with a license to use the patented technology, the licensees were permitted, but not required, to use the "Edison" name in and as part of their company name. Thus, a variety of electric utility companies in different geographic locations across the country have legitimately and concurrently used the "Edison" name in connection with the provision of electric energy since the late 1800's (hereinafter, the "Edison Utilities"). Each of the Edison Utilities traces its use of "Edison" back to the first use in commerce and interstate commerce of the "Edison" name by EELC.

49. In 1894, a group of financiers organized the Los Angeles Edison Electric Company ("LAEEC") to obtain a license from General Electric to use the "Edison" name and patented technology in the Los Angeles area. In 1897, the West Side Lighting Company discovered that it was unable to use Edison's technology due to LAEEC's prior and exclusive Southern California rights. The two parties negotiated, and, as a result, the Edison Electric Company of Los Angeles was formed in 1897, consolidating the West Side Lighting Company and LAEEC.

50. In 1909, Southern California Edison Company was organized to acquire Edison Electric Company of Los Angeles, along with other pioneer electric companies operating in California. Southern California Edison Company divested its gas properties and expanded its electric and steam businesses through acquisitions and new construction. In 1988, SCEcorp was formed as the holding company of Southern California Edison Company and its unregulated affiliates. SCEcorp's unregulated affiliates have conducted business across the United States and internationally. Southern California Edison Company currently supplies electricity to approximately ten million people in southern, coastal and central California, making it the second-largest, investor-owned electric utility company in the country.

Deregulation of the Electric Utility Industry

51. Since the early 1900's, electric utility companies, including the Edison Utilities, have generally operated as regulated entities within the limited geographic areas they were licensed to serve under federal and state regulations. In large part, these utility companies provided electricity to their customers without competition from other electric service providers.

52. In the early 1990's, FERC decided to allow deregulation in the electric industry at the wholesale and interstate level. Shortly thereafter, state regulatory agencies began to address deregulation at the retail consumer level in their jurisdictions.

53. In December 1995, the CPUC voted to deregulate its electric power industry by January 1, 1998. In September 1996, the State of California enacted AB 1890 to provide a transition to a competitive market structure. This legislation substantially adopted the CPUC December 1995 restructuring decision. California will thus be the first state to fully deregulate its electric utility industry by permitting competition at the retail level for all consumers. In New York, home of Con Edison, retail competition will be introduced in phases beginning June 1, 1998.

54. Eleven other states also have adopted final regulations introducing some form of competition in the electric utility industry, including Arizona, Maine, Massachusetts, Michigan, Montana, Nevada, New Hampshire, Oklahoma, Pennsylvania, Rhode Island and Vermont. In Massachusetts, home of both Boston Edison and Eastern Edison, the Department of Public Utilities issued its final restructuring plan, which includes the start of retail competition in 1998. In Michigan, home of Detroit Edison and Edison Sault Electric, the Public Service Commission in June 1997 ordered retail access to begin in 1998 with 2.5 percent of load, with 2.5 percent more added each year through January 2001. In January 2002, all customers in Michigan will be given direct access capability. In Pennsylvania, home of Metropolitan Edison, restructuring legislation has been enacted that will phase in retail competition for all customers by 2001.

55. In addition, many other states are considering some form of deregulation. For instance, in Illinois, home of Commonwealth Edison, the state legislature is considering four restructuring bills with start dates ranging from May 1998 to 2000. In Maryland, home of the Potomac Edison Company, the Public Service Commission issued a staff report in May 1997 proposing full retail competition by 2002. In Ohio, home to both Ohio Edison and Toledo Edison, the Public Utilities Commission adopted final rules for a pilot program to test sales of electricity to groups of customers.

56. The intent of this nationwide trend of deregulation is to allow competition in the generation and sale of electric energy, to increase consumer choice of supplier and service company and ultimately to reduce prices for electric energy. The eventual result will be that electric companies will be able to compete in a variety of businesses for customers on a national, and perhaps international, scale.

EI's Adoption and Use of the Edison International Name

57. In anticipation of competition on a national and international basis, EI's predecessor SCEcorp conducted a review of its corporate identity in the marketplace. EI believed that the SCEcorp name did not accurately reflect the scope of the company's activities, was geographically limiting, and was not favorably received in the financial markets.

58. Market research revealed that the public made little distinction between SCEcorp, the parent company, and Southern California Edison Company, the operating utility, and that the public and press referred to both companies as "Edison." Thus, the goodwill and reputation of SCEcorp and Southern California Edison Company were related to the historical uses of the "Edison" name by SCEcorp and its affiliated companies.

59. SCEcorp decided to ready itself for national and international competition and to increase its recognition as an international company in the financial markets through a corporate identity change. One of SCEcorp's affiliates had become a leading independent power producer and had become very well known at the international level. This affiliate, Edison Mission Energy (until January 1996 "Mission Energy Company"), is one of the leading independent power production companies in the world with over 50 projects worldwide. Selection of the "Edison International" name for SCEcorp naturally flowed from the reputation and goodwill built up from EI's one hundred year old identity as "Edison" and was intended to capitalize on Edison Mission Energy's success and indicate the growing international nature of the SCEcorp's businesses.

60. In addition to EI, a number of other utility companies continue to use the "Edison" name, including: Boston Edison Company, plaintiff Consolidated Edison Company of New York, Commonwealth Edison, The Detroit Edison Company, Eastern Edison Company, Metropolitan Edison Company, Edison Sault Electric Company, The Potomac Edison Company, Ohio Edison Company and Toledo Edison Company. All of these companies are now in actual or potential competition with one another.

61. Research revealed that these other Edison Utilities had not federally registered their names or marks, had used their marks only in limited geographic areas, and had used the "Edison" name with other distinguishing words. Research also showed a trend in these companies away from using the "Edison" name. For example, in 1995, Commonwealth Edison announced its new identity as "ComEd" and is currently offering products and services under the ComEd mark. Detroit Edison announced the formation of a new holding company named DTE

Energy Co. and is currently using the mark "DTE Edison America." Plaintiff Con Edison, when it first established unregulated subsidiaries, did not use the "Edison" name but rather named its only two subsidiaries ProMark Energy, Inc. and Gramercy Development, Inc.

62. Research also disclosed that the "Edison International" name was available. Because EI had learned that McGraw-Edison at one time may have used "Edison International" and had other federal trademark registrations incorporating the word "Edison," however, EI contacted Cooper Industries, the parent company of McGraw-Edison, prior to filing its trademark applications. Cooper Industries did not object to EI's proposed use of "Edison International" or EI's other marks and agreed to cooperate wherever necessary to allow EI to register its marks in the United States and abroad.

63. Shortly thereafter, in April 1995, EI filed an Intent to Use Application in the United States Patent and Trademark Office for the mark "Edison International," which was published for opposition in the Trademark Gazette in December 1995. At around this time, EI filed applications for a number of other marks as well, including Edison Capital, Edison Mission Energy, Edison EV, Edison Source, Edison OnCall, and Edison's Home Energy Loan Program.

64. Detroit Edison filed opposition proceedings against four of the applications filed by EI, including Edison International. The parties engaged in productive discussions regarding their use of marks incorporating the Edison name. On May 29, 1997, EI and Detroit Edison reached a settlement agreement which permitted each party to continue to incorporate the "Edison" name in their marks in direct competition across the United States. In fact, Detroit Edison is currently selling products in Southern California under the name DTE Edison America.

65. No other entity filed timely oppositions to EI's initial trademark applications, and the opposition periods for those applications are now closed. In fact, Edison EV was registered, and EI received notices of allowance for Edison Capital and Edison Mission Energy, and expects to receive notices of allowance for the others shortly.

66. On January 29, 1996, EI further publicized its new corporate identity, which included not only the new name but also a new logo to be used with all affiliated companies, in a national announcement. John E. Bryson, chairman and CEO of EI, stated that "Our new corporate identity signifies our proud heritage and readiness to compete successfully in a restructured utility environment while building shareholder value through local, regional, national and international business opportunities." Significant media events were held in Los Angeles, New York, and the District of Columbia, and media was purchased in New York and national publications including The New York Times, the Wall Street Journal, and CNN. The costs associated with roll out of the new identity totaled approximately \$10.3 million.

67. As part of EI's strategy for competition in the deregulated environment, two existing EI affiliates, Mission Energy and Mission First Financial, both formed approximately ten years ago, were renamed Edison Mission Energy and Edison Capital, respectively, on January 29, 1996. Edison Enterprises was formed in July 1997 as the holding company for the other existing affiliates, Edison EV, Edison Source and Edison Select.

68. Southern California Edison Company, the regulated utility subsidiary, currently supplies electricity to approximately ten million people in southern, coastal and central California, making it the second-largest, investor-owned utility company in the country.

69. Edison Mission Energy specializes in the development, acquisition, construction, management and operation of independent power production ("IPP") facilities. Edison Mission Energy is one of the world's leading IPP developers with more than 60 projects all over the world. Edison Mission Energy was incorporated about ten years ago to take advantage of the developing market for cogeneration energy following the 1987 Utility Act. One of Edison Mission Energy's projects is the Brooklyn Navy Yard Cogeneration Plant at the Brooklyn Navy Yard Industrial Park. All of the power generated from that facility, other than host loads, is sold to Con Edison by contract.

70. Edison Capital provides capital and financial services to support the growth of energy and infrastructure projects, products and services both domestically and internationally. Established in 1987, Edison Capital has a diversified investment portfolio of more than \$1 billion. Edison Capital is also one of the country's most active corporate investors in affordable housing projects. Edison Capital has a three person staff located in New York City, is listed in the New York telephone directory, and is involved in a variety of projects in the area.

71. Edison EV provides installation of charging equipment for electric vehicles. It was created to meet the needs of public charging, fleet charging, recharging and residential electric vehicle owners. Edison EV currently contracts with vehicle manufacturers such as Saturn and Honda.

72. Edison Source is an unregulated energy service company ("ESCO") which provides three key areas of service: energy efficiency services, environmental consulting, and energy marketing. Edison Source was formed to help businesses and governments across

North America evaluate their energy needs and help them to make optimal decisions for lower energy costs and improved productivity.

73. Edison Select offers mass market retail consumer products and services, including electric and appliance repair, computer repair, internet access and home security services.

74. EI is presently engaged in proceedings before the CPUC to determine the manner in which EI and its affiliates will compete in California under their tradenames and trademarks. In this proceeding, two commissioners have taken the position that any use of the utility's name by the holding company or its unregulated affiliates raises competitive concerns. EI is subject to competition, however, from numerous third parties, both in-state and out-of-state, using the name "Edison" in connection with energy related products and services. For instance, Detroit Edison is offering products to residential customers in Southern California under the name "DTE Edison America." EI has taken the position that such competition should be permitted and that the public should be fully informed as to the association or lack of association between these companies and of the availability of products and services from all competing Edison companies.

Conduct by Con Edison Prior to Deregulation

75. Until recently, Con Edison took no action to impede lawful competition under the "Edison" name in New York or elsewhere. For example, Con Edison took no action in opposition to EI's original trademark application for Edison International, which was published for opposition in December 1995. Con Edison also did not file oppositions to EI's applications to register Edison Capital, Edison Mission Energy, Edison EV, Edison Source, Edison OnCall, or

Edison's Home Energy Loan Program, and the opposition periods for such applications have since closed.

76. Con Edison, with full knowledge of EI's name change and the fact that EI was expending major resources and money to position itself as a competitor in the national and state marketplaces under the "Edison International" name and under the names of its subsidiaries, took no action against and never contacted EI to express any concern regarding the name change or EI's branding strategy, despite EI's clear intent to use the marks on a national basis. In fact, Con Edison has dealt extensively with an Edison Mission Energy subsidiary with regard to the Brooklyn Navy Yard Cogeneration Plant before the deregulation in New York. In addition, Edison Source will serve as a power marketer in connection with approximately one megawatt of power from that plant.

77. Numerous third parties in Con Edison's service area, adjacent areas and nationwide use the "Edison" name (and variants on that name) in connection with the sale of products and services similar to those offered by Con Edison (including the recent adoption of the name "Com Ed" by Commonwealth Edison). Many more third parties use the "Edison" name in connection with unrelated products and services in Con Edison's service area, adjacent areas, and nationwide. Many of these third parties have registered trademarks in the name. Upon information and belief, Con Edison has never taken any action to oppose the use of the "Edison" name by a third party and has never opposed a third party's application to register a trademark that included the "Edison" name.

Anticompetitive Conduct by Con Edison Since Deregulation

78. As alleged in its Complaint, Con Edison is a monopoly in the market for producing and supplying electric energy in New York City and Westchester County. As such, said monopoly affects and is part of interstate commerce -- to wit, the national market for energy production and supply of energy related products and services -- and is a relevant submarket for the production and supply of electric energy, products and services nationwide. Said nationwide market is further composed of a number of additional relevant submarkets in which the various regional utilities have historically operated across the nation (hereinafter, said national and regional markets are referred to as "relevant markets").

79. On May 20, 1996, the New York PSC issued an order directing Con Edison to file a rate/restructuring plan consistent with the New York PSC's policy and vision for effective competition in the energy generation and energy services sectors, reduced prices and increased consumer choice of energy supplier and service company.

80. After many months of negotiations, meetings, procedural conferences, and the like, including consideration of Con Edison's original proposed agreement dated March 12, 1997, the New York PSC approved an Agreement and Settlement (the "PSC Settlement") on September 10, 1997, and issued an order adopting the PSC Settlement on November 3, 1997 (the "PSC Order"). In the PSC Settlement, Con Edison agreed to introduce retail competition in phases, beginning June 1, 1998, and divest fifty percent of its generating capacity in New York City.

81. Pursuant to the PSC Settlement, Con Edison also agreed to abide by specifically enumerated Standards of Competitive Conduct designed to ensure a level playing

field for present and future competitors, including competition from the other Edison Utilities under their own tradenames and trademarks. Under the Standards of Competitive Conduct, Con Edison's unregulated affiliates are properly permitted to use the same name and/or marks as Con Edison. Con Edison, however, is prohibited from falsely representing that any special advantage will accrue to any customer, supplier or third party simply by virtue of the affiliation. For instance, Con Edison cannot state that a customer will receive better delivery or other services from the regulated utility if it purchases its electric power from Con Edison's ESCO.

82. Despite the stated intent of the New York PSC to introduce competition into the market for producing and supplying electric energy in New York City and Westchester County, and Con Edison's agreement to take the required actions to effectuate that intent under the PSC Settlement, Con Edison has taken several steps specifically intended to mislead consumers and to unfairly inhibit EI and other actual and potential out-of-state and in-state competitors from entering its market and competing with it in the other relevant markets. It has also sought to prevent consumers from distinguishing and selecting among competitors in the energy related services and product markets, including the Edison utilities which are among the most significant competitors to Con Edison in the relevant markets.

83. In furtherance of its willful scheme to unfairly inhibit competition in the relevant markets, Con Edison has willfully violated the Standards of Competitive Conduct in the PSC Settlement by, among other things, placing advertisements in The New York Times and the Wall Street Journal which misrepresented the nature of its continuing relationship with its unregulated affiliates and stated: "With so many unfamiliar names out there, it's nice to know

one thing stays the same. Con Edison Solutions and Con Edison Development will still offer the unrivaled reliability of Con Edison itself.”

84. On October 20, 1997, a group of energy marketers and public interest groups, in a formal complaint filed with the New York PSC, accurately charged that such advertising by Con Edison violates the New York PSC Standards of Competitive Conduct. The complaint states that: “The ink is not yet dry on the Con Edison settlement agreement just approved by the commission, and already problems are emerging with the company’s attempt to exploit the use of its name in affiliation with its newly unregulated marketing affiliates, Con Edison Solutions and Con Edison Development.” As stated in the complaint, the clear message of the Con Edison advertisements “is that dealing with affiliates assures better reliability within the Con Edison service territory than would otherwise be available from competitors. This ad is highly misleading, and violates both the spirit and letter of the standards of conduct.”

85. Despite failing to take action against any of EI’s “Edison” trademark applications prior to the PSC Order, Con Edison filed oppositions to EI’s later applications to register Edison Powerlink and Edison AGTAC on January 22, 1997 and July 9, 1997, respectively. Such oppositions are vexatious and filed in bad faith as evidenced by Con Edison’s total failure to pursue such oppositions in accordance with the rules of the United States Patent and Trademark Office or to respond to legitimate discovery demands therein prior to the PSC Order.

86. In the face of actual and potential competition from EI, and with full knowledge of EI’s branding strategy and EI’s various trademarks and tradenames incorporating the name “Edison,” Con Edison’s unregulated subsidiaries changed their names from ProMark

Energy, Inc. and Gramercy Development, Inc. to Consolidated Edison Solutions and Consolidated Edison Development, respectively, on September 24, 1997, mere days before filing this lawsuit. In doing so, Con Edison and its affiliates are intentionally copying EI's branding strategy in furtherance of Con Edison's unlawful attempt to hinder or inhibit EI from entering into Con Edison's traditional market or other relevant markets or submarkets with its own unique "Edison" brand name and to prevent consumers from distinguishing among and selecting among affiliates of the competing Edison utilities.

87. Upon information and belief, Con Edison also contacted the other Edison Utilities in furtherance of an unlawful scheme to monopolize and attempt to monopolize and attempted to engage in an unlawful combination or conspiracy with its horizontal actual or potential competitors whereby each company would limit its ability and attempt to limit EI's ability to compete under the "Edison" names.

88. Through its conduct, Con Edison is attempting unfairly to impair competition and to prevent consumers from selecting among competing Edison utilities in the New York markets and to deprive consumers of knowledge of the corporate origins and relationships of these competing companies. It is attempting unfairly and unlawfully to perpetuate itself with consumers as the only "Edison" entity in the relevant markets in New York providing electrical products and services.

89. In furtherance of its scheme, Con Edison, has used its trademark to misrepresent the nature of the relationship between its regulated and unregulated corporate entities. It has also sought to perpetuate the false perception in the minds of New York

consumers that it is the only "Edison" company with electric utility affiliates in the New York market.

90. Also in furtherance of its scheme, Con Edison has stated its intent to foreclose legitimate competition and now alleges in bad faith in this lawsuit that on a nationwide basis "the use of the 'Edison' name in a corporate name for any company offering energy-related products and services will inevitably confuse consumers who have over the past century come to associate 'Edison' with Con Edison and its predecessor companies." Con Edison has been aware of and acquiesced in multiple third party uses and uses by EI and its predecessors of the "Edison" name in connection with energy related products and services for more than one hundred years.

FIRST AFFIRMATIVE DEFENSE

91. Con Edison's claims are barred by the doctrine of trademark misuse.

SECOND AFFIRMATIVE DEFENSE

92. Con Edison's claims are barred by the doctrines of unclean hands and bad faith conduct.

THIRD AFFIRMATIVE DEFENSE

93. Con Edison's claims are barred, in whole or in part, by laches.

FOURTH AFFIRMATIVE DEFENSE

94. Con Edison's claims are barred, in whole or in part, by waiver.

FIFTH AFFIRMATIVE DEFENSE

95. Con Edison's claims are barred, in whole or in part, by estoppel.

SIXTH AFFIRMATIVE DEFENSE

96. Con Edison's claims are barred, in whole or in part, by acquiescence.

SEVENTH AFFIRMATIVE DEFENSE

97. Con Edison's claims are barred, in whole or in part, by the applicable statute of limitations.

EIGHTH AFFIRMATIVE DEFENSE

98. Con Edison's claims fail, in whole or in part, to state a claim upon which relief can be granted.

PRAYER FOR RELIEF

WHEREFORE, EI respectfully requests:


- A. Judgment dismissing the claims set forth in the Complaint;
- B. Costs and attorneys' fees; and
- C. An award of such other relief in law or equity as this Court may

deem just and proper.

Dated: New York, New York
November 19, 1997

Respectfully submitted,

LATHAM & WATKINS

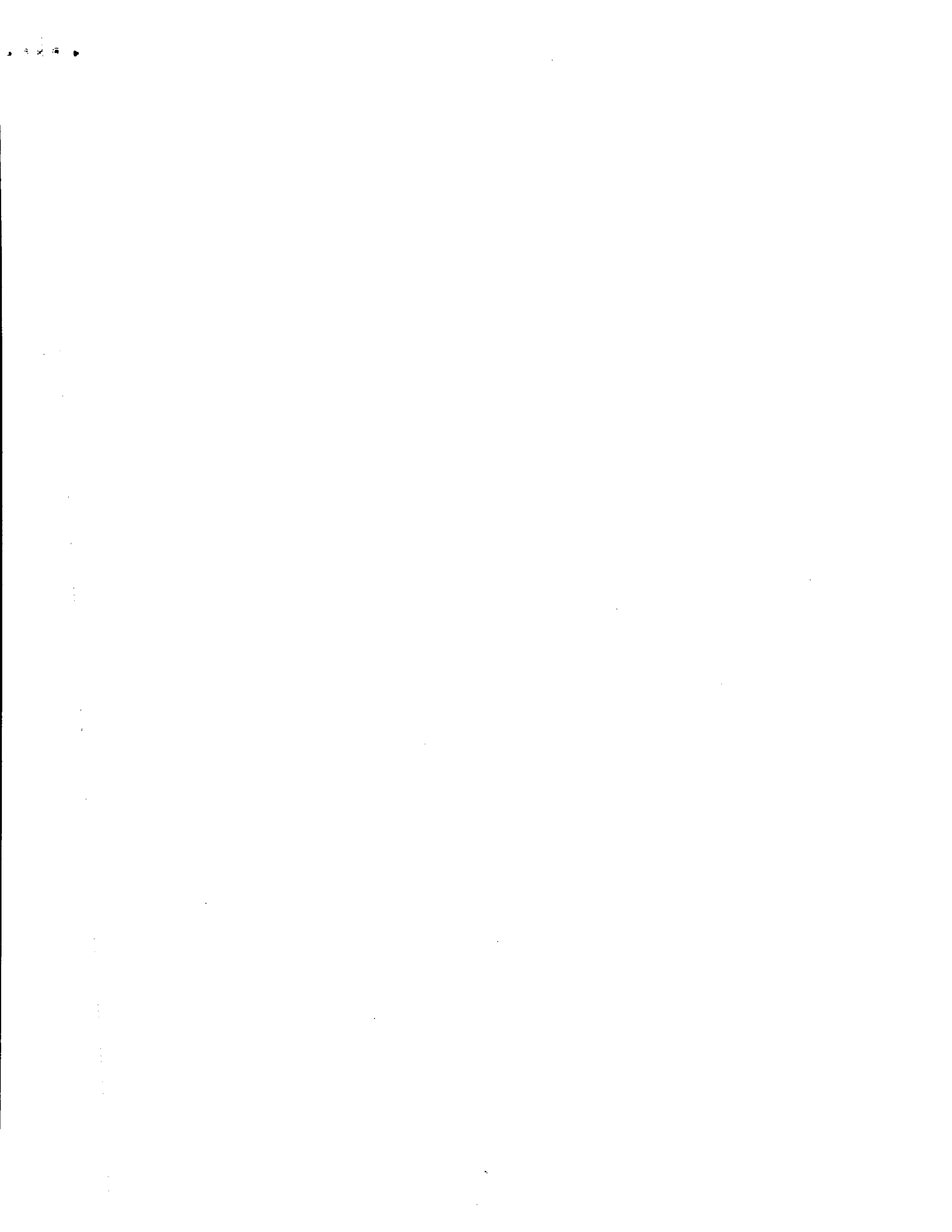
By 
John J. Kirby, Jr. (JK 9699)
Thomas G. Gallatin, Jr. (TG 5250)
Maureen C. Shay (MS 0536)

885 Third Avenue, Suite 1000
New York, NY 10022
(212) 906-1200

Attorneys for Defendant Edison International

Of Counsel:

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Richard E. Lyon, Jr.
LYON & LYON LLP
First Interstate World Center
47th Floor
633 West Fifth Street
Los Angeles, CA 90071
(213) 489-1600



WATTS, HOFFMANN, FISHER & HEINKE Co., L.P.A.

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MAILING ADDRESS:

P.O. BOX 99839

CLEVELAND, OHIO 44199-0839

March 22, 1999

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GEORGE L. PINCHAK
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PAUL A. SERBINOWSKI
MATTHEW C. FAGAN
JENNIFER NOCK HINTON
PETER R. HAGERTY*

*NOT ADMITTED IN OHIO

OF COUNSEL
THOMAS E. FISHER
ROBERT P. WRIGHT

ELYTHE D. WATTS (1888-1984)
DANIEL J. SAMMON (1934-1991)
JAMES T. HOFFMANN (RETIRED)

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FILE NO:

15-166

Assistant Commissioner
for Trademarks
BOX NEW APP, FEE
2900 Crystal Drive
Arlington, VA 22202-3513

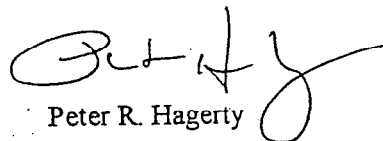
Dear Sir:

Enclosed are the following:

1. An application for the service mark LEDISON in International Class 9.
2. A Declaration and Power of Attorney.
3. A trademark drawing.
4. Three facsimiles or specimens for each class.
5. The requisite Patent and Trademark Office filing fee in the amount of \$245.00 to cover the cost of the application for registration in one class.

Please charge any additional fees, or credit any overpayment, to Deposit Account No. 23-0630.

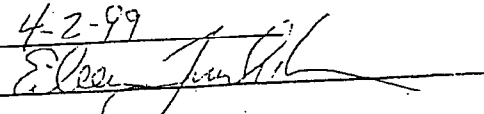
Very truly yours,



Peter R. Hagerty

PRH/esz
Encls.

I hereby certify that this paper is being deposited with the
U. S. Postal Service as 1st Class Mail addressed to the
Assistant Commissioner for Trademarks, 2900 Crystal Drive,
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on 4-2-99
By: 

MULE-00142

WATTS, HOFFMANN, FISHER & HEINKE CO., L.P.A.
ASSISTANT COMMISSIONER FOR TRADEMARKS

1706

Date 04/02/99

Invoice	Inv.Date	Inv.Amt	Disc/Fin	Prev Pmts	Due	Amt.Paid
15-166	04/02/99	245.00			245.00	245.00
Total						245.00

MULE-00143

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK DIVISION

Mark: LEDISON

Int. Class: 9

Docket No.: 15-166

Watts, Hoffmann, Fisher & Heinke Co., L.P.A.
1100 Superior Avenue, Suite 1750
Cleveland, Ohio 44114-2518
Telephone (216) 241-6700
Facsimile (216) 241-8151

Assistant Commissioner for Trademarks
Box NEW APP (FEE)
2900 Crystal Drive
Arlington, VA 22202-3513

STATEMENT

MULE LIGHTING, INC., a corporation of the state of Rhode Island, having an office and place of business at 325 Valley Street, Providence, Rhode Island 02908, has adopted and is using the mark shown on the accompanying drawing for:

LIGHT EMITTING DIODES AND LIGHT EMITTING DIODE DISPLAYS, in International Class 9, and requests that the mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946.

The mark was first used in connection with the goods since December, 1998; was first used in Interstate Commerce since December, 1998; and is now in use in such Commerce.

The mark is used by placing it on the goods, by casting, molding, stamping, or directly imprinting thereon, by use on tags or labels affixed to the goods, or on the containers in which they are shipped, or when such placing is impractical on documents associated with the goods or their sale, or in displays associated with the goods. Three (3) facsimiles or specimens showing the mark as actually used are presented herewith for each class.

I hereby certify that this paper is being deposited
U. S. Postal Service as 1st Class Mail, address
Assistant Commissioner for Trademarks, 2900
Arlington, VA 22202-3513

MULE-00144


on 4-2-99
by: E. B. Fisher

DECLARATION AND POWER OF ATTORNEY

Robert P. Cross, states that: He/She is President of the applicant corporation and is authorized to execute this declaration on behalf of said corporation, he believes said corporation to be the owner of the mark sought to be registered; to the best of his knowledge and belief, no other person, firm, corporation or association has the right to use said mark in commerce, either in the identical form or in such near resemblance thereto as to be likely, when applied to the goods of such other person, to cause confusion or to cause mistake, or to deceive; and he is authorized to appoint and hereby appoints the lawyers associated with WATTS, HOFFMANN, FISHER & HEINKE CO., L.P.A., namely T.E. Fisher, L.L. Heinke, J.G. Watterson, L.J. Raney, J.R. Hlavka, S.J. Schultz, G.L. Pinchak, R.A. Sharpe, P.A. Serbinowski, M.C. Fagan and J. Nock Hinton, (members in good standing of the Bar of the State of Ohio) and P.R. Hagerty (member in good standing of the Bar of the State of Massachusetts), whose post office address is 1100 Superior Avenue, Suite 1750, Cleveland, Ohio 44114-2518 (telephone: 216-241-6700) to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith and to receive the Certificate of Registration; and all statements made herein of his own knowledge are true and all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

MULE LIGHTING, INC.

Date: 3/5/99


By: Robert P. Cross,
Title: President

MULE-00145

LEDison
LED Lamps Model #: _____

LEDison
LED Lamps Model #: _____

Applicant: Mule Lighting, Inc.
325 Valley Street
Providence, Rhode Island 02908

Date of First Use: Since December, 1998
Date of First Use in Interstate Commerce: Since December, 1998

Goods: LIGHT EMITTING DIODES AND LIGHT EMITTING DIODE DISPLAYS,
in International Class 9

Attorneys: WATTS, HOFFMANN, FISHER & HEINKE
1100 Superior Avenue, Suite 1750
Cleveland, Ohio 44114-2518
Our Docket No. 15-166

LEDISON

MULE-00147

LED LIGHT SOURCE LAMPS



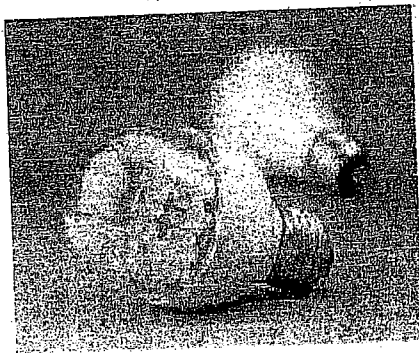
LEDison SERIES

Energy Efficient
Long Life

The LEDison SERIES of LED lamps is a breakthrough design. Now energy conservation is possible for most forms of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Often used in Indicator, Task, Medical and Marine applications. Be the first in your industry.

**** LET MULE DESIGN A LAMP FOR YOUR NEEDS ****

BENEFITS & FEATURES

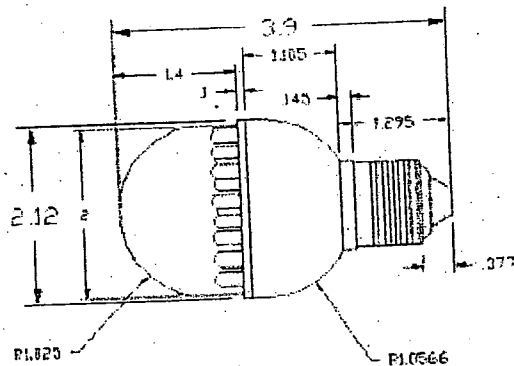


- Replaces incandescent bulbs
- Long life reliability
- 110-130 VAC (call for other voltages)
- 360° Visibility
- Rugged thermoplastic housing
- Even illumination
- Reduce's maintenance – fewer lamp changes
- Edison E-26 base (standard socket)

LEDison SERIES LED lamps are available in a number of colors and color combinations. Special high abuse versions, with a sealed circuit board design, are available for the most extreme applications. Mule personnel are always available to work with customers on any special requirements.

(PATENTS APPLIED FOR)

DIMENSIONAL DRAWING



**BULB WEIGHT: 20Z.
PACKAGING: 12 PER CASE**

ORDERING INFORMATION

STANDARD APPLICATIONS

Model	Color	Voltage*	Visibility	Wattage
LIL0001-A	AMBER	110-130	360°	1.6
LIL0002-R	RED	110-130	360°	1.1
LIL0003-G	GREEN	110-130	360°	1.9
LIL0004-B	BLUE	110-130	360°	1.2
LIL0005-W	WHITE	110-130	360°	1.1

HIGH ABUSE APPLICATIONS**

Model	Color	Voltage*	Visibility	Wattage
HALIL0001-A	AMBER	110-130	360°	1.6
HALIL0002-R	RED	110-130	360°	1.1
HALIL0003-G	GREEN	110-130	360°	1.9
HALIL0004-B	BLUE	110-130	360°	1.2
HALIL0005-W	WHITE	110-130	360°	1.1

* Voltage levels can effect lamp brightness. 220-277V Available.
** Internal components are sealed against vibration and shock.



EZ-Spec™ interactive specification sheets are located at www.lightworld.com/ledison.htm

MULE-00148

Applicant: Mule Lighting, Inc.
325 Valley Street
Providence, Rhode Island 02908

Date of First Use: Since December, 1998
Date of First Use in Interstate Commerce: Since December, 1998

Goods: LIGHT EMITTING DIODES AND LIGHT EMITTING DIODE DISPLAYS,
in International Class 9

Attorneys: WATTS, HOFFMANN, FISHER & HEINKE
1100 Superior Avenue, Suite 1750
Cleveland, Ohio 44114-2518
Our Docket No. 15-166

LEDISON

MULE-00149

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COMPANY INFO OUR CATALOG SALES REPS TECHNICAL SUPPORT INDUSTRY LINKS CONTACT



The Mule Battery Company was founded in 1923 with two thoughts in mind- to provide quality products and to back them with exemplary customer service. For nearly 80 years now, we have grown and prospered by aggressively pursuing these objectives- meeting the needs of our industry and developing products that serve our customers well.



Classic Series

Enter Zip Code
to locate Rep

Search

Our business began with the development of innovative, communication grade batteries. These were products with quality built in, backed by full customer service that was decades ahead of its time. (You can still see from our logo that they "kicked like a mule.")

Over the years, as the market expanded rapidly, we saw the need for a supplier also able to provide complete lighting equipment and systems. In 1970, Mule responded to that need by acquiring a high-quality manufacturer of emergency lighting equipment, Litecor, and becoming Mule Lighting, Inc.



LED-Flex™

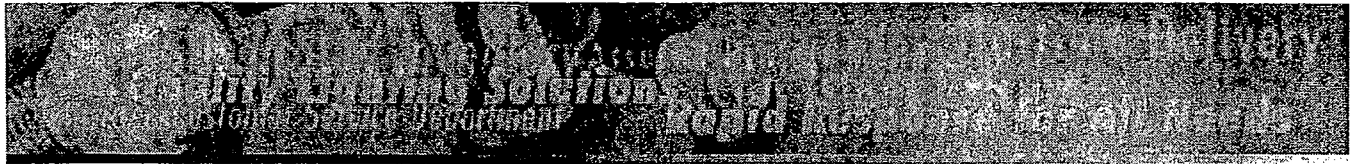
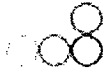
The LED Substitute for Neon
Lighting.



NFPA Life Safety Code

The synergistic combination of technical expertise and marketing know-how produced by that acquisition has led to many more innovative product developments by Mule Lighting, Inc. Today, our catalog showcases a broad line of lighting products (including emergency and exit, compact fluorescent, commercial and industrial lighting) and a range of battery products. Most recently, Mule's innovation has resulted in the design and development of an extensive new product line, an array of solid state LED lamps for a wide range of applications, from exit fixtures and emergency lighting units to decorative, accent and general purpose lighting.

Today Mule is enjoying unparalleled success as a well-established company with well over seventy years of battery manufacturing experience and more than thirty years of involvement with emergency lighting. We still retain sole source responsibility for the design, complete manufacture, sales, and service of all our products. Best of all, we still follow those tenets upon which we were founded- to manufacture quality products and back them with

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Classic Series

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The LED Substitute for Neon
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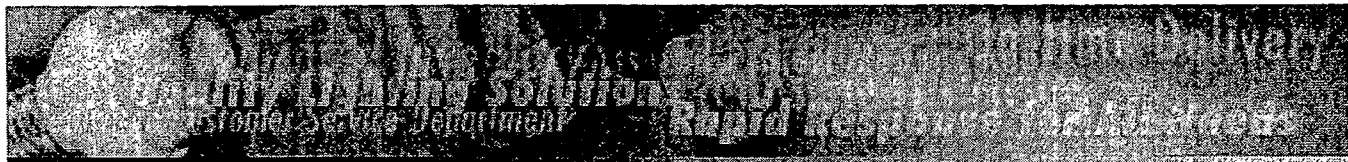
exemplary customer service. We trust your experience with Mule will find this to be true.

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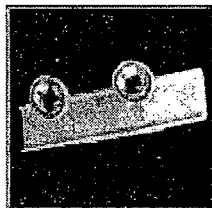
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Spring-Twister Series

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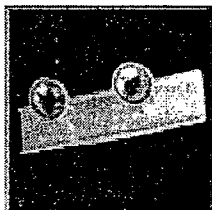
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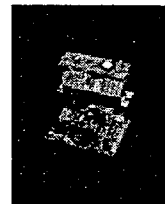
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Smartest Self-Diagnostics

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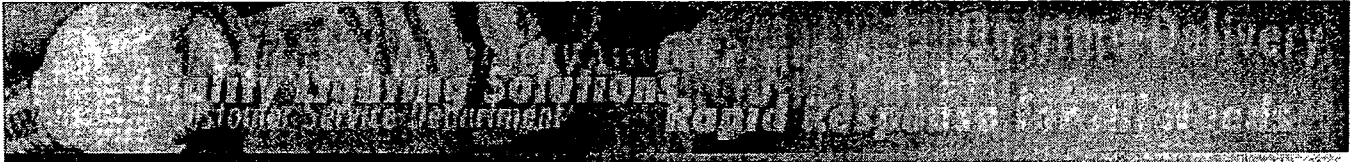
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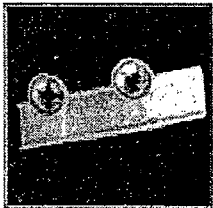
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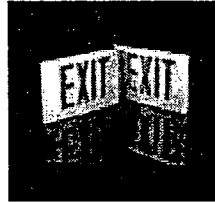


Select your LED Exit Signs product to view more information.

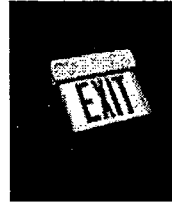


C Series

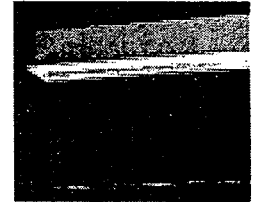
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Meridan Series



Renaissance Series



Precision Series



E-Star Series



ROBO Series



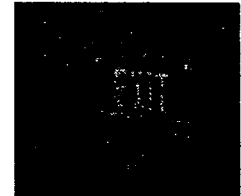
NEMA 4X Series - N4



Millennium Series



Classic Series



Pinnacle Series

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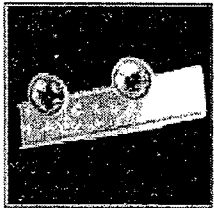
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Ever-Green Series

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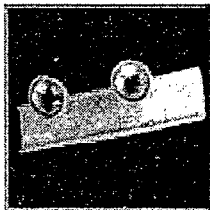
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Combination Series - Steel



Combination Series - Square Heads

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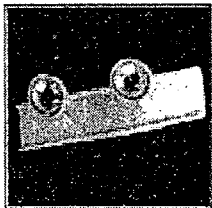
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Select your Emergency Lighting product to view more information.

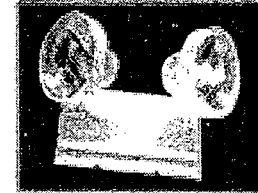


C Series

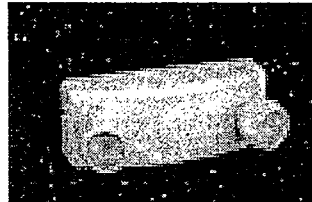
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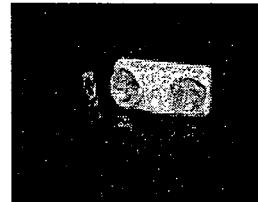
Econo-Lite Series



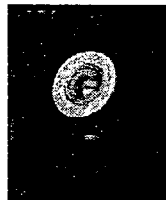
Lite-Way Series - BKEM-2A



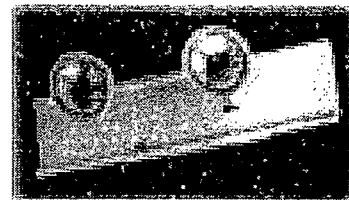
Radius Series



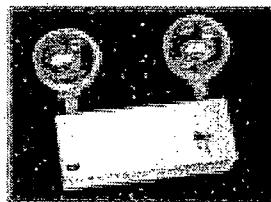
RT Series - Remote Testing



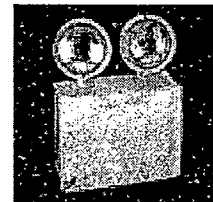
Recessed Series - Gimbal



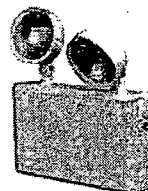
C Series



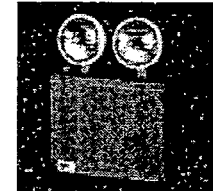
EC Series



X Series



KES Series



NEMA 4X Series - NM4



Embassy Series

Remote Heads & Fixtures

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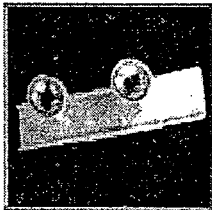
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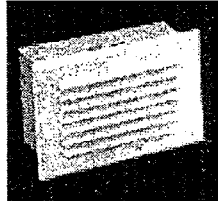
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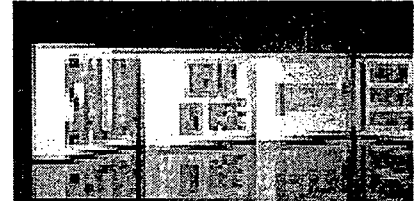
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C Series



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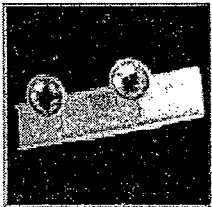
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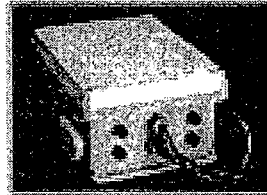


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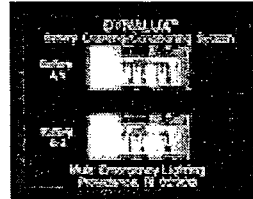


C Series

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Mariner Series - DD



Mariner Series - SD



Mariner Series - W

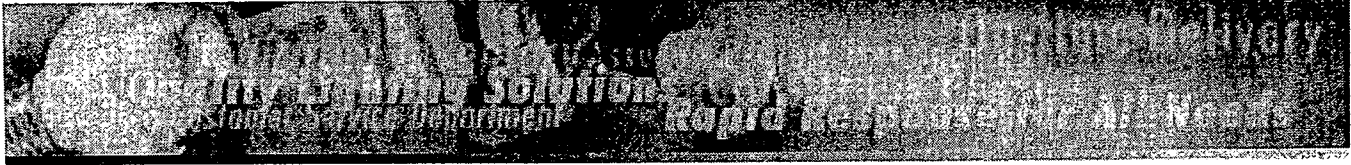
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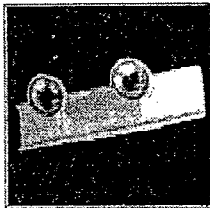
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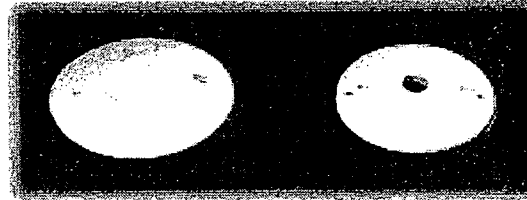
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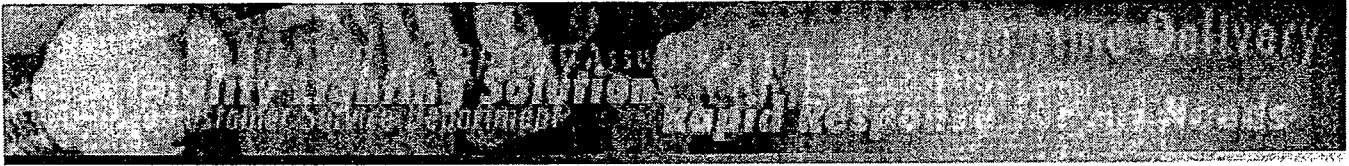
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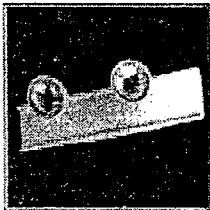
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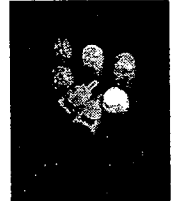
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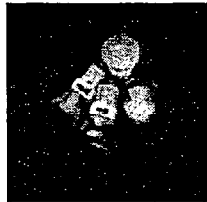
LEDison Series



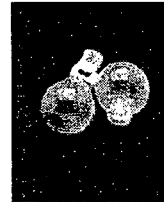
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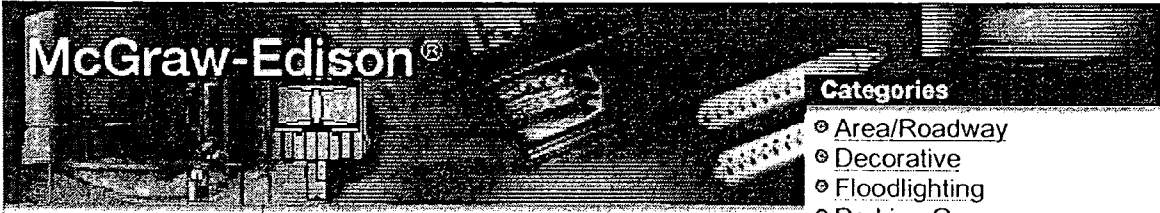
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Performance and aesthetics for outdoor HID lighting needs

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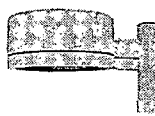
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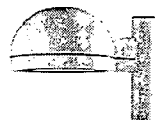
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CIRRUS

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ZD
CREDENZA

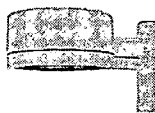
ARCHITECTURAL AREA LUMINAIRE

High Pressure Sodium (HPS)



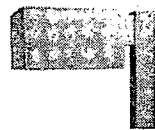
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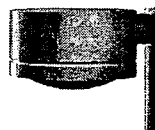
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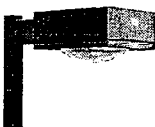
CLM
CLM SQUARE

ARCHITECTURAL AREA LUMINAIRE



GR
GALLERIA ROUND

ARCHITECTURAL AREA LUMINAIRE



GSS/GSM/GSL
GALLERIA SQUARE

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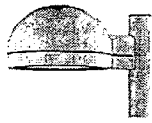


LND
LANDAU

LARGE AREA LIGHT

ZD

ARCHITECTURAL AREA



CREDENZA

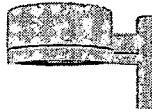
LUMINAIRE

Metal Halide (MH)



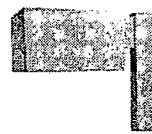
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ARCHITECTURAL AREA
LUMINAIRE



**CI
CIRRUS**

ARCHITECTURAL AREA
LUMINAIRE



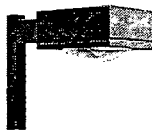
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CLM SQUARE**

ARCHITECTURAL AREA
LUMINAIRE



**GR
GALLERIA ROUND**

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LUMINAIRE



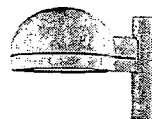
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ARCHITECTURAL AREA
LUMINAIRE



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LARGE AREA LIGHT



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Pulse Start Metal Halide



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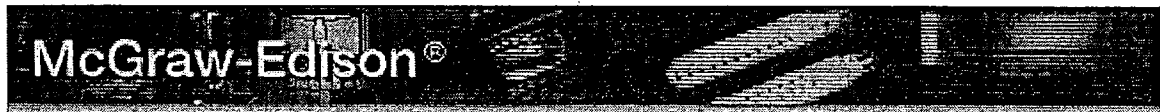
LARGE AREA LIGHT

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DECORATIVE LUMINAIRE



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GAT-C
GENERATION SERIES ARCHITECTURAL CUTOFF

DECORATIVE LUMINAIRE



GAT-C AVENUE
GENERATION SERIES AVENUE CUTOFF

DECORATIVE LUMINAIRE



GLC-C
GENERATION SERIES CLASSICAL CUTOFF

DECORATIVE LUMINAIRE

High Pressure Sodium (HPS)



ARN
ACORN

DECORATIVE LUMINAIRE



BKG
BRECKENRIDGE

POST-TOP AREA LUMINAIRE



CAC
Cascade

GAR

ACORN DECORATIVE

	GENERATION SERIES	LUMINAIRE
	<u>GAR-1</u> GENERATION SERIES	ACORN DECORATIVE LUMINAIRE
	<u>GAR-2</u> GENERATION SERIES	ACORN DECORATIVE LUMINAIRE
	<u>GAR-3</u> GENERATION SERIES	ACORN DECORATIVE LUMINAIRE
	<u>GAR-C</u> GENERATION SERIES ACORN CUTOFF	DECORATIVE LUMINAIRE
	<u>GAT</u> GENERATION SERIES	ARCHITECTURAL DECORATIVE LUMINAIRE
	<u>GAT AVENUE</u> GENERATION SERIES AVENUE	DECORATIVE LUMINAIRE
	<u>GAT-1</u> GENERATION SERIES	ARCHITECTURAL DECORATIVE LUMINAIRE
	<u>GAT-2</u> GENERATION SERIES	ARCHITECTURAL DECORATIVE LUMINAIRE
	<u>GAT-3</u> GENERATION SERIES	ARCHITECTURAL DECORATIVE LUMINAIRE
	<u>GAT-C</u> GENERATION SERIES ARCHITECTURAL CUTOFF	DECORATIVE LUMINAIRE
	<u>GAT-C AVENUE</u> GENERATION SERIES AVENUE CUTOFF	DECORATIVE LUMINAIRE



GLC
GENERATION SERIES

CLASSICAL DECORATIVE
LUMINAIRE



GLC-1
GENERATION SERIES

CLASSICAL DECORATIVE
LUMINAIRE



GLC-2
GENERATION SERIES

CLASSICAL DECORATIVE
LUMINAIRE



GLC-3
GENERATION SERIES

CLASSICAL DECORATIVE
LUMINAIRE



GLC-C
**GENERATION SERIES
CLASSICAL CUTOFF**

DECORATIVE LUMINAIRE



MNC
MANCHESTER

DECORATIVE GLASS
LUMINAIRE



NHN
NEW HAVEN

POST-TOP AREA
LUMINAIRE



TRD
DAYFORM TRADITIONAIRE

POST-TOP AREA
LUMINAIRE



TRR
TRADITIONAIRE

POST-TOP AREA
LUMINAIRE



WBG
WOODBIDGE

POST-TOP AREA
LUMINAIRE

Metal Halide (MH)



ARN
ACORN

DECORATIVE LUMINAIRE

BKG
BRECKENRIDGE

POST-TOP AREA
LUMINAIRE



CAC
Cascade



GAR
GENERATION SERIES

ACORN DECORATIVE
LUMINAIRE



GAR-1
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LUMINAIRE



GAR-2
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GAR-3
GENERATION SERIES

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LUMINAIRE



GAR-C
**GENERATION SERIES ACORN
CUTOFF**

DECORATIVE LUMINAIRE



GAT
GENERATION SERIES

ARCHITECTURAL
DECORATIVE LUMINAIRE



GAT AVENUE
**GENERATION SERIES
AVENUE**

DECORATIVE LUMINAIRE



GAT-1
GENERATION SERIES

ARCHITECTURAL
DECORATIVE LUMINAIRE



GAT-2
GENERATION SERIES

ARCHITECTURAL
DECORATIVE LUMINAIRE



GAT-3
GENERATION SERIES

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	<u>GAT-C</u> GENERATION SERIES ARCHITECTURAL CUTOFF	DECORATIVE LUMINAIRE
	<u>GAT-C AVENUE</u> GENERATION SERIES AVENUE CUTOFF	DECORATIVE LUMINAIRE
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	<u>GLC-C</u> GENERATION SERIES CLASSICAL CUTOFF	DECORATIVE LUMINAIRE
	<u>MNC</u> MANCHESTER	DECORATIVE GLASS LUMINAIRE
	<u>NHN</u> NEW HAVEN	POST-TOP AREA LUMINAIRE
	<u>TRD</u> DAYFORM TRADITIONAIRE	POST-TOP AREA LUMINAIRE
	<u>TRR</u> TRADITIONAIRE	POST-TOP AREA LUMINAIRE
	<u>WBG</u> WOODBIDGE	POST-TOP AREA LUMINAIRE

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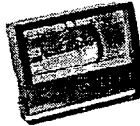
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ALF
ACURA SLIPFITTER

LARGE SLIPFITTER-MOUNTED FLOODLIGHT



ALF
ACURA

LARGE YOKE-MOUNTED FLOODLIGHT



AMF
ACURA YOKE

MEDIUM YOKE-MOUNTED FLOODLIGHT



AMF
ACURA SLIPFITTER

MEDIUM SLIPFITTER-MOUNTED FLOODLIGHT



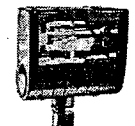
ASF
ACURA YOKE

SMALL SLIPFITTER-MOUNTED FLOODLIGHT



ASF
ACURA KNUCKLE

SMALL KNUCKLE-MOUNTED FLOODLIGHT



ASF
ACURA SLIPFITTER

SMALL YOKE-MOUNTED FLOODLIGHT

Metal Halide (MH)



ALF
ACURA SLIPFITTER

LARGE SLIPFITTER-MOUNTED FLOODLIGHT

ALF

LARGE YOKE-MOUNTED



ACURA

FLOODLIGHT



**AMF
ACURA YOKE**

MEDIUM YOKE-MOUNTED
FLOODLIGHT



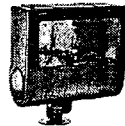
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ACURA SLIPFITTER**

MEDIUM SLIPFITTER-
MOUNTED FLOODLIGHT



**ASF
ACURA YOKE**

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**ASF
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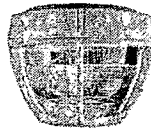
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Fluorescent



PSC
PARKING GARAGE LUMINAIRE

PARKING GARAGE LUMINAIRE



PSL
PARKING STRUCTURE LUMINAIRE

PARKING STRUCTURE LUMINAIRE

High Pressure Sodium (HPS)



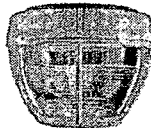
GS
GALLERIA PARKING LUMINAIRE

PARKING LUMINAIRE



PSC
PARKING GARAGE LUMINAIRE

PARKING GARAGE LUMINAIRE



PSL
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Metal Halide (MH)



GS
GALLERIA PARKING LUMINAIRE

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PSC
PARKING GARAGE LUMINAIRE

PARKING GARAGE LUMINAIRE



PSL
PARKING STRUCTURE LUMINAIRE

PARKING STRUCTURE LUMINAIRE

Pulse Start Metal Halide



PSC
**PARKING GARAGE
LUMINAIRE**

PARKING GARAGE
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PSL
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BSC/BRC
BOLLARD SERIES

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PATHWAY LUMINAIRE



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<u>DECORATIVE</u>	12'-18" MOUNTING HEIGHT
DECORATIVE ALUMINUM	
<u>FTS</u>	21'-41" MOUNTING HEIGHT
FLUTED TAPERED STEEL	
<u>HTS</u>	20'-39" MOUNTING HEIGHT
HINGED TAPERED STEEL	
<u>RSA</u>	8'-20" MOUNTING HEIGHT
ROUND STRAIGHT ALUMINUM	
<u>RTA</u>	10'-50" MOUNTING HEIGHT
ROUND TAPERED ALUMINUM	
<u>RTS</u>	20'-50" MOUNTING HEIGHT
ROUND TAPERED STEEL-MCGRAW	
<u>SSA</u>	8'-35" MOUNTING HEIGHT
SQUARE STRAIGHT ALUMINUM	
<u>SSS</u>	10'-39" MOUNTING HEIGHT
SQUARE STRAIGHT STEEL	
<u>STS</u>	20'-39" MOUNTING HEIGHT
SQUARE TAPERED STEEL	

COOPER CONNECTION	SEARCH COOPER INDUSTRIES TRIP	COOPER INDUSTRIAL HOME	COOPER
Home	About Cooper	The SOURCE	FAQs
Site Index	What's New	Get Updates	Application Gallery
Search Products	Tools	Where To Buy	

COOPER Lighting

McGraw-Edison®

Solutions

Customers

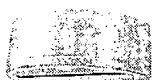
Brands

- Halo
- Portfolio
- Metalux
- Neo-Ray
- Corelite
- Lumark
- McGraw-Edison
- Sure-Lites
- Fail-Safe
- Iris
- AtLite
- Lumière
- MWS
- Streetworks
- CooperLED
- International
- Regent
- Shaper
- Invue
- RSA

⊗ [New Search](#)

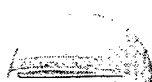
You searched for: **MCGRAW-EDISON, WALL MOUNT**

Compact Fluorescent



CWS
CIRRUS WALL SCONCE

WALL MOUNTED
LUMINAIRE



ZDW
CREDENZA WALL SCONCE

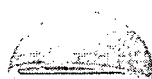
WALL MOUNTED
LUMINAIRE

High Pressure Sodium (HPS)



CWS
CIRRUS WALL SCONCE

WALL MOUNTED
LUMINAIRE



ZDW
CREDENZA WALL SCONCE

WALL MOUNTED
LUMINAIRE

Metal Halide (MH)



CWS
CIRRUS WALL SCONCE

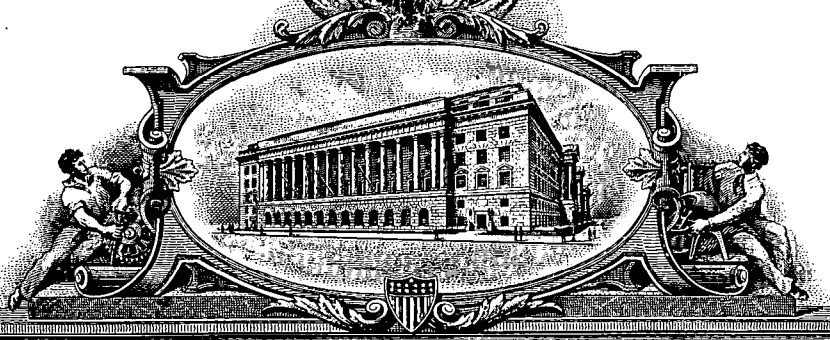
WALL MOUNTED
LUMINAIRE



ZDW
CREDENZA WALL SCONCE

WALL MOUNTED
LUMINAIRE

1258438



THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:
UNITED STATES DEPARTMENT OF COMMERCE**

United States Patent and Trademark Office

December 10, 2004

THE ATTACHED U.S. TRADEMARK REGISTRATION 2,015,393 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.


REGISTERED FOR A TERM OF 10 YEARS FROM *November 12, 1996*
SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

*MCGRAW-EDISON COMPANY
A DELAWARE CORPORATION*



By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS


N. WILLIAMS
Certifying Officer



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

December 14, 2004

THE ATTACHED U.S. TRADEMARK REGISTRATION 372,127 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 20 YEARS FROM *October 24, 1939*
3rd RENEWAL FOR A TERM OF 10 YEARS FROM *October 24, 1999*

SAID RECORDS SHOW TITLE TO BE IN:

MCGRAW EDISON COMPANY
A DELAWARE CORPORATION

By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS



W. Montgomery
W. MONTGOMERY
Certifying Officer

Int. Cl.: 9

Prior U.S. Cl.: 21

Reg. No. 372,127

United States Patent and Trademark Office

Registered Oct. 24, 1939

10 Year Renewal

Renewal Term Begins Oct. 24, 1999

**TRADEMARK
PRINCIPAL REGISTER**

EDISON

MCGRAW-EDISON COMPANY (DELA-
WARE CORPORATION)
P.O. BOX 4446
HOUSTON, TX 77210. BY ASSIGNMENT,
BY ASSIGNMENT, BY ASSIGNMENT
THOMAS A. EDISON, INC. (NEW
JERSEY CORPORATION) WEST
ORANGE, NJ

OWNER OF U.S. REG. NO. 259,035.
FOR: ELECTRICAL SWITCHES AND
ELECTRICAL RELAYS., IN CLASS 21
(INT. CL. 9).
FIRST USE 7-23-1936; IN COMMERCE
7-23-1936.

SER. NO. 71-418,443, FILED 4-19-1939.

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Apr. 18, 2000.*

COMMISSIONER OF PATENTS AND TRADEMARKS

UNITED STATES PATENT OFFICE

Thomas A. Edison, Incorporated,
West Orange, N. J.

Act of February 20, 1905

Application April 19, 1939, Serial No. 418,433

EDISON

STATEMENT

To the Commissioner of Patents:

Thomas A. Edison, Incorporated, a corporation duly organized under the laws of the State of New Jersey and located at West Orange, New Jersey, and doing business at 51 Lakeside Avenue, West Orange, New Jersey, has adopted and used the trade-mark shown in the accompanying drawing, for ELECTRICAL SWITCHES AND ELECTRICAL RELAYS, in Class 21, Electrical apparatus, machines, and supplies, and presents herewith five specimens showing the trade-mark as actually used by applicant upon the goods and requests that the same be registered in the United States Patent Office in accordance with the act of February 20, 1905, as amended. The trade-mark has been continuously used and applied to said goods in applicant's business since July 23, 1936. The trade-mark is applied or affixed to the goods by securing to the goods plates bearing the trade-mark.

The trade-mark consists of the word "Edison".

Applicant is the owner of registration No. 259,035 dated July 23, 1929, effected on the ground of actual and exclusive use by the applicant of the mark shown therein on the goods recited in said registration as a trade-mark for ten years next preceding February 20, 1905, and the mark has been used by the applicant on the articles named in the present application in interstate and foreign commerce for at least one year.

The undersigned appoints Henry Lanahan, registration No. 9871, whose address is Edison Office Building, West Orange, New Jersey, its attorney, with full power of substitution and revocation, to prosecute this application for registration, to make alterations and amendments therein, to receive the certificate and to transact all business in the Patent Office in connection therewith.

THOMAS A. EDISON, INCORPORATED,

By F. C. ERWIN,

Secretary.

736273



THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:
UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

August 19, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 409,187 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 20 YEARS FROM *September 19, 1944*
2nd RENEWAL FOR A TERM OF 20 YEARS FROM *September 19, 1984***

SAID RECORDS SHOW TITLE TO BE IN:

***MCGRAW-EDISON COMPANY
A DE CORP***



**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

P. R. Grant
**P. R. GRANT
Certifying Officer**

Registered Sept. 19, 1944

Trade-Mark 409,187

UNITED STATES PATENT OFFICE

Thomas A. Edison, Incorporated, West Orange,
N. J.

Act of February 20, 1905

Application May 13, 1944, Serial No. 470,222

EDISON

STATEMENT

To the Commissioner of Patents:

Thomas A. Edison, Incorporated, a corporation duly organized under the laws of the State of New Jersey and located at West Orange, New Jersey, and doing business at 51 Lakeside Avenue, West Orange, New Jersey, has adopted and used the trade-mark shown in the accompanying drawing, for INDICATING INSTRUMENTS—NAMESLY, TEMPERATURE INDICATORS AND INDICATING INSTRUMENTS OR UNITS EACH COMPRISING AN ASSEMBLY OF A TEMPERATURE INDICATOR, A PRESSURE GAUGE, AND A DIFFERENTIAL PRESSURE GAUGE—in Class 26, Measuring and scientific appliances, and presents herewith five specimens showing the trade-mark as actually used by applicant upon the goods, and requests that the same be registered in the United States Patent Office in accordance with the act of February 20, 1905, as amended. The trade-mark has been continuously used and applied to said goods in applicant's business, in respect of temperature indicators since sometime in June 1940, and in respect of indicating instruments or units each comprising an assembly of a temperature indicator, a pressure gauge and a differential pressure gauge, since sometime in July 1940. The

trade-mark is applied or affixed to the goods by stamping or printing the same on plates which constitute the dials of said goods.

Applicant is the owner of registration No. 259,035 of July 23, 1929, effected on the ground of actual and exclusive use by the applicant of the mark shown therein on the goods recited in said registration as a trade-mark for 10 years next preceding February 20, 1905, and the mark has been used by the applicant on the goods named in the present application in interstate commerce for at least one year.

Applicant is also the owner of trade-mark registration No. 377,016 dated April 16, 1940.

The undersigned appoints Henry Lanahan, registration No. 9871, whose address is Edison Office Building, West Orange, New Jersey, its attorney, with full power of substitution and revocation, to prosecute this application for registration, to make alterations and amendments therein, to receive the certificate, and to transact all business in the Patent Office in connection therewith.

THOMAS A. EDISON, INCORPORATED,
By F. C. ERWIN,
Secretary.



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME;

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

August 23, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 1,288,874 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 20 YEARS FROM *August 07, 1984*
SECTION 8 & 15**

SAID RECORDS SHOW TITLE TO BE IN:

***MCGRAW-EDISON COMPANY
A DELAWARE CORPORATION***

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



L. Edelen

**L. EDELEN
Certifying Officer**

Int. Cl.: 11

Prior U.S. Cl.: 21

United States Patent and Trademark Office

Reg. No. 1,288,874

Registered Aug. 7, 1984

TRADEMARK
Principal Register

EDISON

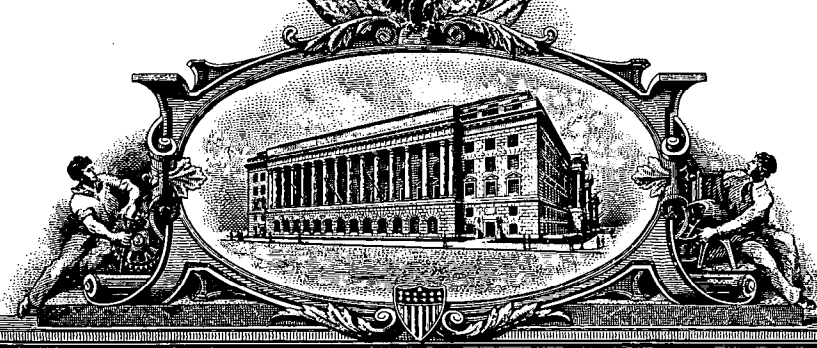
McGraw-Edison Company (Delaware corporation)
One Continental Towers
1701 Golf Rd.
Rolling Meadows, Ill. 60008

For: INDOOR AND OUTDOOR ELECTRIC
LIGHT FIXTURES, in CLASS 11 (U.S. Cl. 21).
First use Sep. 1974; in commerce Sep. 1974.
Sec. 2(f).

Ser. No. 438,434, filed Aug. 8, 1983.

ABRAM I. SACHS, Examining Attorney

736273



THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:
UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

August 19, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 1,636,822 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *March 05, 1991*
1st RENEWAL FOR A TERM OF 10 YEARS FROM *March 05, 2001*
SECTION 8 & 15**

SAID RECORDS SHOW TITLE TO BE IN:

***MCGRAW-EDISON COMPANY
A DE CORP***



**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

P. R. Grant
P. R. GRANT
Certifying Officer

Int. Cl.: 11

Prior U.S. Cl.: 21

United States Patent and Trademark Office **Reg. No. 1,636,822**
Registered Mar. 5, 1991

**TRADEMARK
PRINCIPAL REGISTER**

EDISON

COOPER INDUSTRIES, INC. (OHIO CORPORATION)
P.O. BOX 4446
HOUSTON, TX 77210

FOR: ELECTRICAL LIGHTING FIXTURES,
IN CLASS 11 (U.S. CL. 21).
FIRST USE 8-24-1987; IN COMMERCE
8-24-1987.

OWNER OF U.S. REG. NO. 1,288,874.

THE DRAWING IS LINED FOR THE COLOR
RED AND SAID COLOR IS CLAIMED AS
PART OF THE MARK.

SER. NO. 73-839,197, FILED 11-14-1989.

J. TINGLEY, EXAMINING ATTORNEY

736273

THE UNITED STATES OF AMERICA

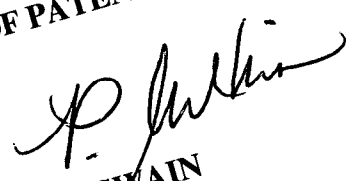
TO ALL TO WHOM THESE PRESENTS SHALL COME:
UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

August 19, 2004

THE ATTACHED U.S. TRADEMARK REGISTRATION 1,644,681 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 10 YEARS FROM May 14, 1991
1st RENEWAL FOR A TERM OF 10 YEARS FROM May 14, 2001
SECTION 8 & 15
SAID RECORDS SHOW TITLE TO BE IN:
MCGRAW-EDISON COMPANY
A DELAWARE CORPORATION

By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS


P. SWAIN
Certifying Officer



Int. Cl.: 42

Prior U.S. Cl.: 100

United States Patent and Trademark Office **Reg. No. 1,644,681**
Registered May 14, 1991

**SERVICE MARK
PRINCIPAL REGISTER**

THOMAS A. EDISON TECHNICAL CENTER

COOPER INDUSTRIES, INC. (OHIO CORPORATION)
P.O. BOX 4446
HOUSTON, TX 77210

FOR: ELECTRICAL TESTING AND ANALYTICAL SERVICES FOR THE ELECTRIC POWER GENERATION, TRANSMISSION AND DISTRIBUTION INDUSTRY, IN CLASS 42 (U.S. CL. 100).

FIRST USE 12-0-1959; IN COMMERCE 12-0-1965.

OWNER OF U.S. REG. NOS. 33,236, 985,365 AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TECHNICAL CENTER", APART FROM THE MARK AS SHOWN.

SER. NO. 73-838,893, FILED 11-13-1989.

JAMES F. VOEGELI, EXAMINING ATTORNEY

736273



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

August 19, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 2,443,841 IS
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH
REGISTRATION IS IN FULL FORCE AND EFFECT.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *April 17, 2001*
SAID RECORDS SHOW TITLE TO BE IN: *Registrant***

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



**P. SWAIN
Certifying Officer**

Int. Cl.: 11

Prior U.S. Cls.: 13, 21, 23, 31 and 34

United States Patent and Trademark Office

Reg. No. 2,443,841

Registered Apr. 17, 2001

**TRADEMARK
PRINCIPAL REGISTER**

The image shows a stylized, handwritten signature of "Thomas A. Edison" in black ink. The signature is written in a cursive script with a prominent flourish above the name.

MCGRAW-EDISON COMPANY (DELAWARE
CORPORATION)
600 TRAVIS STREET
HOUSTON, TX 77002

OWNER OF U.S. REG. NOS. 372,127, 1,644,681 AND
OTHERS.

FOR: ELECTRIC LIGHTING FIXTURES AND
COMPONENTS THEREFOR; NAMELY, ELECTRIC
BALLASTS, ELECTRICAL TRANSFORMERS AND
TRACK LIGHTING UNITS, IN CLASS 11 (U.S. CLS.
13, 21, 23, 31 AND 34).

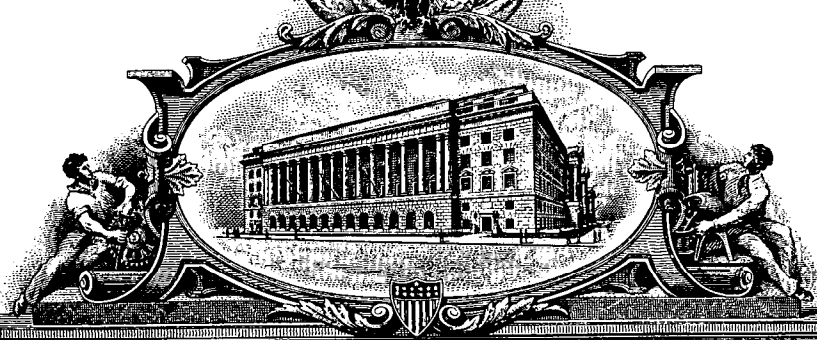
THE MARK CONSISTS OF THE SIGNATURE OF
"THOMAS A. EDISON".

SER. NO. 75-714,374, FILED 5-26-1999.

FIRST USE 1-0-1958; IN COMMERCE 1-0-1958.

SARAH OTTE, EXAMINING ATTORNEY

1258438



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

December 13, 2004

THE ATTACHED U.S. TRADEMARK REGISTRATION 2,495,399 IS
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH
REGISTRATION IS IN FULL FORCE AND EFFECT.

REGISTERED FOR A TERM OF 10 YEARS FROM *October 09, 2001*
SAID RECORDS SHOW TITLE TO BE IN: *Registrant*

By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS



S. Montgomery
W. MONTGOMERY
Certifying Officer

Int. Cl.: 11

Prior U.S. Cls.: 13, 21, 23, 31 and 34

United States Patent and Trademark Office

Reg. No. 2,495,399

Registered Oct. 9, 2001

**TRADEMARK
PRINCIPAL REGISTER**

THOMAS A. EDISON

**MCGRAW-EDISON COMPANY (DELAWARE
CORPORATION)
600 TRAVIS STREET
HOUSTON, TX 77002**

FIRST USE 1-0-1958; IN COMMERCE 1-0-1958.

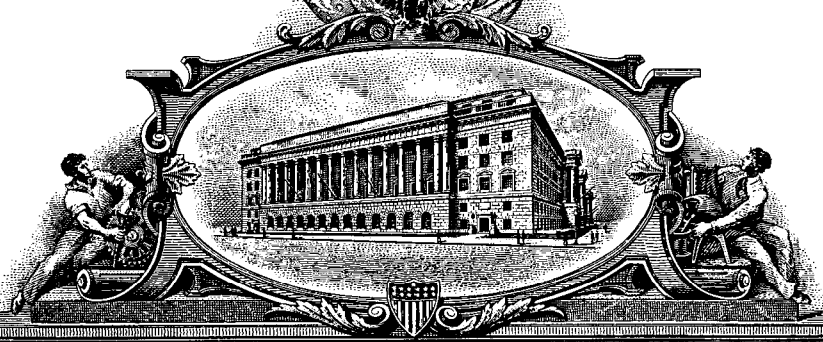
**OWNER OF U.S. REG. NOS. 372,127, 1,746,302 AND
OTHERS.**

**FOR: ELECTRIC LIGHTING FIXTURES AND
COMPONENTS THEREFOR; NAMELY, ELECTRIC
BALLASTS, ELECTRICAL TRANSFORMERS AND
TRACK LIGHTING UNITS, IN CLASS 11 (U.S. CLS.
13, 21, 23, 31 AND 34).**

SER. NO. 75-714,373, FILED 5-26-1999.

SARAH OTTE, EXAMINING ATTORNEY

1258438



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

December 13, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 2,726,711 IS
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH
REGISTRATION IS IN FULL FORCE AND EFFECT.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *June 17, 2003*
SAID RECORDS SHOW TITLE TO BE IN: *Registrant***

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



W. Montgomery
W. MONTGOMERY
Certifying Officer

Int. Cl.: 11

Prior U.S. Cls.: 13, 21, 23, 31 and 34

Reg. No. 2,726,711

United States Patent and Trademark Office

Registered June 17, 2003

**TRADEMARK
PRINCIPAL REGISTER**

EDISON

MCGRAW-EDISON COMPANY (DELAWARE
CORPORATION)
600 TRAVIS STREET
HOUSTON, TX 77002

FOR: ELECTRIC KITCHEN APPLIANCES FOR
DOMESTIC USE; NAMELY, COUNTER-TOP
TOASTER, BROILER AND COOKING OVENS,
ELECTRIC SKILLETS AND COFFEE MAKERS
AND COFFEE URNS, IN CLASS 11 (U.S. CLS. 13,
21, 23, 31 AND 34).

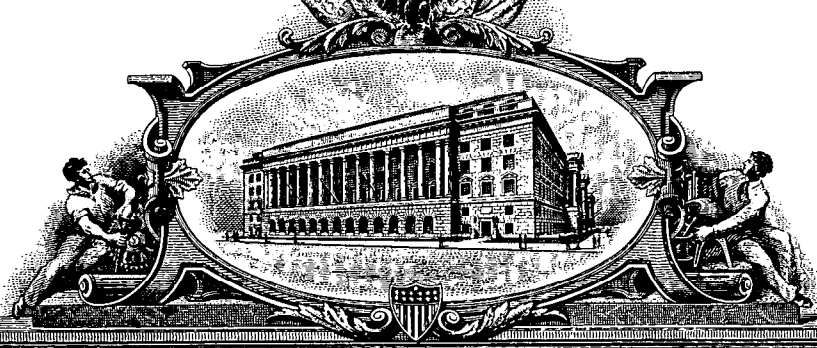
FIRST USE 12-6-2001; IN COMMERCE 12-6-2001.

OWNER OF U.S. REG. NOS. 372,127, 2,495,399 AND
OTHERS.

SER. NO. 76-381,492, FILED 3-12-2002.

EDWARD NELSON, EXAMINING ATTORNEY

1258438



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

December 13, 2004

THE ATTACHED U.S. TRADEMARK REGISTRATION 2,294,981 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 10 YEARS FROM *November 30, 1999*

SAID RECORDS SHOW TITLE TO BE IN:

***COOPER TECHNOLOGIES COMPANY
A DELAWARE CORPORATION***

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



W. Montgomery
W. MONTGOMERY
Certifying Officer

Int. Cl.: 11

Prior U.S. Cls.: 13, 21, 23, 31 and 34

Reg. No. 2,294,981

United States Patent and Trademark Office

Registered Nov. 30, 1999

**TRADEMARK
PRINCIPAL REGISTER**

MCGRAW-EDISON

**MCGRAW-EDISON COMPANY (TEXAS COR-
PORATION)
600 TRAVIS, SUITE 5800
HOUSTON, TX 77210 , BY ASSIGNMENT; BY
ASSIGNMENT COOPER INDUSTRIES, INC.
(OHIO CORPORATION) HOUSTON, TX 77002**

**FIRST USE 6-9-1958; IN COMMERCE
6-9-1958.**

SER. NO. 75-362,764, FILED 9-25-1997.

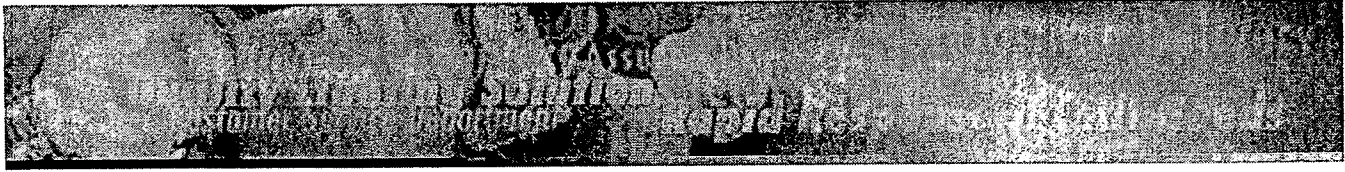
**FOR: ELECTRICAL LIGHTING FIXTURES,
IN CLASS 11 (U.S. CLS. 13, 21, 23, 31 AND 34).**

**JANICE L. MCMORROW, EXAMINING AT-
TORNEY**

4

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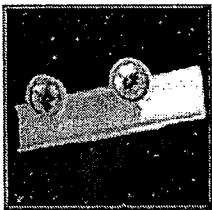
[Partner Login](#) | [Partner Register](#)



[COMPANY INFO](#) [OUR CATALOG](#) [SALES REPS](#) [TECHNICAL SUPPORT](#) [INDUSTRY LINKS](#) [CONTACT](#)



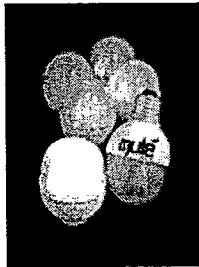
CATEGORY: dynaLUX®LED Bulbs
LEDison Series



C Series

Enter Zip Code
to locate Rep

Product Overview



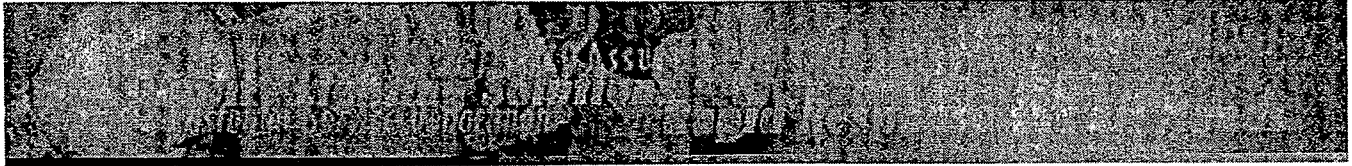
Our patented LEDison® Series of LED lamps is a breakthrough design. Now energy conservation is possible for most forms of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Ideal for use in decorative, indicator, task, medical and marine applications. LEDison Series LED lamps are available in a number of colors and color combinations. Special high-abuse versions, with a sealed circuit board design, are available for the most extreme applications. Mule personnel are always available to work with customers on any special requirements.

BENEFITS AND FEATURES

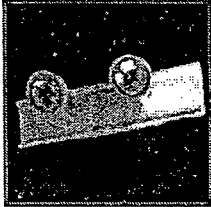
- Long life, up to 100,000+ hours
- Significantly reduces maintenance costs
- Standard bulbs consume under 1 watt
- Electricity consumption reduced 80-90%
- Vibration resistant, solid state electronic circuitry
- Internal TVS surge protection
- Low heat generation saves HVAC operating costs
- Variety of sharp, vibrant colors and luminance outputs available
- Wide range of voltages (12 VDC - 277 VAC)
- 120 VAC standard

SPECIFIC APPLICATIONS

- Lobby lighting
- Cabinet/under cabinet
- Hotel lighting
- Step lighting
- High ceilings
- Cove lighting
- Chandeliers
- Wall sconces
- Display cases
- Column lights
- Signage
- Carnival rides
- Nurse call lights
- Signal lighting
- Solar lighting
- Pathway lighting



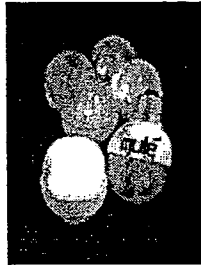
CATEGORY: dynaLUX® LED Bulbs
LEDison Series



C Series

Enter Zip Code
to locate Rep

Product Overview



Our patented LEDison® Series of LED lamps is a breakthrough design. Now energy conservation is possible for most forms of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Ideal for use in decorative, indicator, task, medical and marine applications. LEDison Series LED lamps are available in a number of colors and color combinations. Special high-abuse versions, with a sealed circuit board design, are available for the most extreme applications. Mule personnel are always available to work with customers on any special requirements.

BENEFITS AND FEATURES

- Long life, up to 100,000+ hours
- Significantly reduces maintenance costs
- Standard bulbs consume under 1 watt
- Electricity consumption reduced 80-90%
- Vibration resistant, solid state electronic circuitry
- Internal TVS surge protection
- Low heat generation saves HVAC operating costs
- Variety of sharp, vibrant colors and luminance outputs available
- Wide range of voltages (12 VDC - 277 VAC)
- 120 VAC standard

SPECIFIC APPLICATIONS

- Lobby lighting
- Cabinet/under cabinet
- Hotel lighting
- Step lighting
- High ceilings
- Cove lighting
- Chandeliers
- Wall sconces
- Display cases
- Column lights
- Signage
- Carnival rides
- Nurse call lights
- Signal lighting
- Solar lighting
- Pathway lighting

LEDison® Series Energy Efficient Long Life

**LET MULE
DESIGN A LAMP
FOR YOUR NEEDS**

Our patented LEDison® Series of LED lamps is a breakthrough design. Now energy conservation is possible for most forms of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Ideal for use in decorative, indicator, task, medical and marine applications.

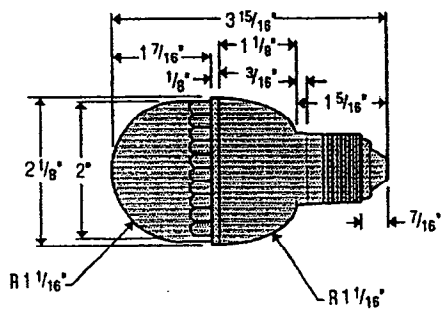
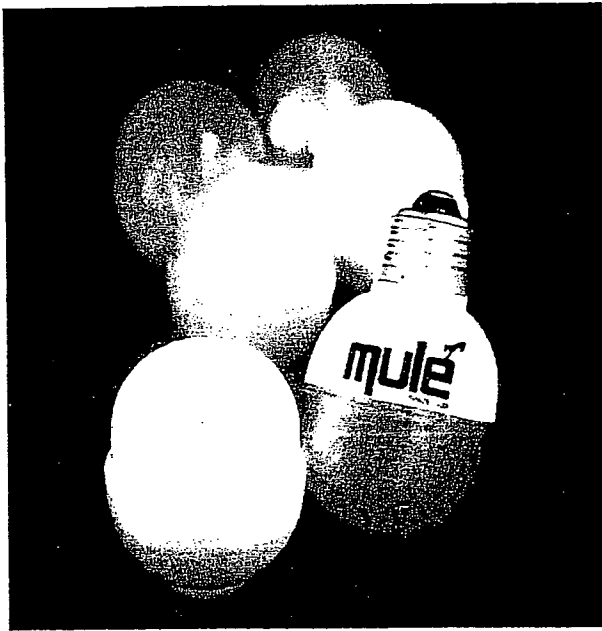
LEDison Series LED lamps are available in a number of colors and color combinations. Special high-abuse versions, with a sealed circuit board design, are available for the most extreme applications. Mule personnel are always available to work with customers on any special requirements.

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- 120 VAC standard
- Medium base standard
- Investment payback within 1 year
- Replaces 10-60 watt incandescent bulbs

SPECIFIC APPLICATIONS

- Lobby lighting
- Hotel lighting
- High ceilings
- Chandeliers
- Display cases
- Signage
- Nurse call lights
- Solar lighting
- Cabinet/under cabinet
- Step lighting
- Cove lighting
- Wall sconces
- Column lights
- Carnival rides
- Signal lighting
- Pathway lighting



BULB WEIGHT: 2 OZ.
PACKAGING: 12 PER CASE

ORDERING INFORMATION

Model	Color	Voltage*	Lens	Options
LED	A = Amber R = Red G = Green B = Blue CW = Cool White (8000K) WW = Warm White (4500K)	120 = 120 VAC 277 = 277 VAC 12 = 12 VDC 24 = 24 VDC	FR = Frosted CL = Clear	WP = Weatherproof SO = Special Order**

Ordering Example: LED-WW-120-FR-SO

*International voltages available.
**We welcome the opportunity to custom design an LED bulb to exactly meet customer requirements. We have the ability to increase or decrease the light output, change the lens material and color, and/or alter the overall shape.

EZ-SPEC
Go to www.mulelighting.com

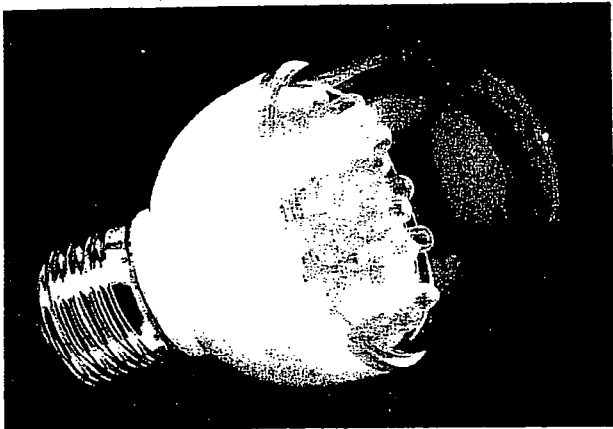


EDison™ SERIES

Energy Efficient
Long Life

LEDison™ SERIES of LED lamps is a breakthrough design. Now energy conservation is possible for most uses of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Often used in Factory, Task, Medical and Marine applications. Be the first in your industry.

**** LET MULE DESIGN A LAMP FOR YOUR NEEDS ****



BENEFITS & FEATURES

- Replaces incandescent bulbs
- Long life reliability
- 110-130 VAC (call for other voltages)
- 360° Visibility
- Rugged thermoplastic housing
- Even illumination
- Reduces maintenance – fewer lamp changes
- Edison E-26 base (standard socket)

LEDison™ SERIES LED lamps are available in a number of colors and color combinations. Special high abuse versions, with a sealed circuit board design, are available for the most extreme applications. Mule personnel are always available to work with customers on any special requirements.

ORDERING INFORMATION

STANDARD APPLICATIONS

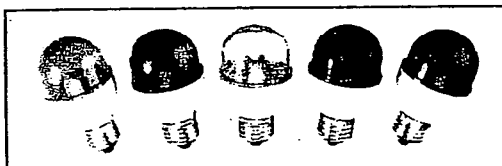
Model	Color	Voltage*	Visibility	Wattage
LIL0001-A		110-130	360°	1.6
LIL0002-R	RED	110-130	360°	1.1
LIL0003-G	GREEN	110-130	360°	1.9
LIL0004-B	BLUE	110-130	360°	1.2
LIL0005-W	WHITE	110-130	360°	1.1

HIGH ABUSE APPLICATIONS**

Model	Color	Voltage*	Visibility	Wattage
HALIL0001-A		110-130	360°	1.6
HALIL0002-R	RED	110-130	360°	1.1
HALIL0003-G	GREEN	110-130	360°	1.9
HALIL0004-B	BLUE	110-130	360°	1.2
HALIL0005-W	WHITE	110-130	360°	1.1

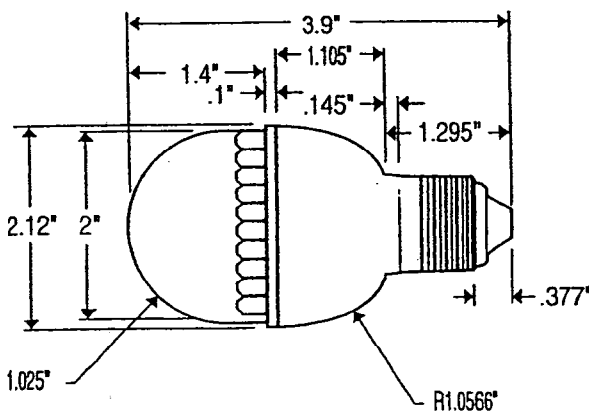
* Voltage levels can effect lamp brightness. 220-277V Available.

** Internal components are sealed against vibration and shock.



(PATENTS APPLIED FOR)

DIMENSIONAL DRAWING



**BULB WEIGHT: 2OZ.
PACKAGING: 12 PER CASE**

11 2002 " CATALOG

MULE-00033

LEDison® Series Energy Efficient Long Life

**LET MULE
DESIGN A LAMP
FOR YOUR NEEDS**

Our patented LEDison® Series of LED lamps is a breakthrough design. Now energy conservation is possible for most forms of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Ideal for use in decorative, indicator, task, medical and marine applications.

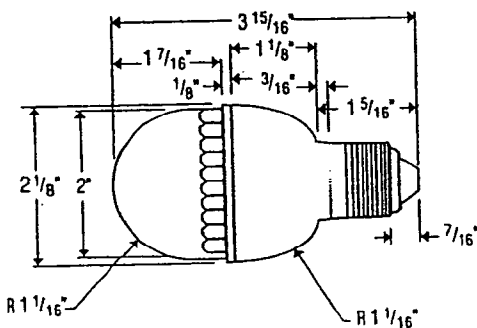
LEDison Series LED lamps are available in a number of colors and color combinations. Special high-abuse versions, with a sealed circuit board design, are available for the most extreme applications. Mule personnel are always available to work with customers on any special requirements.

BENEFITS AND FEATURES

- Long life, up to 100,000+ hours
- Significantly reduces maintenance costs
- Standard bulbs consume under 1 watt
- Electricity consumption reduced 80-90%
- Vibration resistant, solid state electronic circuitry
- Internal TVS surge protection
- Low heat generation saves HVAC operating costs
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- Wide range of voltages (12 VDC - 277 VAC)
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- Replaces 10-60 watt incandescent bulbs

SPECIFIC APPLICATIONS

- Lobby lighting
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- Wall sconces
- Column lights
- Carnival rides
- Signal lighting
- Pathway lighting



BULB WEIGHT: 2 OZ.
PACKAGING: 12 PER CASE

ORDERING INFORMATION

Model	Color	Voltage*	Lens	Options
LED	A = Amber R = Red G = Green B = Blue CW = Cool White (8000K) WW = Warm White (4500K)	120 = 120 VAC 277 = 277 VAC 12 = 12 VDC 24 = 24 VDC	FR = Frosted CL = Clear	WP = Weatherproof SO = Special Order**

Ordering Example: LED-WW-120-FR-SO

*International voltages available.

**We welcome the opportunity to custom design an LED bulb to exactly meet customer requirements. We have the ability to increase or decrease the light output, change the lens material and color, and/or alter the overall shape.



EZ-SPEC

Go to www.mulelighting.com

MULE-00034

800-556-7690

www.mulelighting.com



LEDison™ SERIES

EZ-SPEC Page

Energy Efficient & Long Life

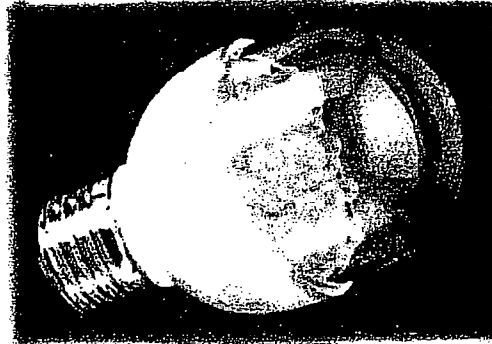
Order Here

The LEDison™ SERIES of LED lamps is a breakthrough design. Now energy conservation is possible for most forms of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Often used in Indicator, Task, Medical and Marine applications. Be the first in your industry.

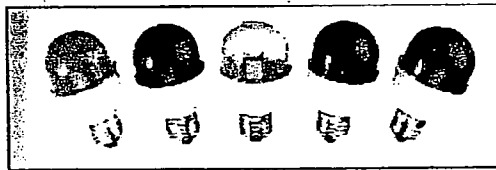
**** LET MULE DESIGN A LAMP FOR YOUR NEEDS ****

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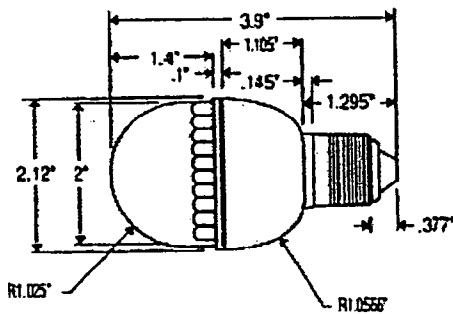


ORDERING INFORMATION

STANDARD APPLICATIONS

Model	Color	Voltage *	Visibility	Wattage
LIL0001-A		110-130	360	1.6
LIL0002-R	RED	110-130	360	1.1
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LIL0004-B	BLUE	110-130	360	1.2
LIL0005-W	WHITE	110-130	360	1.1

DIMENSIONAL DRAWING



BULB WEIGHT: 2OZ.
PACKAGING: 12 PER CASE

HIGH ABUSE APPLICATIONS**

Model	Color	Voltage *	Visibility	Wattage
HALIL0001-A		110-130	360	1.6
HALIL0002-R	RED	110-130	360	1.1
HALIL0003-G	GREEN	110-130	360	1.9
HALIL0004-B	BLUE	110-130	360	1.2
HALIL0005-W	WHITE	110-130	360	1.1

"1999" Web Page

MULE-00035

*** Voltage levels can effect lamp brightness. 220-277V
Available.**

**** Internal components are sealed against vibration and
shock.**



EZ-Spec™ interactive specification sheets are located at www.lightworld.com/ledison.htm

MULE-00036

4
 RUN DATE: 12/31/98
 RUN TIME: 3:21 PM

MULE EMERGENCY LIGHTING
 Inventory Control
 Year To Date Report

7
TOTAL UNIT SALES = 50

DEPARTMENT: 325

ITEM TYPE: P

ITEM #	P C	DESCRIPTION	UNITS	NET SALES AMOUNT	COST OF GOODS SOLD AMOUNT	% SALES	MARGIN AMOUNT	% SALES	AVG SELLING PRICE
949195	A	HALILO004-A	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
949159	A	HALILO002-R	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
949179	A	HALILO003-G	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
949200	A	HALILO004-B	1.00	47.05	16.80	44.06	29.85	55.92	47.0500
949250	A	LIL001-A-277VAC	1000.00	0.00	6000.00	0.00	6000.00	100.00	0.0000
949409	A	LIL002-R-277VAC	50.00	1179.50	300.00	25.43	879.50	74.57	23.5900
960001	A	HALILO005-W	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960002	A	H1	657.00	5691.26	2266.65	39.83	3424.61	60.17	8.6625
960002	A	H2	1118.00	8445.24	3532.88	41.83	4912.36	58.17	7.5539
960011	A	H-3 HEAD	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960012	A	H-4	4.00	42.00	14.32	34.10	27.68	65.90	10.5000
960013	A	H-4 12V METAL HEAD	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960020	A	H-5	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960025	A	H-6	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960026	A	VOLT METER	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960027	A	H-0	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960028	A	H-10 HEAD	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960029	A	H-11 HEAD	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960031	A	H 12V-12W HALOGEN	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960032	A	H 12V-8W	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960033	A	H14	667.00	6169.87	1667.50	27.03	4502.37	72.97	9.2502
960039	A	H-7	596.00	5248.62	2277.35	43.39	2971.27	56.61	8.8064
960040	E	CX-1-120-C-LED-SWHR	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960045	A	H-20	62.00	728.90	217.00	29.77	511.90	70.23	11.7565
960070	A	HM	12.00	147.60	48.00	32.52	99.60	67.48	12.3000
960075	A	HM	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960190	A	PP	2.00	72.90	57.12	78.35	15.78	21.65	36.4500
960192	A	PPH	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960220	A	ERI2	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960225	A	ERI1	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960235	A	ERF 12VDC	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960255	A	ERG	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960280	A	ERSG	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960300	A	H-36	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960310	A	CYL	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960682	X	PN	5.00	44.50	40.00	89.89	4.50	10.11	8.9000
960683	X	DCT	8.00	34.00	18.72	55.06	15.28	44.94	4.2500
960684	X	SPECIAL LETTERING	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960685	X	DCE	28.00	203.40	71.68	35.24	131.72	64.76	7.2643
960688	X	ALN	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960689	X	CANOPY, COMPLETE	662.00	2019.25	1092.30	54.09	926.95	45.91	3.0502
960689B	X	CANOPY, BLACK	12.00	33.40	19.80	59.28	13.60	40.72	2.7833
960690	X	DOUBLE FACE KIT	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960690	X	OP	0.00	0.00	0.00	0.00	0.00	0.00	0.0000

CONFIDENTIAL

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 076469

Source:

INVOICE DATE: 11/20/98 Order 076469

PAGE: 1

D ROYAL ELECTRIC SUPPLY
BOX 12618
PHILADELPHIA, PA.
19129

SHIP TO: ROYAL ELECTRIC SUPPLY
3300 W CLEARFIELD STREET
PHILADELPHIA, PA.
19132

SHIP VIA: 8
SHIP DATE: 11/20/98
DUE DATE: 12/20/98
TERMS: 30

CUST. ID.: 23703
P.O. NUMBER: 32619
P.O. DATE: 10/27/98
OUR ORDER NO.:
SALESPERSON: DELTA

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
25949250 LIL002-R-277VAC ROYAL S.O. 1-773282-1	25.00	25.00	EACH	23.5000	587.50	E
WEIGHT					5.93	E

ENTERED NOV 30 1998

Delta
4113

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TRIAL COUNSEL
ONLY

VISIT MULE'S WEBSITE AT
<http://www.lightworld.com>

MULE-00153

SUBTOTAL	593.43
TAX	0.00
PAYMENTS	0.00
TOTAL	593.43

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 076855

INVOICE DATE: 12/04/98 Source: Order: 076855

PAGE: 1

ROYAL ELECTRIC SUPPLY
BOX 12618
PHILADELPHIA, PA.
19129

SHIP TO: ROYAL ELECTRIC SUPPLY
3300 W CLEARFIELD STREET
PHILADELPHIA, PA.
19132

SHIP VIA: A
SHIP DATE: 12/04/98
DUE DATE: 01/03/99
TERMS: 30

CUST ID: 23703
P.O. NUMBER: 33705
P.O. DATE: 12/03/98
OUR ORDER NO.:
SALESPERSON: DELTA

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949250 LIL002-R-277VAC	22.00	22.00	EACH	23.5000	517.00	F

ENTERED DEC 30 1998

Delta
\$ 25.85

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ONLY**

VISIT MULE'S WEBSITE AT
<http://www.lightworld.com>

MULE-00154

SUBTOTAL	517.00
TAX	0.00
PAYMENTS	0.00
TOTAL	517.00

MULE EMERGENCY LIGHTING

325 VALLEY STREET
 PROVIDENCE, RHODE ISLAND 02908
 TEL: 401-521-6852 FAX: 401-521-6856
 Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 076829

INVOICE DATE: 12/02/98 Source: Order: 076829

PAGE: 1

TO: BETHESDA MEM'L HOSPITAL
 2815 SO. SEACREST BLVD.
 BOYNTON BEACH, FL.
 ATTN: ACCTS. PAYABLE
 33435

SHIP TO: BETHESDA MEM'L HOSPITAL
 2013 CORPORATE DRIVE
 BOYNTON BEACH, FL.
 ATTN: RON BEAM/PO#135181
 33426

SHIP VIA: B
 SHIP DATE: 12/02/98
 DUE DATE: 01/01/99
 TERMS: 30

CUST ID: 00326
 P.O. NUMBER: 135181
 P.O. DATE: 12/02/98
 OUR ORDER NO.
 SALESPERSON: M4

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
59492000	1.00	1.00	EACH	25.0000	25.00	E
5949250 -I1002-R-120VAC-RED	1.00	1.00	EACH	25.0000	25.00	E
5949250 -I1002-G-120VAC-GRN	1.00	1.00	EACH	25.0000	25.00	E
EIGHT					5.36	E

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 ONLY**

SIT MULE'S WEBSITE AT
[tp://www.lightworld.com](http://www.lightworld.com)

MULE-00155

SUBTOTAL	75.16
TAX	0.00
PAYMENTS	0.00
TOTAL	75.16

0.00 +
16.00 +
2.00 +
26.00 +
10.00 +
4.00 +
6.00 +
4.00 +
2.00 +
29.00 +
194.00 +
29.00 +
3.00 +
34.00 +
56.00 +

TRIA

MULE-00156

014.....

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

3890

VENDOR CODE

SHANGHAI

PURCHASE ORDER

SHIP TO:

SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE

IE	SHIP VIA	LUO YONG FU	TERMS
5 99		PROV. R.I.	2% TEN, NET 30 DAYS
	FREIGHT	REQ. DATE	CONFIRMING TO
		Oct 25 99	"YELLOW" COPY IS ORIGINAL CONFIRM SHIP DATE
			REMARKS
			TAX

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
248100	LED 4MM20 1W 2000K TYPE	6.25	3125.00
838	LED 4MM20 1W 2000K TYPE	3.40	2868.00
949250	LED 4MM20 1W 2000K TYPE	6.75	760.00
34 949250	Edison Red	3.80	760.00

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

STATE ON BILL OF LADING "13" HEIGHT RECEIVING DOCK"
 UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW

~~11775.00~~

MULE-00241



- ENERGY SAVING PRODUCTS
- EMERGENCY LIGHTING
- UPS INVERTERS
- BATTERIES
- DYNALUX® Battery Conditioners


March 23, 1998
Mr. Luo Yong Yu
Shanghai Baoshan Import & Export Trade Corporation, Ltd.
150 Yixian Rd., 16th FL., Chujiang Hotel
Shanghai, China

fax 011-86-21-65316845 heibao@online.sh.cn

Dear Mr. Yu:

- 1) Thank you again for your very rapid response on the LIL samples. We will make good use of them to negotiate this large order for our mutual benefit.
- 2) I agree with you on assembly of bulbs here. We do not intend to sell any complete bulbs, just to have the materials on hand to illustrate how they are assembled and to use the parts for experiments with new led's etc. We will inform our clients that actual production is elsewhere and that this location is, as you stated, design, brand, marketing and capital. If this is a problem for you, we will understand and not pursue, but large customers need to know we are in control of the product in North America. Perhaps some information on the patent you have, etc. would be sufficient?

Thank you for your assistance.

Best Regards,

Robert P. Cross
President

**CONFIDENTIAL-
TRIAL COUNSEL
ONLY**

Sb57

MULE LIGHTING, INC.
325 Valley Street, Providence, RI 02908
(800) 556-7690 • (401) 521-6853 • Fax: (401) 521-6856
Fax on Demand: (401) 274-6820
Internet: <http://www.lightworld.com>

MULE-00242

MAR 22 RECD

March 18, 1999

TULE EMERGENCY LIGHTING, INC.
125 VALLEY STREET
PROVIDENCE, RI 02908

This is to confirm that we have made payment as follows

**CONFIDENTIAL-
TRIAL COUNSEL
ONLY**

Bene. Bank: INDUSTRIAL COMMERCIAL BK OF CHINA
BEIJING, CHINA

02232006519008

Beneficiary: SHANGHAI BAOSHAN IMP+EXP TRADE CORP
LTD
150 YIXIAN RD 16TH FL
SHANGHAI
CHINA

Value Date	03/18/1999		
Face Amount	USD 4910.00		
Rate	1.000000 =	USD Amount:	4910.00
Plus our charges of USD			
	International Fee :		30.00
	TOTAL INCLUDING CHARGES: USD		4940.00



Please refer to our reference OP-084579 in all correspondence.

We have debited your account number 0001067583.

amount 3w pcs

*Sh B
PO# 5472
LED lights bulbs*

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856

PURCHASE ORDER NO. 6073

VENDOR CODE SHANGB

PURCHASE ORDER

SHIP TO:

SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE

SHIP VIA	LUO YONGBU	TERMS
PROV. R.I.	WIRE	
CONFIRMING TO	NET 20 DAYS	
REMARKS	TAX	

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
0 949172	LEDISON, MED, 12SUPGRN, XOFF, VIBR	17.70	1947.00
5 949173	LED LAMP AMBER TYPE 120V	4.00	200.00
5 949412	LEDISON, 120V, MILKY, MED, 2-WHITE	7.30	36.50
5 949414	LEDISON, 120V, MILKY, MED, 4-WHITE	11.50	57.50
0 949416	LEDISON, 120V, MILKY, MED, 6-WHITE	15.60	156.00
0 949418	LEDISON, 120V, MILKY, MED, 8-WHITE	19.70	197.00
5 949419	LED LAMP WHITE TYPE	6.00	250.00

Handwritten notes:
 120V
 Factory
 Factory Under
 @ New design
 size

CONFIDENTIAL
 TRIAL COUNSEL
 ONLY

Ship by Air

~~STATE ON BILL OF LADING "IS NETHT RECEIVING DOCK"~~
~~UNDER 200LBS SHIP UPS, OTHERWISE SHIP OOB OR YELLOW~~

MULE-00244

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

VENDOR CODE

SHANGB

PURCHASE ORDER

TO: SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

SHIP TO: MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE
 LUD YONG YU

TE	SHIP VIA	F.O.B.	TERMS
8 00		PROV. R.I.	2% TEN, NET 30 DAYS
3	FREIGHT	REQ. DATE	CONFIRMING TO
		Mar 06 00	"YELLOW" COPY IS ORIGINAL CONFIRM SHIP DATE
			REMARKS
			TAX

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
949416	LEDISON, 120V, MILKY, MED, 6-WHITE	15.60	780.00
949418	LEDISON, 120V, MILKY, MED, 8-WHITE	19.70	985.00
949419	LEDISON, 120V, MILKY, MED, 6-WHITE	15.60	780.00
949408	LEDISON, 120V, MED, 8 WHITE LED	19.70	985.00

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK"
 UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW

~~7570.00~~

MULE-00245

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

SHANGB

VENDOR CODE

PURCHASE ORDER

TO: SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

SHIP TO: MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE
 LUO YONG YU

DATE	SHIP VIA	PROV	FOB	TERMS
11-00		R.I.		2% TEN. NET 50 DAYS

R	FREIGHT	REQ. DATE	CONFIRMING TO	REMARKS	TAX
		Jun 01 00	YELLOW COPY IS ORIGINAL	CONFIRM SHIP DATE	

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
0	LIL0005-W-FR-16 WHITE LED E27	17.25 46.60	69.000 65.960 66400.00
0	LIL0002-R-FR-16 RED LED E27	3.95	592.50
0	LIL0004-B-FR-16 BLUE LED E27	16.20	2430.00

**CONFIDENTIAL-
TRIAL COUNSEL
ONLY**

STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK"
 UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW

72022-50
~~69422.50~~

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

6323

VENDOR CODE

SHANGB

PURCHASE ORDER

TO: SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

SHIP TO: MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE

SHIP VIA	LUO YONG YU F.O.B.	TERMS
	PROV. R.I.	2% TEN. NET 30 DAYS

FREIGHT	REQ. DATE	CONFIRMING TO	REMARKS	TAX
	Jul 10 00	"YELLOW" COPY IS ORIGINAL CONFIRM	SHIP DATE	

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
949400EN	LIL0005-W-FR-16 WHITE LED E27	17.25	34500.00
949150EN	LIL0002-R-FR-16 RED LED E27	3.95	395.00
949190EN	LIL0004-B-FR-16 BLUE LED E27	16.20	1620.00

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK"
 UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW

MULE-00247

36515.00

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

6469

VENDOR CODE

SHANG8

PURCHASE ORDER

SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

SHIP TO:

MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE

SHIP VIA		LUD YONG YU F.O.B.	TERMS	
00		PROV. R.I.	2% TEN, NET 30 DAYS	
FREIGHT	REQ. DATE	CONFIRMING TO	REMARKS	TAX
	Oct 03 00	"YELLOW" COPY IS ORIGINAL CONFIRM SHIP DATE		

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
949400EN 11/10/00	LIL0005-W-FR-16 WHITE LED E27	17.25	79350.5 69000.00
<p>CONFIDENTIAL TRIAL COUNSEL ONLY</p>			
<p>STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK" UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW</p>			

MULE-00248

65320

~~69000.00~~

SHANGHAI BAOLITE LIGHTING & ELECTRIC CO.LTD.

RM.1801, BAISHU MANSION, 1230 ZHONGSHAN
ROAD(N.1) SHANGHAI 200437 CHINA
E-mail: hcibaob@online.sh.cn.

TEL: 021-65447050
FAX: 021-65444802
www.baolighting.com

TO: MULE LIGHTING INC. FAX NO: 001-401-521-6856
ATTN: MR.CROSS DATE: OCT.18.2000
FROM: LUO YONG YU REF NO: _____

REF _____

Dear Mr.Cross,

Thanks for your fax and new order. We confirm as follows:

- PO.6469 4600pcs LEDison Nov.15,2000 (delivery).
- PO.6497 6000pcs LEDison Dec.5,2000 (delivery).
- PO.6502 5000pcs LEDison Dec.5,2000 (delivery).

Regarding the payment of LEDison bulb, may we suggest that 30% of total amount is paid by T/T in advance and the balance 70% paid by L/C 30 days. It is very imperative for us to get the loan from our bank with good interest rate, as we have to pay the full amount to Nichia before they make the production and delivery.

The total amount is USD269,100.00. Please kindly wire us the deposit of USD80,000.00 and balance by L/C 30 days.

For the green Mulennium Exit lamp, we find if we make the green LED in frost type, the uniformity will be very good. We will send you the sample of green LED strips for your reference together with your sample order of LEDelier.

The government will solve the financial problem of Shanghai Baoshan by the end of this year and I will inform you the result at that time. Also we are continuing the sample of die cast aluminum exit lamp.

Thanks and best Regards.
Luo Yong Yu

罗永禹

**CONFIDENTIAL
TRIAL COUNSEL
ONLY**



MULE-00249

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

6497

VENDOR CODE

SHANGB

PURCHASE ORDER

SHIP TO:

SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE

SHIP VIA		LUO YONG YU P.O.B.		TERMS	
6 00		PROV. R.I.		2% TEN. NET 30 DAYS	
FREIGHT		REQ. DATE	CONFIRMING TO	REMARKS	TAX
		Oct 16 00	"YELLOW" COPY IS ORIGINAL	CONFIRM SHIP DATE	
ITEM NO.	DESCRIPTION			UNIT COST	EXTENDED COST
20 949400EN 500 12/4/00	L1L0005-W-FR-16 WHITE LED E27			14.20 17.25	85,200.00 103500.00
CONFIDENTIAL TRIAL COUNSEL ONLY					
STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK" UNDER 200LBS SHIP UPS. OTHERWISE SHIP GOD OR YELLOW					

MULE-00250

~~103500.00~~

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

VENDOR CODE

6502
 SHANGB

PURCHASE ORDER

SHIP TO:

SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE

SHIP VIA	LUO YU@BYU	TERMS
7.00	PROV R I	2% TEN NET 30 DAYS
FREIGHT	REQ. DATE	CONFIRMING TO
		REMARKS
		TAX

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
949400EN	L1L0005-W-FR-16 WHITE LED E27	14.20 17.25	71000.00 86250.00

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK"
 UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW

MULE-00251

86250.00

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO. 6318

VENDOR CODE SHANGB

PURCHASE ORDER

TO: SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

SHIP TO: MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE

DATE	SHIP VIA	DUO YONG YU F.O.B.	TERMS
7 00		PROV. R.I.	2% TEN, NET 30 DAYS
R	FREIGHT	REQ. DATE	CONFIRMING TO
		Oct 27 00	"YELLOW" COPY IS ORIGINAL. CONFIRM SHIP DATE
			REMARKS
			TAX

QTY	ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
0	949601	LEDison 6 LED WHITE NICHIA	8.50	8500.00
<p>CONFIDENTIAL- TRIAL COUNSEL ONLY</p>				
<p>STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK" UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW</p>				
				8500.00

MULE-00252

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO. 6634

VENDOR CODE SHANGB

PURCHASE ORDER

SHIP TO:

MULE EMERGENCY LIGHTING, INC
 325 Valley Street
 Providence
 R.I.
 02908

SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE

SHIP VIA	LOU YONG YU F.O.B.	TERMS
01	PROV. R.I.	2% TEN, NET 30 DAYS
FREIGHT	REQ. DATE	CONFIRMING TO
	Jan 15 01	"YELLOW" COPY IS ORIGINAL CONFIRM SHIP DATE
		REMARKS
		TAX

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
949150WP	LEDISON RED WEATHERPROOFED	4.39 3.95	2195. 1975.00
<p>CONFIDENTIAL- TRIAL COUNSEL ONLY</p>			
<p>STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK" UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW</p>			
			1975.00

MULE-00253

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

6667A

VENDOR CODE

SHANGB

PURCHASE ORDER

SHIP TO:
 SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE

SHIP VIA	LUO YONEBU	TERMS
FREIGHT	REQ. DATE	CONFIRMING TO
PROV. R.I.	2% TEN. NET 30 DAYS	
REMARKS		TAX

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
949192	LEDISON, 120V, FROSTED, BLUE (12)	14.00	46200.00
<p>CONFIDENTIAL- TRIAL COUNSEL ONLY</p>			
<p>STATE ON BILL OF LADING "13" HEIGHT RECEIVING DOCK" UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW</p>			

MULE-00254

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

6726

VENDOR CODE

SHANGB

PURCHASE ORDER

SHIP TO:

SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011-86-21-65316

TAX EXEMPT NO IS "14483" FOR RESALE

E	SHIP VIA	LUO YONG BU	TERMS
01		PROV. R.I.	BY WIRE TRANSFER 30 DAYS
	FREIGHT	REQ. DATE	CONFIRMING TO
			REMARKS
			TAX

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
949400EN	LIL0005-W-FR-12 WHITE LED E27	14.20	42600.00

**CONFIDENTIAL
 TRIAL COUNSEL
 ONLY**

STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK"
 UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW

MULE-00255

42600.00

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

6760

VENDOR CODE

SHANGB

PURCHASE ORDER

O:

SHIP TO:

SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

F:0118621654448

TAX EXEMPT NO IS "14483" FOR RESALE

E	SHIP VIA	LUO YONGBYU	TERMS
2 01	FREIGHT	REQ. DATE	CONFIRMING TO
		PROV. R.I.	2% TEN, NET 30 DAYS
			REMARKS
			TAX

ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST
----------	-------------	-----------	---------------

	Jul 02 01 "YELLOW" COPY IS ORIGINAL CONFIRM SHIP DATE		
0	949150EN LIL0002-R-FR-16 RED LED E27	3.80	1900.00
0	949172 LEDISON, MED, 12SUPGRN, XOFF, VIBR	16.00	4000.00
15	999999 misc items Amber Flame (1)	1.65	11.25
15	999999 misc items Amber Flame (2)	1.35	17.75
15	999999 misc items White Flame (2)	2.45	86.25
15	999999 misc items White Flame (4)	5.65	141.25

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK"
 UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW

MULE-00256

~~4202 50~~

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

6855

VENDOR CODE

SHANGB

PURCHASE ORDER

TO:

SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

SHIP TO:

MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

F:0118621654448

TAX EXEMPT NO IS "14483" FOR RESALE

DATE	SHIP VIA	LUO YONR.B.U	TERMS
02 01		PROV R I	2% TEN NET 30 DAYS
MYER	FREIGHT	REQ. DATE	CONFIRMING TO
		JUL 02 01	
		"YELLOW" COPY IS ORIGINAL CONFIRM SHIP DATE	
REQ.	ITEM NO.	DESCRIPTION	UNIT COST
			EXTENDED COST

100

949150EN

Red Edison weatherproof
~~W1L0002-R FR 16 RED LED E27~~

3.80

380.00

**CONFIDENTIAL
 TRIAL COUNSEL
 ONLY**

STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK"
 UNDER 200LBS SHIP UPS. OTHERWISE SHIP GOD OR YELLOW

MULE-00257

MULE EMERGENCY CO., INC.

325 Valley Street
 PROVIDENCE, RI 02908
 (401) 521-6853
 FAX (401) 521-6856
 www.lightworld.com

PURCHASE ORDER NO.

7035

VENDOR CODE

SHANGB

PURCHASE ORDER

SHIP TO:

SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

F:0118621654448

SHIP VIA		LUO YONGBOU		TERMS	
01		PROV. R.I.		2% TEN. NET 30 DAYS	
FREIGHT	REQ. DATE	CONFIRMING TO		REMARKS	TAX
	OCT 11 01	PLEASE CONFIRM SHIP DATE VIA RETURN FAX			
ITEM NO.	DESCRIPTION	UNIT COST	EXTENDED COST		
949400ENW	LIL0005-W-FR-WRW	10.70	21400.00		
949400ENWWP	LIL0005-W-FR-WRW-WP	11.00	3300.00		
<p>CONFIDENTIAL TRIAL COUNSEL ONLY</p>					
<p>STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK" UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW</p>					
					24700.00

MULE-00258

MULE EMERGENCY LIGHTING, INC.
 VALLEY STREET, PROVIDENCE, RI 02908
 (401) 521-6853
 (401) 521-6856
 v.mulelighting.com
 hasing@mulelighting.com
 EXEMPT NUMBER: 14483 FOR RESALE

PURCHASE ORDER NO: 7147
 VENDOR CODE: SHANGB

PURCHASE ORDER

TO: SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

SHIP TO: MULE EMERGENCY LIGHTING, INC.
 325 Valley Street
 Providence
 R.I.
 02908

011862165444802

AX:
NE: LUO YONG YU **ATTN:**

DATE: **PROV. R.I.** **TERMS:** 2% TEN, NET 30 DAYS

REQ. DATE: DEC 12 01 **REMARKS:** PLEASE CONFIRM SHIP DATE VIA RETURN FAX

QTY	ITEM NUMBER	DESCRIPTION	UNIT COST	EXTENDED COST
0	999999	misc items 10-C45 10pcs white-clear	12.00	240.00
0	999999	misc items 10-C45 10pcs white-frost	3.45	345.00
0	999999	misc items 50-Flame candle 2pcs white-clear	5.85	565.00
0	999999	misc items 50-Flame candle 2pcs white-frosted		
0	999999	misc items 50-Flame candle 4pcs white-clear		
0	999999	50-Flame candle 4pcs white-frosted		
0	949172	LEDISON, MED, 12SUPGRN, XOFF, VIBR	14.00	5600.00

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

STATE ON BILL OF LADING "13' HEIGHT RECEIVING DOCK"
 UNDER 200LBS SHIP UPS, OTHERWISE SHIP GOD OR YELLOW

MULE-00259

TOTAL COST
~~6790.00~~

MULE EMERGENCY LIGHTING, INC.
 ALLEY STREET, PROVIDENCE, RI 02908
 (401) 521-6853
 (401) 521-6856
 mulelighting.com
 msing@mulelighting.com

PURCHASE ORDER NO: 7728

VENDOR CODE: SHANGB

EMPT NUMBER: 14483 FOR RESALE

PURCHASE ORDER

TO:
 SHANGHAI BAOSHAN IMPORT EXPORT
 150 YIXIAN ROAD
 SHANGHAI
 CHINA

SHIP TO:

MULE EMERGENCY LIGHTING, INC.
 46 Baker Street
 Providence
 R.I.
 02905

X: 011862165444802

E:

ATTN:
 LUO YONG YU
F.O.B.
 PROV. R.I.

TERMS
 2% TEN, NET 30 DAYS

DATE
 26 03

REQ. DATE Feb 26 03 **REMARKS** PLEASE CONFIRM SHIP DATE VIA RETURN FAX

<u>QTY</u>	<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
20	949917	MR16 10PCS GREEN FROST	9.50	190.00
25	949500	MR16 WHITE 12VDC	8.50	212.50
25	949501	MR16 RED 12VDC	8.50	212.50
25	949502	MR16 AMBER 12VDC	8.50	212.50
5	949503	MR16 BLUE 12VDC	8.50	127.50
15	949504	MR16 GREEN 12VDC	8.50	127.50
00	949400	LEDISON 12PCS WHITE 12V CLEAR	14.50	1450.00
20	949712	G45 10PCS BLUE FROST	9.50	190.00
20	949713	G45 10PCS GREEN FROST	9.50	190.00
10	949912	MR16 10PCS BLUE FROST	9.50	190.00

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

UNDER 200LB SHIP UPS, OVER PLYMOUTH ROCK OR ROADWAY

TOTAL COST

MULE-00260

~~3102.50~~

MULE EMERGENCY LIGHTING, INC.
ALLEY STREET, PROVIDENCE, RI 02908
(401) 521-6853
(401) 521-6856
mulelighting.com
sing@mulelighting.com

PURCHASE ORDER NO: 7778
VENDOR CODE: SHANGB

EMPT NUMBER: 14483 FOR RESALE

PURCHASE ORDER

O:
SHANGHAI BAOSHAN IMPORT EXPORT
150 YIXIAN ROAD
SHANGHAI
CHINA

SHIP TO:
MULE EMERGENCY LIGHTING, INC.
46 Baker Street
Providence
R.I.
02905

(: 011862165444802

ATTN:
LUO YONG YU
F.O.B.
PROV. R.I.

TERMS
2% TEN, NET 30 DAYS

DATE
4 03

REQ. DATE **REMARKS**
Mar 24 03 PLEASE CONFIRM SHIP DATE VIA RETURN FAX

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
5 949191	LEDISON BLUE 39 PCS CLEAR 12V	26.00	1430.00

**CONFIDENTIAL-
TRIAL COUNSEL
ONLY**

UNDER 200LB SHIP UPS, OVER PLYMOUTH ROCK OR ROADWAY

MULE-00261

TOTAL COST
1430.00

E LIGHTING, INC.

KER STREET, PROVIDENCE, RI 02905

(401) 941-4446

(401) 941-2929

mulelighting.com

MPT NUMBER: 14483 FOR RESALE

PURCHASE ORDER NO: 7946B

VENDOR CODE: SHANGHAI

PURCHASE ORDER

TO: SHANGHAI BAOSHAN IMPORT EXPORT
150 YIXIAN ROAD
SHANGHAI
CHINA

SHIP TO:

MULE EMERGENCY LIGHTING, INC.
46 Baker Street
Providence
R.I.
02905

PHONE: 011862165444802

ATTN:
LUO YONG YU
F.O.B.
PROV. R.I.

TERMS
2% TEN, NET 30 DAYS

DATE
8/03

REQ. DATE: Aug 28 03 REMARKS: PLEASE CONFIRM SHIP DATE VIA RETURN FAX

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
948100	QUICK FIT AMBER LIGHTS	4.80	528.00
0 999999	misc items LEDISON White-27V	14.20	142.00
0 999999	misc items LEDISON-RED 27V	3.80	38.00
0 999999	misc items LEDISON Green-27V	14.20	142.00
999999	misc items MR16-White range	9.50	575.00

**CONFIDENTIAL-
TRIAL COUNSEL
ONLY**

UNDER 200LB SHIP UPS, OVER PLYMOUTH ROCK OR ROADWAY

TOTAL COST

MULE-00262

~~875.00~~

E LIGHTING, INC.
KER STREET, PROVIDENCE, RI 02905
(401) 941-4446
(401) 941-2929
mulelighting.com

PURCHASE ORDER NO: 8058

VENDOR CODE: SHANGB

PURCHASE ORDER

EMPT NUMBER: 14483 FOR RESALE

O:
SHANGHAI BAOSHAN IMPORT EXPORT
150 YIXIAN ROAD
SHANGHAI
CHINA

SHIP TO:
MULE EMERGENCY LIGHTING, INC.
46 Baker Street
Providence
R.I.
02905

011862165444802

ATTN:
LUO YONG YU
F.O.B.
PROV. R.I.

TERMS
2% TEN, NET 30 DAYS

ATE
2 03

REQ. DATE **REMARKS**
Sep 12 03 PLEASE CONFIRM SHIP DATE VIA RETURN FAX

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
0 949425	LEDISON AMBER 39PCS,120V-FR-WP	5.20	7540.00

**CONFIDENTIAL-
TRIAL COUNSEL
ONLY**

UNDER 200LB SHIP UPS, OVER PLYMOUTH ROCK OR ROADWAY

MULE-00263

TOTAL COST
7540.00

E LIGHTING, INC.

PURCHASE ORDER NO: 8061B

BAKER STREET, PROVIDENCE, RI 02905

VENDOR CODE: SHANGB

(401) 941-4446

(401) 941-2929

mulelighting.com

PURCHASE ORDER

EMPTY NUMBER: 14483 FOR RESALE

TO:
SHANGHAI BAOSHAN IMPORT EXPORT
150 YIXIAN ROAD
SHANGHAI
CHINA

SHIP TO:
MULE EMERGENCY LIGHTING, INC.
46 Baker Street
Providence
R.I.
02905

X: 011862165444802

TELEPHONE: LUO YONG YU

ATTN:
LUO YONG YU

F.O.B.
PROV. R.I.

TERMS
2% TEN, NET 30 DAYS

DATE
1 03

REQ. DATE: Oct 31 03 REMARKS: PLEASE CONFIRM SHIP DATE VIA RETURN FAX

QTY	ITEM NUMBER	DESCRIPTION	UNIT COST	EXTENDED COST
10	949870	FTL FROST AMBER 120V	1.10	110.00
10	949831	FTL CLEAR AMBER 120V	1.10	110.00
100	949850	FTL FROST CW 120V	10.00	1000.00
100	949851	FTL CLEAR CW 120V	10.00	1000.00
100	949860	FTL FROST WW 120V	8.50	850.00
20	949951	M50 CLEAR CW 120V	10.00	200.00
20	949950	M50 FROST CW 120V	10.00	200.00
10	949552	R63 CW 12V	10.00	100.00
10	949752	R45 CW 12V	10.00	100.00
00	949410	LEDISON FROST RED 120V	2.65	265.00
00	949430	LEDISON FROST AMBER 120V	2.65	265.00
00	949430	LEDISON FROST AMBER 120V	0.05	15.00

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TRIAL COUNSEL
ONLY

UNDER 200LB SHIP UPS, OVER PLYMOUTH ROCK OR ROADWAY

TOTAL COST
4215.00

MULE-00264

UN DATE: 12/30/99
UN TIME: 10:40 AM

MULE EMERGENCY LIGHTING
Inventory Control
Year To Date Report

TOTAL UNIT
Sales = 415

DEPARTMENT: 325 ITEM TYPE: P

ITEM #	P C	DESCRIPTION	NET SALES		COST OF GOODS SOLD		MARGIN		AVG SELLING PRICE
			UNITS	AMOUNT	AMOUNT	% SALES	AMOUNT	% SALES	
41002AS3	E	941002AS3	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
41002X	A	941002X-GRN	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
941002X-DBL	A	941002X-GRN-DBL	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
41006	E	IS PLUG	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
41007	E	DC PLUG	12.00	22.80	6.00	26.32	16.80	73.68	1.9000
41008	E	CS PLUG	60.00	120.80	30.00	24.83	90.80	75.17	2.0133
41009	A	MB	63.00	117.50	53.55	45.57	63.95	54.45	1.8651
41015	E	941002	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
41060	E	LED KIT W/CS BASE	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
4277	E	277V LED KIT	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
44010	A	RALSC	63.00	1998.00	1134.00	56.76	864.00	43.24	31.7143
44011	A	ST-11	67.00	806.00	536.00	66.50	270.00	33.50	12.0299
44715	A	ST-15	183.00	2122.20	1410.90	66.48	711.30	33.52	11.5967
44718	A	ST-18	338.00	3881.65	2704.00	68.66	1177.65	30.34	11.4842
44723	A	ST-23	256.00	2825.00	1971.20	69.78	853.80	30.22	11.0342
44726	A	ST-26	135.00	2203.90	1417.50	64.32	786.40	35.68	16.3242
447190	A	R30 ALUM REFLECTOR	19.00	103.35	69.92	67.65	33.43	32.35	5.4395
447191	A	R40 ALUM REFLECTOR	72.00	452.80	277.20	61.22	175.60	38.78	6.2889
447192	A	R50 ALUM REFLECTOR	6.00	94.50	27.00	78.26	7.50	21.74	5.7500
447191	A	DST-11	40.00	616.18	406.00	65.90	210.10	34.10	15.4075
447191C15	A	CASE OF 15 PCS.DST11	4.00	859.72	690.00	80.26	169.72	19.74	214.9300
4471915	A	DST-15	32.00	505.75	352.00	69.60	153.75	30.40	15.8047
4471918	A	DST-18	85.00	1272.25	977.50	76.83	294.75	23.17	14.9646
447191C15	A	CASE OF 15 PCS.DST18	4.00	859.72	690.00	80.26	169.72	19.74	214.9300
4471915	A	DST-23	53.00	862.55	583.00	67.59	279.55	32.41	16.2745
447525	A	2ST-26	1.00	69.00	48.52	70.32	20.48	29.68	17.2500
447532	A	2ST-32	2.00	34.50	24.26	70.32	10.24	29.68	17.2500
448022	L	(2)LED LAMPS-CS	403.00	7493.60	4030.00	53.78	3463.60	46.22	18.5943
448025	L	(2) LED LAMPS-DB	30.00	571.20	270.00	47.27	301.20	52.73	19.0400
448027	L	(2)LED LAMPS-IS	108.00	1877.00	1080.00	57.54	797.00	42.46	17.3796
448025	L	(2) LED LAMPS-MB	382.00	6754.40	3437.50	50.89	3316.90	49.11	17.6811
448059	L	(2) LED LAMPS-UNIV	3634.00	57732.85	41409.00	71.73	16323.85	28.27	15.8869
448100	L	(2)LED LAMPS-HW W/BR	4120.00	70692.61	42307.60	59.85	28385.01	40.15	17.1584
94820BP	E	QUICK FIT BULBS-UNIV	9875.00	159348.75	88424.80	55.49	70923.95	44.51	16.1366
94830BP	A	SHORT QUICK-FIT-UN	1156.00	20108.05	10893.40	54.17	9214.65	45.83	17.3944
948402	A	948402	61.00	1638.00	1098.00	67.03	540.00	32.97	28.8525
948450	L	(2) LED LAMPS-DB GRN	1167.00	30810.22	21402.00	67.70	9411.22	30.54	25.9152
949100	A	L1L0001-A	16.00	284.68	92.80	32.60	191.88	67.40	17.7925
949109	A	HALILO00A-A	2.00	62.18	11.60	18.66	50.58	81.34	31.0900
949150	A	L1L0002-R	26.00	495.48	118.30	23.88	377.18	76.12	19.0569
949159	A	HALILO002-R	10.00	272.50	45.50	16.70	227.00	83.30	27.2500
949170	A	L1L0003-G	4.00	99.56	26.00	26.11	73.56	73.89	24.8900
949179	A	HALILO003-G	6.00	164.68	39.00	23.68	125.68	76.32	27.4467
949190	A	L1L0004-B	0.00	4.00	75.20	53.33	65.80	46.67	35.2500
949199	A	HALILO004-B	0.00	37.60	37.60	38.09	61.12	61.91	49.3600
949200	A	L1L0001-A-277VAC	29.00	901.61	169.20	18.77	732.41	81.23	31.0900
949250	A	L1L002-R-277VAC	194.00	4667.34	1162.55	24.91	3504.79	75.09	24.0585
949270	A	HALILO003-G-250V	29.00	1022.28	188.50	18.44	833.78	81.56	35.2510
949290	A	HALILO004-B-250V	3.00	148.08	56.40	38.09	91.68	61.91	49.3600
949290	A	L1L0005-M	34.00	1278.31	731.00	57.18	547.31	42.82	37.5971

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TRIAL COUNSEL
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MULE-00157

RUN DATE: 12/30/99
 RUN TIME: 10:40 AM

MULE EMERGENCY LIGHTING
 Inventory Control
 Year To Date Report

DEPARTMENT: 325 ITEM TYPE: P

ITEM #	P C	DESCRIPTION	NET SALES		COST OF GOODS SOLD		MARGIN		AVG SELLING PRICE
			UNITS	AMOUNT	AMOUNT	% SALES	AMOUNT	% SALES	
949409	A	HALILO005-W	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
949500	A	HALILO005-W-250V	56.00	2443.88	1192.00	48.77	1251.88	51.23	43.6407
960001	A	H-1	878.00	6101.40	2874.15	47.11	3227.25	58.89	6.9413
960002	A	H2	999.00	7905.29	3158.52	39.95	4746.77	60.05	7.9132
960003	A	H-3 HEAD	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960012	A	H-4	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960013	A	H-4 12V METAL HEAD	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960020	A	H-5	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960025	A	H-6	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960026	A	VOLT METER	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960027	A	H-0	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960028	A	H-10 HEAD	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960029	A	H-11 HEAD	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960031	A	H 12V-2W HALOGEN	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960032	A	H 12V-8W	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960033	A	H14	683.00	6874.37	1707.50	24.84	5166.87	75.16	10.0650
960039	A	H-7	1103.00	10098.36	4246.55	42.05	5851.81	57.95	9.1554
960040	E	CX-1-120-C-LED-SMHR	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960045	A	H-20	193.00	1607.06	675.50	42.03	931.56	57.97	8.3267
960070	A	HM	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960075	A	HM	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960190	A	PP	37.00	1359.40	1056.72	77.73	302.68	22.27	36.7405
960192	A	PPH	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960220	A	ER12	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960225	A	ER11	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960235	A	ERF 12VDC	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960255	A	ERG	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960280	A	ERSG	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960300	A	H-36	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960310	A	CYL	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960534L01	A	MU4 BOARD W/I LAMP	1.00	38.00	15.00	39.47	23.00	60.53	38.0000
960682	X	PN	15.00	150.78	67.50	44.77	83.28	55.23	10.0520
960683	X	DCT	17.00	97.05	39.78	40.99	57.27	59.01	5.7088
960684	X	SPECIAL LETTERING	4.00	80.00	78.00	97.50	2.00	2.50	20.0000
960685	X	DCE	7.00	38.80	17.92	46.19	20.88	53.81	5.5429
960688	X	ALH	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960689	X	CANOPY, COMPLETE	542.00	1527.47	887.70	58.12	639.77	41.88	2.8182
960689B	X	CANOPY, BLACK	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960689DFC	X	DOUBLE FACE KIT	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960690	X	OPEN FACE	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960691	X	EL	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960692	X	TP	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960821	X	UXWRCB	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960822	X	UXBRCB	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960823	X	UXWRGCB	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960824	X	UXBRGCB	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960825	X	UPXWRCB	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960825F	X	UPXWRCB-FL	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960826	X	UPXBRCB	0.00	0.00	0.00	0.00	0.00	0.00	0.0000
960827	X	UPXWRGCB	0.00	0.00	0.00	0.00	0.00	0.00	0.0000

CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 079127

Source:
INVOICE DATE: 05/20/99 Order: 079127

PAGE 1

TO: ROYAL ELECTRIC SUPPLY
BOX 12618
PHILADELPHIA, PA.
19129

SHIP TO: ROYAL ELECTRIC SUPPLY
3233 HUNTING PARK AVENUE
PHILADELPHIA, PA.
MARK PO#38224
19132

SHIP VIA: B
SHIP DATE: 05/20/99
DUE DATE: 06/19/99
TERMS: 30

CUST ID: 23703
P.O. NUMBER: 38224
P.O. DATE: 05/19/99
OUR ORDER NO:
SALESPERSON: DELTA

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949250 LIL002-R-277VAC	42.00	42.00	EACH	23.5000	987.00	E
WEIGHT					5.34	E

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ENTERED MAY 27 1999
Delta
\$ 49.35

MULE-00159

VISIT MULE'S WEBSITE AT
<http://www.lightworld.com>

SUBTOTAL:	992.34
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	992.34

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6852 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 77589A

Source:

INVOICE DATE: 03/19/99 Order: 077589

PAGE 1

ROYAL ELECTRIC SUPPLY
BOX 12618
PHILADELPHIA, PA.
19129

SHIP TO:

ROYAL ELECTRIC SUPPLY
3300 W CLEARFIELD STREET
PHILADELPHIA, PA.
19132

SHIP VIA: B
SHIP DATE: 03/19/99
DUE DATE: 04/18/99
TERMS: 30

CUST ID: 23703
P.O. NUMBER: 35161
P.O. DATE: 02/01/99
OUR ORDER NO:
SALESPERSON: DELTA

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
25949250 LIL002-R-277VAC COMPLETE BACKORDER	35.00	35.00	EACH	23.5000	822.50	E
REIGHT					6.41	E

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TRIAL COUNSEL
ONLY

ENTERED MAR 31 1999

Delta
\$ 41.13

MULE-00160

VISIT MULE'S WEBSITE AT
<http://www.lightworld.com>

SUBTOTAL	828.91
TAX	0.00
PAYMENTS	0.00
TOTAL	828.91

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 077589

INVOICE DATE: 02/02/99 Source: Order: 077589

PAGE 1

ROYAL ELECTRIC SUPPLY
BOX 12618
PHILADELPHIA, PA.
19129

SHIP TO: ROYAL ELECTRIC SUPPLY
3300 W CLEARFIELD STREET
PHILADELPHIA, PA.
19132

SHIP VIA: B
SHIP DATE: 02/02/99
DUE DATE: 03/04/99
TERMS: 30

CUST ID: 23703
P.O. NUMBER: 35161
P.O. DATE: 02/01/99
OUR ORDER NO.
SALESPERSON: DELTA

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949250 LIL002-R-277VAC	65.00	65.00	EACH	23.5000	1527.50	E
WEIGHT					5.32	E

ENTERED FEB 26 1999

Delta
76 38

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<http://www.lightworld.com>

MULE-00161

SUBTOTAL	1532.82
TAX	0.00
PAYMENTS	0.00
TOTAL:	1532.82

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 76855A

INVOICE DATE: 01/13/99 Source: Order 076855

PAGE: 1

D ROYAL ELECTRIC SUPPLY
BOX 1261B
PHILADELPHIA, PA.
19129

SHIP TO: ROYAL ELECTRIC SUPPLY
3300 W CLEARFIELD STREET
PHILADELPHIA, PA.
19132

SHIP VIA: A
SHIP DATE: 01/13/99
DUE DATE: 02/12/99
TERMS: 30

CUST. ID.: 23703
P.O. NUMBER: 33705
P.O. DATE: 12/03/98
OUR ORDER NO.:
SALESPERSON: DELTA

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949250 LIL002-R-277VAC COMPLETE BACKORDER	28.00	28.00	EACH	23.5000	658.00	E

ENTERED JAN 29 1999

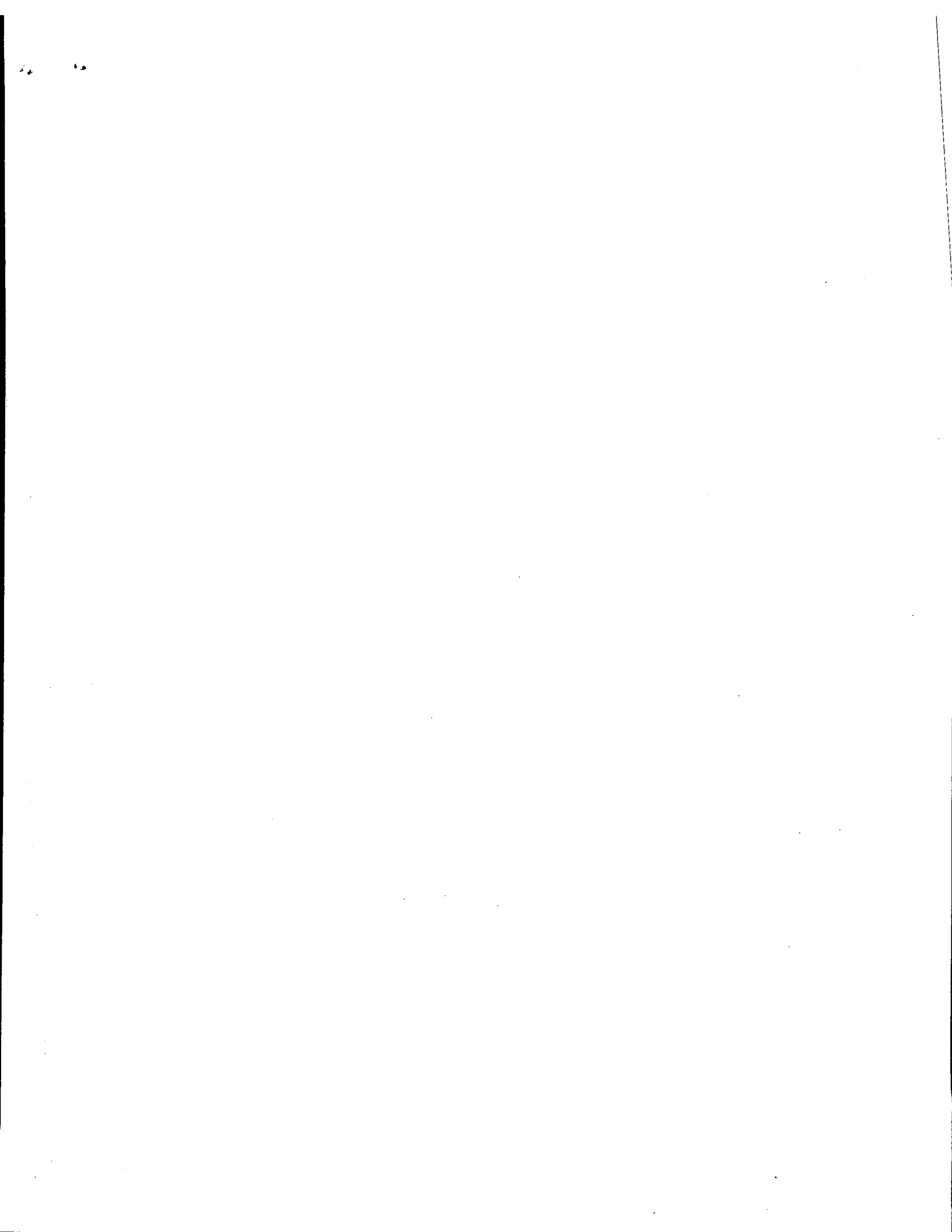
Delta
06
440

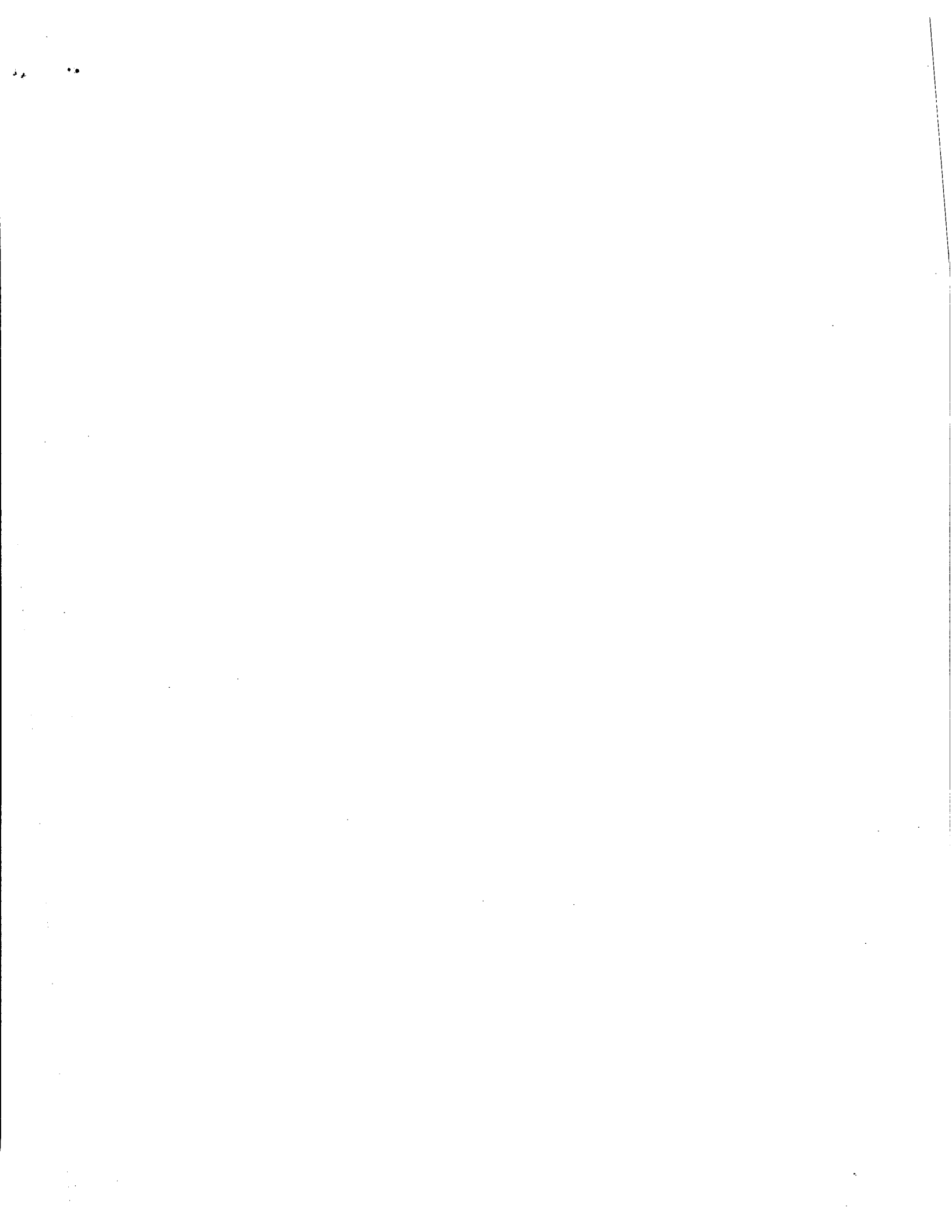
**CONFIDENTIAL-
TRIAL COUNSEL
ONLY**

VISIT MULE'S WEBSITE AT
<http://www.lightworld.com>

MULE-00162

SUBTOTAL:	658.00
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	658.00





13135.00 *
002.....

880.00 +
12255.00 +

0. *

18.00 *
.....

10.00 +
14.00 +
10.00 +
10.00 +
10.00 +
1110.00 +

25.00 +
125.00 +
50.00 +
8.00 +
25.00 +

25.00 +
880.00 +
10.00 +
73.00 +
93.00 +
20.00 +

0. *

12255.00 *
011.....

11764.00 +
24.00 +
2.00 +
133.00 +
11.00 +
106.00 +
41.00 +
4.00 +
56.00 +
93.00 +
11.00 +

0. ÷

CONFIDENTIAL
TRIAL COUNSEL ONLY

MULE-00163

RUN DATE: 12/31/00
 RUN TIME: 1:30 PM

MULE EMERGENCY LIGHTING
 Inventory Control
 Year To Date Report

TOTAL UNIT 20
 Sales ~~1135~~

DEPARTMENT: 325 ITEM TYPE: P
 Exclusion Date: 12/31/00

MULE-00164

13,135

ITEM #	P C	DESCRIPTION	NET SALES		COST OF GOODS SOLD		MARGIN		AVG SELLING PRICE
			UNITS	AMOUNT	AMOUNT	% SALES	AMOUNT	% SALES	
947026	A	ST-26	325.00	4001.00	2300.06	62.49	1301.04	37.51	12.315
947026MSC	A	MSC#62036744 ST-26	72.00	888.48	632.16	71.15	256.32	28.85	12.340
947031MSC	A	MSC#62036819 RLST-26	24.00	171.36	127.68	74.51	43.68	25.49	7.140
947032MSC	A	MSC#62036827 RLST-32	25.00	179.70	133.00	74.01	46.70	25.90	7.188
947100	A	R30 ALUM REFLECTOR	51.00	307.15	187.68	61.10	119.47	38.90	6.022
947100MSC	A	MSC#62036835 R30	36.00	233.64	144.00	61.63	89.64	38.37	6.490
947101	A	R40 ALUM REFLECTOR	184.00	1196.95	708.40	59.18	488.55	40.82	6.505
947101MSC	A	MSC#62036843 R40	24.00	155.76	102.00	65.49	53.76	34.51	6.490
947102	A	R50 ALUM REFLECTOR	1.00	7.50	4.50	60.00	3.00	40.00	7.500
947102MSC	A	MSC#62036850 R50	26.00	168.74	110.50	65.49	58.24	34.51	6.490
947111	A	DST-11	207.00	3030.49	2101.05	69.33	929.44	30.67	14.640
947111MSC	A	MSC#62036751 DST-11	24.00	389.76	276.00	70.81	113.76	29.19	16.240
947115	A	DST-15	197.00	2929.64	2167.00	73.97	762.64	26.03	14.871
947115MSC	A	MSC#62036769 DST-15	24.00	389.76	276.00	70.81	113.76	29.19	16.240
947118	A	DST-18	230.00	3515.72	2645.00	75.23	870.72	24.77	15.285
947118MSC	A	MSC#62036777 DST-18	24.00	389.76	276.00	70.81	113.76	29.19	16.240
947123	A	DST-23	121.00	2163.59	1331.00	61.52	832.59	38.48	17.880
947123MSC	A	MSC#62036785 DST-23	48.00	779.52	552.00	70.81	227.52	29.19	16.240
947211MSC	A	MSC#62036900 ST11GL1	18.00	233.82	171.00	73.13	62.82	26.87	12.990
947215MSC	A	MSC#62036918 ST15GL1	12.00	155.88	114.00	73.13	41.88	26.87	12.990
947218MSC	A	MSC#62036926 ST18GL1	12.00	155.88	114.00	73.13	41.88	26.87	12.990
947223MSC	A	MSC#62036934 ST23GL1	12.00	155.88	114.00	73.13	41.88	26.87	12.990
947311MSC	A	MSC#62036868 ST11-CP	12.00	155.88	114.00	73.13	41.88	26.87	12.990
947315MSC	A	MSC#62036876 ST15-CP	30.00	389.70	285.00	73.13	104.70	26.87	12.990
947318MSC	A	MSC#62036884 ST18-CP	12.00	155.88	114.00	73.13	41.88	26.87	12.990
947323MSC	A	MSC#62036892 ST23-CP	66.00	857.34	627.00	73.13	230.34	26.87	12.990
947415MSC	A	MSC#62036942 ST15GL2	12.00	171.48	126.00	73.48	45.48	26.52	14.290
947418MSC	A	MSC#62036959 ST18GL2	12.00	171.48	126.00	73.48	45.48	26.52	14.290
947423MSC	A	MSC#62036967 ST23GL2	12.00	171.48	126.00	73.48	45.48	26.52	14.290
947426MSC	A	MSC#62036975 ST26GL2	18.00	257.22	189.00	73.48	68.22	26.52	14.290
947526	A	2ST-26	12.00	186.36	145.56	78.11	40.80	21.89	15.500
947526MSC	A	MSC#62036793 2ST-26	24.00	389.76	270.00	69.27	119.76	30.73	16.200
947532	A	2ST-32	13.00	229.10	157.69	69.41	69.44	30.57	17.415
947532MSC	A	MSC#62036801 2ST-32	24.00	379.80	270.00	69.17	109.76	30.73	16.240
948012	L	(2)LED LAMPS-CS	17.00	325.40	200.00	52.24	155.40	47.76	19.112
948017	L	(2)LED LAMPS-IS	20.00	360.00	200.00	55.56	160.00	44.44	18.000
948025	L	(2)LED LAMPS-HB	217.00	3530.20	1953.00	55.32	1577.20	44.68	16.282
948050	L	(2) LED LAMPS-UNIV	235.00	3404.25	2115.00	62.13	1289.25	37.87	14.486
948000	L	(2)LED LAMPS-HW W/BR	3285.00	52251.30	25477.95	48.76	26773.35	51.24	15.960
948200BP	L	QUICK FIT BULBS-UNIV	12447.00	182123.20	96937.65	53.23	85185.55	46.77	14.619
948200BPMSC	A	MSC62400841 948200BP	200.00	2650.00	1290.00	48.68	1360.00	51.32	13.250
948300BP	L	SHORT QUICK-FIT-UN	654.00	11472.70	4988.20	43.48	6484.50	56.52	17.544
948002	L	(2)LED LAMPS-CS-GRN.	34.00	910.20	488.00	53.61	422.20	46.39	26.776
948003	L	(2) LED LAMPS-UN-GRN	654.00	13010.50	8562.00	54.15	7240.50	45.85	24.771
949100	L	L1L0001-A	11.00	191.98	63.80	33.23	128.18	66.77	17.4527
949109	L	HALILO00A-A	93.00	2612.37	539.40	20.65	2072.97	79.35	28.0900
949150	L	L1L0002-R	66.00	1015.45	300.30	29.57	715.15	70.43	15.3856
949159	L	HALILO002-R	4.00	111.00	18.20	16.40	92.80	83.60	27.7500
949170	L	L1L0003-C	41.00	917.70	266.50	29.22	651.20	70.06	22.3844

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 ONLY

RUN DATE: 12/31/00
 RUN TIME: 1:30 PM

MULE EMERGENCY LIGHTING
 Inventory Control
 Year To Date Report

DEPARTMENT: 325 ITEM TYPE: P
 Exclusion Date: 12/31/00

MULE-00165

ITEM #	P C	DESCRIPTION	NET SALES		COST OF GOODS SOLD		MARGIN		AVG SELLING PRICE
			UNITS	AMOUNT	AMOUNT	% SALES	AMOUNT	% SALES	
949179	L	HALI0003-G	106.00	5137.82	689.00	13.41	4448.82	86.59	48.4700
949190	L	LIL0004-B	11.00	328.50	206.80	62.95	121.70	37.05	29.8636
949250	L	LIL002-R-277VAC	133.00	2950.50	798.00	27.05	2152.50	72.95	22.1842
949290	L	HALI0004-B-250V	2.00	75.00	37.60	50.13	37.40	49.87	37.5000
949400	L	LIL0005-W	24.00	924.55	516.00	55.81	408.55	44.19	38.5229
949400EN	A	LIL0005-W-FR	11764.00	294100.00	193932.00	65.94	100168.00	34.06	25.0000
949500	L	HALI0005-W-250V	4.00	156.00	86.00	55.13	70.00	44.87	39.0000
949601	A	MULLI005WRWHITEFRD	880.00	14520.00	7480.00	51.52	7040.00	48.48	16.5000
950001	A	H-1	907.00	4457.12	1611.15	36.15	2845.97	63.85	3.1411
950002	A	H2	639.00	5557.01	2019.24	36.34	3537.77	63.66	8.6764
950002MSC	A	MSC#62401005 H2-UDP	6.00	56.84	28.32	49.82	28.52	50.18	9.4731
950010MSC	A	MSC#62400999 H3-UDP	2.00	18.92	9.40	49.68	9.52	50.32	9.4600
950020MSC	A	MSC#62401013 H5-UDP	2.00	18.92	9.44	49.89	9.48	50.11	9.4600
950033	A	H14	897.00	8667.70	2242.50	25.87	6425.20	74.13	9.6630
950039	A	H-7	658.00	5693.97	2533.30	44.49	3160.67	55.51	8.6514
950039MSC	A	MSC#62401021 H7-UDP	10.00	94.76	47.20	49.81	47.56	50.19	9.4700
950045	A	H-20	137.00	1503.90	479.50	31.88	1024.40	68.12	10.9714
950070	A	HM	25.00	300.00	100.00	33.33	200.00	66.67	12.0000
950190	A	PP	1.00	37.45	19.50	52.09	17.95	47.91	37.4500
950682	X	PN	2.00	16.00	8.00	50.00	7.00	43.75	8.0000
950684	X	SPECIAL LETTERING	1.00	100.00	19.50	19.50	80.50	80.50	100.0000
950685	X	DCE	61.00	224.20	130.70	58.75	68.04	30.35	3.6714
950689	X	CANDPY. COMPLETE	275.00	563.94	273.60	48.52	290.34	51.48	2.3088
950841	X	SX-1-120V	1332.00	14481.24	11377.67	78.57	3103.57	21.43	10.8788
950841L	E	SX-1-120-LED	7.00	479.50	140.00	29.20	339.50	70.80	68.5000
950841L01	A	SX-1-120/277-LED-01	5.00	167.55	75.00	44.76	92.55	55.24	33.5100
950841L02	A	SX-1-120/277-LED-WWR	141.00	4506.60	2820.00	62.57	1686.60	37.43	31.9611
950842	X	SX-2-120V EXIT WHITE	88.00	1536.90	1043.68	67.91	493.22	32.09	17.4644
950842L	E	SX-2-120-LED-C	10.00	596.00	210.00	35.21	386.50	64.79	59.6500
950842L01	A	SX-1/2C-120/277-LED	3.00	164.95	49.50	36.68	85.45	63.32	44.9833
950842L02	A	SX-1/2C-WWR-LED	1107.00	57575.26	22140.00	58.92	15435.26	41.08	33.9433
950843	X	PSX-1-120V EXIT WHT	1.00	162.00	34.04	21.01	127.96	78.99	162.0000
950843F	X	PSX-1-120V-FL	1.00	75.00	39.86	53.15	35.14	46.85	75.0000
950843L	E	PSX-1-120/277-LED	40.00	4403.00	944.80	21.46	3458.20	78.54	110.0750
950843LA	A	PSX-1-120/277-LED	2.00	110.00	65.22	59.29	44.78	40.71	55.0000
950843LMU4	A	PSX-1-120/277-LED	4.00	203.60	141.60	69.55	62.00	30.45	50.9000
950843L01	E	PSX-1-WWR	262.00	13574.07	5764.00	42.46	7810.07	57.54	51.8094
950843L02	A	PSX-1-120/277-LED	10.00	530.00	300.00	56.60	230.00	43.40	53.0000
950844L	E	PSX-2-120/277-LED	102.00	5500.00	2550.00	46.36	2950.00	53.64	53.9216
950844L01	A	PSX-1/2C-WWR	2210.00	102881.20	48620.00	47.26	54261.20	52.74	46.5526
950847	X	SX-1-120-DCE	69.00	1277.52	860.43	67.35	417.09	32.65	18.5148
950851	X	EPX-1-120/277V-2	1.00	94.00	53.56	56.98	40.44	43.02	94.0000
950851L	E	EPX-1-120/277-2-LED	877.00	78440.84	50734.45	64.68	27706.39	35.32	89.4422
950851LMSC	A		65.00	5825.00	3380.00	58.03	2445.00	41.97	89.6154
950851RAD	E	RADUR	14.00	973.50	689.50	70.83	284.00	29.17	69.5357
950861L	X	CX-1-BAR	483.00	22597.99	12075.00	53.43	10522.99	46.57	46.7867
950862L	E	CX-2C-BAR	205.00	10024.75	5358.00	53.45	4666.75	46.55	48.9000
950862L	E	CX-1-BAR	524.00	41402.51	23842.00	57.59	17560.51	42.41	79.0121

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MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 82994A

INVOICE DATE: 03/20/00

Source:

Order 082994

PAGE: 1

LD U.S. POSTAL SERVICE-BMC
4900 SPEAKER ROAD
KANSAS CITY, KS.
ATTN: PATRICIA WILLIAMS
66106-9726

SHIP TO: U.S. POSTAL SERVICE-BMC
4900 SPEAKER ROAD
KANSAS CITY, KS.
ATTN: MAINTENANCE
66106-9726

SHIP VIA: A
SHIP DATE: 03/20/00
DUE DATE: 04/19/00
TERMS: 30

CUST. ID.: 50234
P.O. NUMBER: M000664
P.O. DATE: 02/04/00
OUR ORDER NO.
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949109 HALILO001-A	20.00	20.00	EACH	28.0900	561.80	E
5949179 HALILO003-G COMPLETE BACKORDER ID W/VISA# 4716-0963-0000-0648 01/01	93.00	93.00	EACH	48.7400	4532.82	E

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** WE NOW ACCEPT MASTERCARD & VISA.
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

SUBTOTAL:	5094.62
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	5094.62

MULE-00166

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 082994
INVOICE DATE: 02/07/00
Source: Order 082994

PAGE 1

LD U.S. POSTAL SERVICE-BMC
4900 SPEAKER ROAD
KANSAS CITY, KS.
ATTN: PATRICIA WILLIAMS
66106-9726

SHIP TO: U.S. POSTAL SERVICE-BMC
4900 SPEAKER ROAD
KANSAS CITY, KS.
ATTN: MAINTENANCE
66106-9726

SHIP VIA: A
SHIP DATE: 02/07/00
DUE DATE: 03/08/00
TERMS: 30

CUST. ID: 50234
P.O. NUMBER: M000664
P.O. DATE: 02/04/00
OUR ORDER NO.:
SALESPERSON: LED

ITEM ID./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949109 HALILO001-A ID W/VISA#4716-0963-0000-0648 EXP /01	73.00	73.00	EACH	28.0900	2050.57	E

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MULE-00167

** WE NOW ACCEPT MASTERCARD & VISA.
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

SUBTOTAL:	2050.57
TAX:	0.00
PAYMENTS	0.00
TOTAL:	2050.57

MULE EMERGENCY LIGHTING

325 VALLEY STREET
 PROVIDENCE, RHODE ISLAND 02908
 TEL: 401-521-6853 FAX: 401-521-6856
 Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 086471

Source:

INVOICE DATE: 12/01/00 Order: 086471

PAGE 1

D U.S. POSTAL SERVICE-BMC
 4900 SPEAKER ROAD
 KANSAS CITY, KS.
 ATTN: PAT WILLIAMS
 66106-9726

SHIP U.S. POSTAL SERVICE-BMC
 TO: 4900 SPEAKER ROAD
 KANSAS CITY, KS
 ATTN: PAT WILLIAMS
 66106-9726

SHIP VIA: A
 SHIP DATE: 12/01/00
 DUE DATE: 12/31/00
 TERMS: 30

CUST ID: 50234
 P.O. NUMBER: VERBAL-PAT
 P.O. DATE: 10/17/00
 OUR ORDER NO:
 SALESPERSON: LED

ITEM I D /DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
3949179 HALIL0003-G	10.00	10.00	EACH	49.0000	490.00	E
EIGHT VIA PRIORITY MAIL ID W/VISA#4716-0963-0000-0648 EXP. /01					6.95	E

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** WE NOW ACCEPT MASTERCARD & VISA.
 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00168

SUBTOTAL	496.95
TAX	0.00
PAYMENTS	0.00
TOTAL	496.95

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 086597

Source:
INVOICE DATE: 12/01/00 Order: 086597

PAGE: 1

D WALTERS WHOLESALE-LA PALM
5600 FRESCA DRIVE
LA PALMA, CA
90623

SHIP TO: ENRON C/O SUN IND
7291 HEIL AVENUE
HUNTINGTON BEACH, CA
ATTN: IVIS
92647

SHIP VIA: A
SHIP DATE: 12/01/00
DUE DATE: 12/31/00
TERMS: 30

CUST ID: 32022
P.O. NUMBER: SEE BELOW
P.O. DATE: 10/24/00
OUR ORDER NO:
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
3949601 MULLILO005WRWHITEFRD STOMER PO# 147710-DJR-8128030	880.00	880.00	EACH	16.5000	14520.00	E

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ONLY**

** WE NOW ACCEPT MASTERCARD & VISA.
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00169

SUBTOTAL	14520.00
TAX	0.00
PAYMENTS	0.00
TOTAL	14520.00

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 083426

INVOICE DATE: 03/09/00 Source: Order 083426

PAGE: 1

OLD
ROYAL ELECTRIC SUPPLY
BOX 12618
PHILADELPHIA, PA.
19129

SHIP TO: ROYAL ELECTRIC SUPPLY
3300 W CLEARFIELD STREET
PHILADELPHIA, PA.
MARK: PO#45524
19132

SHIP VIA: B
SHIP DATE: 03/09/00
DUE DATE: 04/08/00
TERMS: 30

CUST. ID.: 23703
P.O. NUMBER: 45524
P.O. DATE: 03/06/00
OUR ORDER NO.:
SALESPERSON: DELTA

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
25949250 LIL002-R-277VAC	25.00	25.00	EACH	23.5000	587.50	E
REIGHT					5.83	E

ENTERED MAR 31 2000

Delta
\$ 29.38

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** WE NOW ACCEPT MASTERCARD & VISA.
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

SUBTOTAL:	593.33
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	593.33

MULE-00170

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 081224

INVOICE DATE: 01/05/00 Source: Order 081224

PAGE: 1

D ROYAL ELECTRIC SUPPLY
BOX 12618
PHILADELPHIA, PA.
19129

SHIP TO: ROYAL ELECTRIC SUPPLY
3300 WEST CLEARFIELD ST.
PHILADELPHIA, PA.
MARK: PO#41789
19132

SHIP VIA: B
SHIP DATE: 01/05/00
DUE DATE: 02/04/00
TERMS: 30

CUST. ID.: 23703
P.O. NUMBER: 41789
P.O. DATE: 10/05/99
OUR ORDER NO.:
SALESPERSON: DELTA

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
3949250 LIL002-R-277VAC INCLUDE 9 PCS IN WARRANTY REPLACEMENTS @ C. PER AGREEMENT & DISCUSSION MARVIN SCHIMMEL @ ROYAL ELECTRIC.	25.00	25.00	EACH	23.5000	587.50	E
EIGHT					5.83	E

ENTERED JAN 11 2000
Delta
\$ 29.38

CONFIDENTIAL-
TRIAL COUNSEL
ONLY

* WE NOW ACCEPT MASTERCARD & VISA
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

SUBTOTAL:	593.33
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	593.33

MULE-00171

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 79127A

INVOICE DATE: 01/05/00 Source: Order 079127

PAGE: 1

ROYAL ELECTRIC SUPPLY
BOX 12618
PHILADELPHIA, PA.
19129

SHIP TO: ROYAL ELECTRIC SUPPLY
3233 HUNTING PARK AVENUE
PHILADELPHIA, PA.
MARK: PO#38224
19132

SHIP VIA: A
SHIP DATE: 01/05/00
DUE DATE: 02/04/00
TERMS: 30

CUST ID: 23703
P.O. NUMBER: 38224
P.O. DATE: 05/19/99
OUR ORDER NO:
SALESPERSON: DELTA

ITEM ID./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949250 ILO02-R-277VAC COMPLETE BACKORDER PPED WITH INVOICE # 081224	8.00	8.00	EACH	23.5000	188.00	E

ENTERED JAN 31 2000

Delta
\$ 9.40

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* WE NOW ACCEPT MASTERCARD & VISA.
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00172

SUBTOTAL	188.00
TAX	0.00
PAYMENTS	0.00
TOTAL	188.00

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 085897

INVOICE DATE: 09/05/00 Source: Order 085897

PAGE: 1

ROYAL ELECTRIC SUPPLY
BOX 12618
PHILADELPHIA, PA.
19129

SHIP TO: ROYAL ELECTRIC SUPPLY
3300 W. CLEARFIELD STREET
PHILADELPHIA, PA.
MARK: PO#49922
19129

SHIP VIA: B
SHIP DATE: 09/05/00
DUE DATE: 10/05/00
TERMS: 30

CUST. ID: 23703
P.O. NUMBER: 49922
P.O. DATE: 09/05/00
OUR ORDER NO.:
SALESPERSON: DELTA

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
25949250 L1L002-R-277VAC JUST SHIP TODAY PER CUSTOMER REQUEST	50.00	50.00	EACH	23.5000	1175.00	E
REIGHT					6.96	E

ENTERED SEP 29 2000
Delta
#58 75

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*** WE NOW ACCEPT MASTERCARD & VISA
CALL ACCOUNTS RECEIVABLE FOR DETAILS ***

SUBTOTAL	1181.96
TAX	0.00
PAYMENTS	0.00
TOTAL	1181.96

MULE-00173

MULE EMERGENCY LIGHTING

325 VALLEY STREET
 PROVIDENCE, RHODE ISLAND 02908
 TEL: 401-521-6853 FAX: 401-521-6856
 Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 087299

INVOICE DATE: 12/18/00 Source: Order 087299

PAGE: 1

D ENRON ENERGY SERVICES, INC
 1400 SMITH STREET/3AC-338
 HOUSTON, TX
 ATTN: LISA JACKSON
 77002

SHIP TO: ENRON ENERGY SERVICES, INC
 12447 ALCOSTA BLVD
 SUITE 500, ATTN: JOE HUI
 SAN RAMON, CA
 94583

SHIP VIA: B
 SHIP DATE: 12/18/00
 DUE DATE: 01/17/01
 TERMS: 30

CUST ID: 09940
 P.O. NUMBER: 0151-0002
 P.O. DATE: 12/18/00
 OUR ORDER NO.
 SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949400EN L1L0005-W-FR	125.00	125.00	EACH	25.0000	3125.00	E
5949400EN L1L0005-W-FR	25.00	25.00	EACH	25.0000	625.00	E
D ITEM W/CLEAR LENS PER LISA JACKSON						
EIGHT VIA UPS RED						114.70 E

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SUBTOTAL	3864.70
TAX	0.00
PAYMENTS	0.00
TOTAL	3864.70

MULE-00174

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 086954
INVOICE DATE: 12/05/00
PAGE: 1
Source: Order: 086954

ENRON ENERGY SERVICES INC
1400 SMITH STREET
HOUSTON, TX
ATTN: ACCOUNTS PAYABLE
77002

SHIP TO: SUNLAND PARK MALL
750 SUNLAND PARK DRIVE
EL PASO, TX
79912

SHIP VIA: A
SHIP DATE: 12/05/00
DUE DATE: 01/04/01
TERMS: 30

CUST ID: 09940
P.O. NUMBER: 0151-0002
P.O. DATE: 11/16/00
OUR ORDER NO:
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
49400EN L0005-W-FR JAMIE STEWART @ 708-825-8434, 24 S BEFORE DELIVERY ASE #4	1110.00	1110.00	EACH	25.0000	27750.00	E
GHT VIA UPS RED PER LISA JACKSON					328.55	E

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SUBTOTAL	28078.55
TAX	0.00
PAYMENTS	0.00
TOTAL	28078.55

MULE-00175

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 86776A

Source:

INVOICE DATE: 11/29/00 Order: 086776

PAGE 1

LD ENRON ENERGY SERVICES, INC
1400 SMITH STREET
HOUSTON, TX
ATTN: ACCOUNTS PAYABLE
77002

SHIP TO: SUN INDUSTRIES
7221 HELL AVENUE
HUNTINGTON BEACH, CA
92647

SHIP VIA: A
SHIP DATE: 11/29/00
DUE DATE: 12/29/00
TERMS: 30

CUST ID: 09940
P.O. NUMBER: 0151-0002
P.O. DATE: 11/03/00
OUR ORDER NO:
SALESPERSON: LED

ITEM ID / DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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5949400EN L1L0005-W-FR COMPLETE BACKORDER	4000.00	4000.00	EACH	25.0000	100000.00	E
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SUBTOTAL	100000.00
TAX	0.00
PAYMENTS	0.00
TOTAL	100000.00

MULE-00176

MULE EMERGENCY LIGHTING

325 VALLEY STREET
 PROVIDENCE, RHODE ISLAND 02908
 TEL: 401-521-6853 FAX: 401-521-6856
 Internet: http://www.lightworld.com

INVOICE

INVOICE NUMBER: 086776

Source:

INVOICE DATE: 11/16/00 Order: 086776

PAGE 1

D ENRON ENERGY SERVICES, INC
 1400 SMITH STREET
 HOUSTON, TX
 ATTN: ACCOUNTS PAYABLE
 77002

SHIP TO: SUN INDUSTRIES
 7291 HEIL AVENUE
 HUNTINGTON BEACH, CA
 92647

SHIP VIA: A
 SHIP DATE: 11/16/00
 DUE DATE: 12/16/00
 TERMS: 30

CUST. ID: 09940
 P.O. NUMBER: 0151-0002
 P.O. DATE: 11/03/00
 OUR ORDER NO.:
 SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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5949400EN LIL0005-W-FR LL IVIS PARADA @ 562-805-6096, 24 HRS BEFORE DELIVERY LEASE #3	880.00	880.00	EACH	25.0000	17000.00	E
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MULE-00177

SUBTOTAL	17000.00
TAX	0.00
PAYMENTS	0.00
TOTAL	17000.00

MULE EMERGENCY LIGHTING

325 VALLEY STREET
 PROVIDENCE, RHODE ISLAND 02908
 TEL: 401-521-6853 FAX: 401-521-6856
 Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 086454

Source:

INVOICE DATE: 10/23/00 Order: 086454

PAGE 1

ENRON ENERGY SERVICES, INC
 1400 SMITH STREET
 HOUSTON, TX
 ATTN: ACCOUNTS PAYABLE
 77002

SHIP TO: SUNLAND PARK MALL
 750 SUNLAND PARK DRIVE
 EL PASO, TX
 79912

SHIP VIA: A
 SHIP DATE: 10/23/00
 DUE DATE: 11/22/00
 TERMS: 30

CUST ID: 09940
 P.O. NUMBER: 0151-0002
 P.O. DATE: 10/16/00
 OUR ORDER NO:
 SALESPERSON: LED

ITEM I D /DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
----------------	---------	---------	------	-------	-----	----

5949400EN IL0005-W-FR-16 FIFY BUCK MAYNARD @ 708-895-8434, 24 HRS BEFORE DELIVERY LEASE #0002	5284.00	5284.00	EACH	25.0000	132100.00	E
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MULE-00178

SUBTOTAL	132100.00
TAX	0.00
PAYMENTS	0.00
TOTAL	132100.00

Page 46

1 product for us.

2 Q. As to this particular name, what is its

3 derivation?

4 A. I don't know its derivation, but I know what

5 it's implying.

6 Q. What is it implying?

7 A. Economical.

8 Q. How about the radius series, did you ever conduct

9 any investigation to determine your right to use

10 the model or series name radius?

11 A. Similar to the Econo-Lite, yes.

12 Q. Did you conduct that search?

13 A. Probably.

14 Q. Do you have any documents to reflect that?

15 A. No.

16 Q. Did you obtain an opinion from counsel concerning

17 your right to use the model designation or series

18 designation radius?

19 A. No.

20 Q. Did you obtain opinions from counsel regarding any

21 of these series or model names?

22 A. No.

23 Q. Let's turn to the next page and we see the Embassy

24 Series. Could you tell us what the Embassy Series

Page 47

1 is?

2 A. These are battery-operated fluorescent

3 ballasts.

4 Q. What are their applications?

5 A. Their application is in a commercial

6 industrial environment where you would install one

7 of these ballasts in place of a standard ballast

8 in a fluorescent fixture similar to what's in this

9 room right now.

10 Q. Do you know what the derivation of the mark or

11 series designation Embassy?

12 A. No, I don't.

13 Q. You didn't select it, did you, sir?

14 A. I just don't recall.

15 Q. Do you have any documents that would reflect any

16 type of investigation concerning any of these

17 various series designations?

18 A. No.

19 Q. Let's turn to the next page which shows a

20 designation custom applications, energy savers,

21 there are two different products shown there.

22 What are those products?

23 A. Well the first one on the left is what's

24 called a step light that you would see in places

Page 48

1 like a movie theatre or maybe a hotel lobby to

2 illuminate stairways used by the public.

3 Q. The one on the right?

4 A. This depicts our ability to furnish signs

5 with words other than exit, such as the Spanish

6 word for exit salida.

7 Q. Next page shows the Mariner Series - DD, Mariner

8 Series - SD, and the Mariner Series - W. Could

9 you describe those products for these?

10 A. These are battery chargers.

11 Q. Could you tell us where series designation Mariner

12 originates?

13 A. We have sold -- the Mariner Series W is made

14 to a Coast Guard specification for battery

15 chargers, and we've sold these to the Coast Guard

16 for Coast Guard cutters. So, we extended the line

17 such as the Mariner DD series in an attempt to get

18 it into commercial fishing and things like that.

19 Q. Did you conduct any kind of investigation

20 concerning your right to use the series

21 designation Mariner?

22 A. Again, an Internet search to make sure it

23 didn't conflict with somebody in the marine field.

24 Q. Earlier on, sir, did you not testify that you have

Page 49

1 four trademarks, dynaLUX, Lightworld, LEDalux and

2 LEDison?

3 A. Yes.

4 Q. Would it be fair to say you don't review these

5 various designations as trademarks in your

6 company?

7 MR. O'BRIEN: Objection to the form.

8 MR. OSTRAGER: You can answer the

9 question.

10 A. Those are registered trademarks. So my

11 answer would be yes, these we consider these

12 trademarks.

13 Q. Unregistered trademarks?

14 A. Yup.

15 MR. O'BRIEN: Objection. Form.

16 Q. Next page shows accessories. Could you tell us

17 what those products are?

18 A. Those are mounting plates for remote

19 emergency lighting heads.

20 MR. OSTRAGER: If I can just go off

21 the record.

22 (OFF THE RECORD)

23 (BRIEF RECESS)

24 Q. Mr. Cross, let's turn to Petitioner's Exhibit 6

Page 50

1 and turn to the last page. Could you describe at
 2 that page and the products shown there?
 3 A. These are the different LED lamps that we
 4 offer.
 5 Q. I see here, "Select your dynaLUX LED bulbs." Is
 6 dynaLUX a brand name you apply to these bulbs?
 7 A. We just started to do that.
 8 Q. How do you -- what did you just start to do?
 9 A. Use the dynaLUX to indicate the whole family
 10 of LED bulbs.
 11 Q. Does the designation dynaLUX appear on the bulbs?
 12 A. No.
 13 Q. Does the designation dynaLUX appear on the
 14 packaging for the bulbs?
 15 A. Not at this time.
 16 Q. This page shows different types of bulbs, could
 17 you describe each one?
 18 A. The first one is the LEDison lamp, which uses
 19 a medium base socket.
 20 Q. What are the application for the LEDison series
 21 bulb?
 22 A. One application I'm very familiar with is
 23 accent lighting in public areas.
 24 Q. Let's turn to the G45 series, can you describe

Page 51

1 those bulbs?
 2 A. G45 is our LED bulbs that have a so-called
 3 G45 base.
 4 Q. What is a G45 base?
 5 A. A certain dimension or base style.
 6 Q. Then you have the LEDelier series. Can you
 7 describe that bulb?
 8 A. These are LED bulbs used to replace
 9 incandescent lamps used in chandeliers.
 10 Q. Would that be for residential use or commercial or
 11 both?
 12 A. Both.
 13 Q. What about the LEDison and G45, would those be
 14 residential as well as commercial?
 15 A. Sure. I'm not aware -- both.
 16 Q. All right. The next one is the LED-M50 series,
 17 could you describe that bulb?
 18 A. An LED bulb that replaces a so-called M50
 19 lamp.
 20 Q. What's an M50 lamp?
 21 A. I believe that is a lamp that's used in down
 22 lighting fixtures.
 23 Q. What's down lighting fixtures?
 24 A. Like a recessed light.

Page 52

1 Q. Is that commercial and residential?
 2 A. Yes.
 3 Q. Next one is LED A19 series. Could you describe
 4 that bulb?
 5 A. Again, an LED bulb, A19 designating the type
 6 of base.
 7 Q. What type of base is an A19?
 8 A. I believe that's an industry term.
 9 Q. Does that bulb have commercial and residential
 10 applications?
 11 A. You know, I don't even know where that's
 12 used.
 13 Q. Is there anybody else in your company who would be
 14 familiar with the applications for these various
 15 bulbs?
 16 A. Yes.
 17 Q. Who would that be?
 18 A. Robert H. Cross.
 19 Q. Who is Robert H. Cross?
 20 A. He is my son.
 21 Q. And what is his position with your company?
 22 A. He's in sales.
 23 Q. Do you have any documents that would describe the
 24 various applications for these bulbs?

Page 53

1 A. Well, maybe that's where the answer is, in
 2 the current catalog. We don't have a catalog
 3 here, do we?
 4 MR. O'BRIEN: I think we did produce
 5 to you a copy of the catalog.
 6 Q. It's in your catalog?
 7 A. Yes.
 8 Q. The next one is a FlameTip Series. What is that?
 9 A. An LED bulb with the lens shaped like a flame
 10 tip.
 11 Q. What are the applications for that bulb?
 12 A. Again, decorative lighting of some type,
 13 various types.
 14 Q. Commercial and residential?
 15 A. Sure. Yes.
 16 Q. You notice on this document next to the FlameTip
 17 you put a TM, what does the TM reflect?
 18 A. Trademark.
 19 Q. Do you understand that designation to indicate
 20 that you claim trademark rights in the designation
 21 FlameTip?
 22 A. Yes, we did.
 23 Q. Do you notice that you don't have a TM next to
 24 LEDison G45, LEDelier, LED M50 or A19?

Page 54

1 A. An oversight.
 2 Q. It's an oversight, sir?
 3 A. On the LEDison, LEDelier and FlameTip are all
 4 trademarks, as far as we're concerned. The others
 5 are all industry designations of lamp base.
 6 Q. I see. The last one is LED-R50 and R63 series.
 7 Could you describe those bulbs?
 8 A. These are LED bulbs equivalent to an
 9 incandescent R50 or R63 bulb.
 10 Q. What's an R50 and R63 bulb? What -- strike that.
 11 What are R50 and R63 bulbs?
 12 A. These are bulbs that are used again in
 13 recessed lighting fixtures.
 14 Q. Would that be residential and commercial?
 15 A. Yes.
 16 Q. Sir, could you tell us, when did you first start
 17 marketing the LEDison series?
 18 A. The late 1990s.
 19 Q. What about the G45 series?
 20 A. Let's see, with the -- I believe with the
 21 publication of our latest catalog in 2002.
 22 Q. Could you tell me when you started marketing each
 23 of the other series on this page?
 24 A. All of them I believe with the publication of

Page 55

1 our current catalog printed in the year 2002. The
 2 LEDelier might predate.
 3 Q. Could you tell us what your -- what is your
 4 approximate sales volume of LEDison bulbs in 2002
 5 and 2003?
 6 A. I don't know off the top of my head.
 7 Q. Order of magnitude?
 8 MR. O'BRIEN: If you know. I don't
 9 want you to guess.
 10 Q. Do you sell \$1 million worth of LEDison bulbs?
 11 A. No.
 12 Q. So it's less than \$1 million?
 13 A. Yes.
 14 Q. Do you sell less than a half million dollars?
 15 THE WITNESS: In 2002 and '3?
 16 MR. OSTRAGER: In each year
 17 respectively.
 18 A. Less.
 19 Q. Do you sell less than \$250,000 worth?
 20 A. I'm not sure.
 21 Q. Do you have documents that reflect the dollar
 22 volume of your sales of LEDison bulbs since you
 23 first started selling LEDison brand product?
 24 A. Yes.

Page 56

1 MR. OSTRAGER: I'd request production
 2 of those documents.
 3 MR. O'BRIEN: It's been produced.
 4 2004 is produced.
 5 Q. Do you have a printout which would just summarize
 6 your sales?
 7 THE WITNESS: Each year?
 8 MR. OSTRAGER: Each year.
 9 A. Sure.
 10 MR. OSTRAGER: I request that be
 11 produced.
 12 MR. O'BRIEN: That has been produced.
 13 MR. OSTRAGER: We'll go over the
 14 documents you produced and if Mr. Cross can print
 15 out a summary of his sales of the LEDison brand or
 16 series bulbs from their first sale to the present
 17 in one report from his database, we'd request
 18 that.
 19 MR. O'BRIEN: Again, that has been
 20 produced. We'll go over it. As we go over it, if
 21 there is something else you want in addition to
 22 that, we'll try to produce it.
 23 MR. OSTRAGER: Okay. We'll do that.
 24 Sir, I'm going to mark as Petitioner's Exhibit 7

Page 57

1 some reports, inventory control reports, an
 2 inventory control report with a run date of
 3 December 31, '98, which bears Mule Bates stamp
 4 number 00152 through Mule Bates stamp number
 5 00156. I'd ask you to identify the document after
 6 the court reporter marks it.
 7 (PETITIONER'S EXHIBIT 7
 8 MARKED FOR IDENTIFICATION)
 9 Q. Sir, can you turn through those pages and tell me
 10 what it represents?
 11 A. These are the sales of the LEDison bulbs in
 12 1998.
 13 Q. Where in this document is there an indication that
 14 it represents the sale or sales of LEDison brand
 15 or series bulbs?
 16 A. I've marked out the parts that aren't.
 17 Q. Why don't you direct my attention to it.
 18 A. To the arrow in the left-hand column.
 19 Q. You're referring to Page 152?
 20 A. Yes.
 21 Q. Where in that list is there a reference to LEDison
 22 bulbs?
 23 A. The designation 949200, 949250, 949409.
 24 Q. That's an item number. What is an item number?

Page 58

1 A. Inventory number, like a SKU number kind of
 2 thing.
 3 Q. Do you have a schedule which says various item
 4 numbers with different bulbs or products?
 5 A. No.
 6 Q. How did you determine that Item Number 949200
 7 represents a LEDison series bulb?
 8 A. By the description.
 9 Q. Okay. The description is LIL0001-R-277VAC?
 10 A. Yes.
 11 Q. What does that represent?
 12 A. It's right on here.
 13 MR. O'BRIEN: Explain to the best of
 14 your knowledge.
 15 A. I don't understand the question, I guess.
 16 Q. What is the basis for your conclusion that that
 17 description represents a LEDison bulb?
 18 A. It translates back to the catalog page
 19 LEDison bulbs.
 20 Q. If I were to look at your catalog, I would find
 21 that description associated with LEDison series
 22 bulb?
 23 A. LEDison bulbs, yes.
 24 Q. Let's turn to Page 153. Can you identify this

Page 59

1 document?
 2 A. This is an invoice to an electrical
 3 wholesaler for 25 LEDison bulbs.
 4 Q. What is a -- in terms of -- what is a typical
 5 commercial shipment of bulbs?
 6 A. There is no typical shipment.
 7 Q. Would this be a typical shipment?
 8 A. No.
 9 Q. Why is it not a typical shipment?
 10 A. Because the quantities can go from one to
 11 thousands.
 12 Q. Do you recall how this particular sale came about?
 13 A. No. No, I don't.
 14 Q. Is this your first order placed for LEDison bulbs?
 15 A. These I believe are the first sales of
 16 LEDison bulbs.
 17 Q. Was the LEDison series shown in your catalog in
 18 1998?
 19 A. 1998? I'm not sure.
 20 Q. Do you have a copy of your 1998 catalog?
 21 A. I believe that would be the prior catalog,
 22 although I'm not 100 percent sure what time period
 23 it covered.
 24 MR. OSTRAGER: Well, I'd ask for

Page 60

1 production of the catalog that you had -- were
 2 using in 1998/99.
 3 MR. O'BRIEN: I think we've produced
 4 that. If you go through that with him, I think
 5 you will find it's produced. If I'm mistaken, we
 6 will produce it.
 7 MR. OSTRAGER: Okay. Fine.
 8 Q. Do you have any recollection how the first
 9 transaction came about with respect to LEDison
 10 series bulbs?
 11 A. No.
 12 Q. Do you have an ongoing business relationship with
 13 Royal R-o-y-a-l, Electric Supply in Philadelphia?
 14 A. I believe so, yes.
 15 Q. Are they a current customer?
 16 A. I don't know.
 17 Q. Let's turn to Page 155, there is an invoice to
 18 Bethesda Memorial Hospital in Boynton Beach,
 19 Florida.
 20 A. Okay.
 21 Q. Does that document reflect the sale of LEDison
 22 series bulbs?
 23 A. Of a LEDison bulb, yes.
 24 Q. What's the quantity that you shipped?

Page 61

1 A. Two.
 2 Q. Is that a typical transaction that you would
 3 engage in with respect to this product?
 4 A. This indicates to me that it was a sample.
 5 Q. Would it be fair to say that your sales in '98
 6 reflected sample distributions?
 7 MR. O'BRIEN: Objection to form.
 8 A. I don't think I could say that. Why would
 9 somebody buy 25 samples, and then 22? So the
 10 answer is no.
 11 Q. The answer is no. When you send out samples, how
 12 many would you typically send out?
 13 A. One or two.
 14 MR. OSTRAGER: I'm going to mark as
 15 Petitioner's Exhibit 8 a group of purchase orders
 16 directed to Shanghai Baoshan Import/Export and
 17 they bear Mule Bates stamp number 0241 to Mule
 18 Bates 00265 and ask the court reporter to mark
 19 them as Exhibit 8, and then afterwards ask you to
 20 identify these documents if you can.
 21 (PETITIONER'S EXHIBIT 8
 22 MARKED FOR IDENTIFICATION)
 23 A. Basically purchase orders from China.
 24 Q. Is Shanghai the entity that developed the LEDison

Page 62

1 series bulb for you?
 2 A. Yes.
 3 Q. Have they been your sole source supplier of this
 4 product since its first marketing?
 5 A. Yes.
 6 Q. Do you continue to work with Shanghai?
 7 A. Yeah, it has a different name now.
 8 Q. Do you know what the present name is?
 9 A. I believe Shanghai Baoshan Import/Export
 10 Development Company Limited.
 11 Q. Do you work with other suppliers in China?
 12 A. Yes.
 13 Q. Is Shanghai your principal supplier?
 14 A. No.
 15 Q. Let's take a look at first page of this Exhibit 8,
 16 241, can you tell us what that document
 17 represents?
 18 A. A purchase order in 1999 for LEDison lamps.
 19 Q. I'm looking at this page, it says "Edison red"; do
 20 you see that?
 21 A. Yes, I do.
 22 Q. Whose handwriting is that?
 23 A. I don't know.
 24 Q. Would it be -- in your business practice do people

Page 63

1 abbreviate LEDison and use the designation Edison?
 2 A. Never.
 3 Q. Does this show use of Edison, this document?
 4 MR. O'BRIEN: Objection to form.
 5 Q. Does Bates number 00241 show use of the
 6 designation Edison?
 7 MR. O'BRIEN: Objection to form.
 8 MR. OSTRAGER: You can answer it yes
 9 or no, sir.
 10 A. No, it doesn't. What it's referring to is
 11 the crossed-out portion of the purchase order I
 12 can see says "HY" which means, hardwire type, and
 13 they will replace it with -- what they're asking
 14 for is an Edison base lamp, which is another word
 15 for a medium base socket.
 16 Q. Sir, does this document bear the words "Edison
 17 red"?
 18 A. Yes.
 19 Q. What is Edison red?
 20 THE WITNESS: Do you mean what are
 21 they asking for?
 22 Q. Who generated this purchase order, sir?
 23 A. Mule.
 24 Q. Your company?

Page 64

1 A. Yes.
 2 Q. So does the writing on this document reflect your
 3 writing or your company's writing?
 4 A. Again, I think what someone was trying to
 5 denote was the base type they wanted.
 6 Q. Is Edison red a base type?
 7 A. Well, the word Edison base is sometimes used
 8 in the --
 9 Q. Where do you see the word "base" on this document?
 10 A. I don't. I'm just trying to interpret what
 11 we're looking at here for you.
 12 Q. I'd like you to comment on the actual words that
 13 are on the document.
 14 A. It's either, as I say, a request for a
 15 certain base type or it's an error.
 16 Q. It's an error?
 17 A. But in any case, it's an internal document
 18 between us and a vendor.
 19 Q. All right. Now under item number we see the
 20 numbers 949250; do you recognize that item number?
 21 A. That would be a LEDison lamp.
 22 Q. Is it a red bulb?
 23 A. Yes.
 24 Q. So would it be fair to say that this is an order

Page 65

1 for red Edison bulbs?
 2 MR. O'BRIEN: Objection to form.
 3 A. No.
 4 Q. Even if it's an error, that's what it is, is it
 5 not, sir?
 6 A. No. It's an order for red LEDison bulbs.
 7 Q. Okay. And mistakenly designated Edison?
 8 A. Absolute mistake.
 9 Q. Have you ever made that mistake subsequent to this
 10 time?
 11 A. Not to my knowledge.
 12 Q. Has anybody ever called up a customer and said I'd
 13 like some of those Edison LEDs?
 14 A. No.
 15 Q. Never happens? You're certain of that?
 16 A. As certain as one can be.
 17 Q. Have you ever received any communications from any
 18 customers which refer to your product as Edison
 19 bulbs?
 20 A. Never. Now, the stylized presentation of the
 21 name always capitalizes LED, okay, for any
 22 external consumption. So it's always -- I
 23 indicated this early on, LED, that's what's
 24 emphasized, Light Emitting Diode. Now, you can

Page 66

1 parse the word if you want to, but it's LED.
 2 MR. O'BRIEN: Why don't you wait for
 3 another question. I don't think there was a
 4 question pending there.
 5 Q. On this document 00241, there's a box, Req. date,
 6 is that the request date?
 7 A. Required date, or requested date of delivery.
 8 Q. Okay. And the date on this document is October
 9 25, '99; is that correct, sir?
 10 A. It's cut off, but I believe so, yes.
 11 Q. Does this document represent your first order for
 12 Item Number 949250?
 13 A. I'm not sure. We did have sales in 1998, but
 14 we were furnished lots and lots of samples. So,
 15 whether this is the first formal purchase order or
 16 not, I just -- I'm not sure.
 17 Q. So is it your testimony that you initially
 18 received samples which you distributed and then
 19 thereafter you placed a formal purchase order?
 20 A. Yes.
 21 Q. Do you know whether this is your first purchase
 22 order, sir?
 23 MR. O'BRIEN: Objection. I think
 24 it's been asked and answered.

Page 67

1 MR. OSTRAGER: Sir, you can answer
 2 the question.
 3 A. I'm not sure.
 4 Q. Would you have any documents that would enable you
 5 to identify your first purchase order for Item
 6 Number 949250?
 7 A. I think this is the document.
 8 Q. Okay. Now, in Exhibit 7 you highlighted several
 9 different item numbers, 949200, 949250 and 949409.
 10 Could you describe the difference between these
 11 three different items?
 12 A. 949200 is amber colored LEDs; 949250 is red
 13 LEDs; 949409 are white LEDs.
 14 Q. Let's turn back to Exhibit 7 for a moment. Could
 15 you go through these documents and these are your
 16 original invoices for the product. Can you tell
 17 us which category of bulb is reflected in these
 18 particular documents?
 19 THE WITNESS: Exhibit 8, you mean?
 20 Q. Exhibit 7. Just to advance matters, do all these
 21 documents reflect the red bulbs?
 22 A. The first two are red, the third one is one
 23 red and one green.
 24 Q. What page number is the third one?

Page 68

1 A. 155.
 2 Q. I see. They both seem to refer to -- oh, I see
 3 green and red, but they both have the same
 4 designation of 949250; is that correct?
 5 A. Yes.
 6 Q. Okay. Did you receive the greens before the reds,
 7 or what was the order?
 8 A. I believe we received all the samples around
 9 the same time.
 10 Q. So you received samples of amber, white?
 11 A. Yes, different colors.
 12 Q. Red and green from Shanghai?
 13 A. Yes.
 14 Q. In '98?
 15 A. It appears in '98, yes.
 16 Q. And then we have in Exhibit 8, this purchase
 17 order, from which appears to be October '99?
 18 A. Okay.
 19 Q. For the red; is that correct?
 20 A. Yes.
 21 Q. Let's turn to the next page. It's a letter from
 22 Mule dated March 23, '98 addressed to Shanghai to
 23 Mr. Yu. Do you see that letter?
 24 A. Yes.

Page 69

1 Q. Is that your signature on the page, sir?
 2 A. Yes, it is.
 3 Q. Do you have any -- do you have ongoing dealings
 4 with Mr. Yu?
 5 A. Yes.
 6 Q. You do. This letter in Paragraph 1 states, "Thank
 7 you for your rapid response on the LIL samples."
 8 What is LIL sample?
 9 A. These are the LEDison bulbs.
 10 Q. "We'll make good use of them to negotiate this
 11 large order for our mutual benefit." What are you
 12 referring to there?
 13 A. Potential order with Enron Corporation.
 14 Q. Tell us about the Enron order.
 15 A. Enron is an energy service company, so they
 16 would be hired by building owners, commercial,
 17 industrial, to come in and make their buildings
 18 more energy efficient, which lighting is a part.
 19 Q. So how did your contact with Enron come about?
 20 A. I believe they contacted us directly.
 21 Q. And what did they ask you and what did you tell
 22 them?
 23 A. They were interested in LED lamps for use as
 24 accent lighting in shopping malls.

Page 70

1 Q. Okay. Did you have a product in your line that
 2 was suitable for their needs at that time?
 3 A. Yes.
 4 Q. What product was that?
 5 A. That was the LEDison lamp.
 6 Q. That pre-dated this letter?
 7 A. I'm not sure if it was Enron I'm referring
 8 to, but I do know that Enron was the big order
 9 eventually. So we might have been talking to
 10 someone else, but I wouldn't have written this
 11 letter unless there had been some prior discussion
 12 with some potential customer.
 13 Q. Were you -- does this letter reflect ongoing
 14 discussion with Mr. Yu regarding the introduction
 15 of new LED bulbs to the marketplace in the U.S.?
 16 A. Yes.
 17 Q. When did you first have discussions with Shanghai
 18 regarding the bulbs which ultimately you sold
 19 under the series designation LEDison?
 20 A. Well, first discussion is when I met with him
 21 in Shanghai; the year and the month I don't
 22 recall.
 23 Q. Do you have a record of when that meeting took
 24 place?

Page 71

1 A. I believe so, sure.
 2 MR. OSTRAGER: I'd ask for production
 3 of those documents.
 4 Q. Tell me how they chronologically, how you then
 5 proceeded from the original meeting, to the
 6 marketing of the LEDison series in the United
 7 States?
 8 A. Well, they showed me the product, and I felt
 9 we could market that product in the U.S. and asked
 10 them to send me a bunch of different sample types,
 11 and we tried to distribute them as samples,
 12 basically, to various potential customers and see
 13 what happens.
 14 Q. Were the samples distributed in 1998?
 15 A. Must have been.
 16 Q. When your company distributes samples, is it your
 17 practice to bill your customers for the samples?
 18 A. That would depend.
 19 Q. It would depend on what, sir?
 20 A. It would depend on the type of company it
 21 was, in other words, if it was an electrical
 22 wholesaler, distributor or energy service company,
 23 probably not. If it was someone like a hospital,
 24 we probably would.

Page 72

1 Q. So, you don't have a set policy, sometimes you
 2 bill and sometimes you don't?
 3 A. Right.
 4 Q. Did you ever finalize an order with Enron?
 5 A. Yes.
 6 Q. And approximately when did that happen?
 7 A. It's in the documents.
 8 Q. Do you recall without looking at the documents?
 9 A. Not without looking at them, no.
 10 Q. When you made the order -- when did you first
 11 start using the series designation LEDison?
 12 A. We covered that earlier.
 13 Q. I'm asking you, based on your recollection sitting
 14 here right now?
 15 A. I don't recall.
 16 Q. Let's turn to page 00243 of Exhibit 8. Can you
 17 tell us what this document is?
 18 A. This is a wire transfer from Mule to Shanghai
 19 Baoshan Import/Export Trade Corporation.
 20 Q. What does it represent payment for?
 21 A. Payment for Purchase Order Number 5472.
 22 Q. Is that Page 1 of this document or Bates stamp
 23 number 241?
 24 A. No.

Page 73

1 Q. It's not. Let's turn to Page 244. Can you tell
 2 us what this document is?
 3 A. Purchase order to Shanghai Baoshan
 4 Import/Export Company for LEDison bulbs.
 5 Q. Do you know what the date of this document is?
 6 A. February 14, the year 2000.
 7 Q. Turn to page Bates stamp 246. You see a reference
 8 to products bearing the description LIL0005
 9 LIL0002, LIL0004. What do those designations
 10 refer to?
 11 A. Those refer to LEDison bulbs.
 12 Q. LIL refers to a LEDison bulb?
 13 A. Yes.
 14 Q. I would find that designation in your catalog?
 15 A. Yes.
 16 Q. Let's turn to Page 00253 of this document. Now
 17 you see a LEDison red weatherproofed; do you see
 18 that?
 19 A. Yes.
 20 Q. Is that the same product as shown on the first
 21 page of this exhibit at Page 241 or a different
 22 product?
 23 A. The housing is the same.
 24 Q. Is it a different product or is it the same

Page 74

1 product?

2 A. Well, one difference is that it's

3 weatherproofed.

4 Q. Do you have a list of all of your item numbers

5 that bear -- within the LEDison series?

6 MR. O'BRIEN: I'm just going to

7 object to the characterization to the LEDison mark

8 as a LEDison series. Go ahead, you can answer.

9 A. Yes.

10 Q. Would that be shown in your current catalog?

11 A. What was the -- repeat the question, please.

12 Q. Sir, I'm just trying to identify all of the

13 different item numbers associated with the LEDison

14 series bulbs.

15 A. Item numbers would not be in the catalog.

16 The description would be.

17 Q. Where would I find a list of all the item numbers?

18 A. The item numbers would be in the internal

19 inventory documents.

20 MR. OSTRAGER: Sir, I'm going to mark

21 as Exhibit 9 a collection of inventory control

22 documents and invoices bearing your company's

23 Bates stamp number 00157 through 00163. I'm going

24 to ask the court reporter to mark it as

Page 75

1 Petitioner's Exhibit 9 and then request that you

2 take a look at the documents and tell us if you

3 can identify them.

4 (PETITIONER'S EXHIBIT 9 MARKED

5 FOR IDENTIFICATION)

6 A. Purchase orders and inventory control report.

7 Q. Now, looking first at the control report -- strike

8 that. First, these are documents you maintained

9 in the ordinary course of your business, sir?

10 A. Yes.

11 Q. Who crossed out some of these numbers?

12 A. I did.

13 Q. What did you leave on the page?

14 A. Those items which are LEDison bulbs.

15 Q. Let's turn through the invoices. Again, these are

16 to Royal Electric Supply. Could you tell me

17 whether these represent sample sales or not?

18 A. I would consider this a sale.

19 Q. Well, let's ask the question differently. Was

20 this inventory bulbs that you received as part of

21 the samples from Shanghai?

22 A. No.

23 Q. It's not. Let's turn back to Exhibit 8. The

24 first page is the purchase order. I believe you

Page 76

1 indicated that you -- that this October 25, '99

2 was your first purchase order from Shanghai, and

3 that prior to that you received samples; is that

4 correct?

5 A. Yes.

6 Q. Okay. And you see that this Page 00159 of Exhibit

7 9, we're looking at an invoice to Royal Electric

8 Supply and the invoice date is 5-20-99, which

9 predates that purchase order?

10 A. Right. So it probably was from the samples

11 supplied, sorry.

12 Q. That would be true for the remainder of these

13 invoices; is that correct, sir?

14 A. It would appear to me that there was a

15 purchase order prior to this, and I believe it's

16 Number 5472 indicated on Page 243.

17 Q. Let me take a look at that. 243. You're

18 referring to Exhibit Number 8?

19 A. Right. Page 243, handwritten in the bottom,

20 Shanghai Baoshan PO Number 5472, LEDison bulbs.

21 So, that number is lower than the 5890 number

22 listed in Exhibit 8, Page 241. So I would stand

23 corrected as indicating this was the -- it just

24 seems in looking at this, there obviously, unless

Page 77

1 they cancelled the order or something, but between

2 that designation and the dating of these sales to

3 Royal Electric would indicate that they weren't

4 samples but purchased bulbs that were sold to

5 them.

6 Q. Do you have the purchase order corresponding to

7 this March 18, '99 wire transfer?

8 A. Well, it did not come up in my first search,

9 but I'll try again.

10 MR. OSTRAGER: I request production

11 of the order that reflects this payment.

12 Q. Let me ask you a question, referring to this Page

13 243 of Exhibit 8, where on that document is there

14 a description of the product that you're paying

15 for?

16 A. Handwritten, it says PO Number 5472, and then

17 below that it says LEDison bulbs.

18 Q. Whose handwriting is that?

19 A. That's my handwriting.

20 Q. Okay. And do you have PO 54172 in your records?

21 A. 5472, that's what we just talked about. As I

22 said, it didn't come up in my initial search, but

23 I will look again.

24 Q. How many pieces does this represent?

Page 78

1 A. Well, again, there is a handwritten notation
 2 on Page 243 that says around 300 pieces.
 3 Q. Whose handwritten notation is that?
 4 A. That's my writing.
 5 Q. Okay. Is that a -- what would be a typical size
 6 of a commercial order from Shanghai?
 7 A. Well, they started off in the hundreds, and
 8 then went into the thousands.
 9 Q. Okay. You testified earlier that sometimes you
 10 would bill your customers for samples and
 11 sometimes you don't; is that correct?
 12 A. That's correct.
 13 Q. How about Shanghai, do they bill you for samples?
 14 A. Sometimes they did, sometimes they didn't.
 15 Q. Okay. Do you think that -- does this invoice,
 16 PO54172 reflect an invoice from Shanghai to you in
 17 fact representing a time in which they billed you
 18 for samples?
 19 A. I would have to see the document. I don't
 20 know.
 21 Q. Thank you, let's turn back to Exhibit 9. Let's
 22 turn to page 00159. What product -- it's an
 23 invoice for product, what product does this
 24 represent?

Page 79

1 A. LEDison bulbs.
 2 Q. How do you know it represents LEDison bulbs?
 3 A. The description LIL.
 4 Q. I would find that -- I know I may have asked you
 5 this before, where would I find that description,
 6 which documents?
 7 A. In the catalog.
 8 Q. And the item number I'd find in your inventory
 9 control document?
 10 A. Yes.
 11 Q. What type of database do you use for your
 12 inventory control document?
 13 A. It's a very antiquated DOS-based inventory
 14 control system called M-Y-S-I-S, and I don't
 15 believe the company is even in business anymore.
 16 Q. All right. Let's turn to -- well, looking at this
 17 document 00159, it looks like delivery price is --
 18 what's the net price of this order?
 19 THE WITNESS: Per unit?
 20 MR. OSTRAGER: No, total.
 21 A. \$992.34.
 22 Q. And the price per bulb?
 23 A. \$23.50.
 24 Q. What's the lifespan of these bulbs?

Page 80

1 A. Upwards of ten years.
 2 Q. Anybody ever send you back one of these LEDison
 3 series bulbs and tell you that it's burned out?
 4 A. A few, yes.
 5 Q. What type of quality control do you maintain
 6 regarding your manufacturing?
 7 A. Well, these are manufactured in China.
 8 Q. Do you have any oversight concerning the
 9 manufacturing?
 10 A. Well, they're supposed to test each one, each
 11 one is tested.
 12 Q. That's not my question, sir. What type of
 13 involvement does your company have in the quality
 14 control, if any?
 15 A. We do lot sample testing.
 16 Q. What type of lot sample testing do you conduct?
 17 A. Well, depending on the quantity that came in,
 18 we'd select a certain quantity and put them on a
 19 test track we have built and run the lamps for
 20 some period of days. In addition to that, we have
 21 other lamps that have been operating for years on
 22 test.
 23 Q. Of LEDison series bulbs that have been operating
 24 for years?

Page 81

1 A. Yes.
 2 Q. Ever receive any complaint letters concerning
 3 LEDison bulbs?
 4 A. Not to my knowledge.
 5 Q. Ever receive any complaint letters concerning any
 6 of your products?
 7 A. I'm not sure what you mean by --
 8 Q. Do you maintain any files concerning
 9 correspondence with your customers concerning
 10 product returns, quality issues, defective
 11 products?
 12 A. Well, let's see, if we sold a product and the
 13 customer had a problem with it, we'd issue them a
 14 return authorization number, they would send back
 15 the product and we'd replace it or give them
 16 credit.
 17 Q. I said do you have a file or a database or
 18 documents that would reflect those transactions of
 19 LEDison series bulbs?
 20 A. No.
 21 Q. I wanted to identify any returns the company may
 22 have received of LEDison bulbs or credits or
 23 replacements that were sent out, would there be
 24 any way to identify such transactions?

Page 82

1 A. It would be very difficult.
 2 Q. So you have no documents that you can identify in
 3 that category?
 4 A. There may be documents, but as far as
 5 locating them, it would be unbelievably difficult.
 6 Q. Where would you maintain such documents?
 7 A. It would be in the accounts receivable file.
 8 But the problem would be in determining who were
 9 the customers. The customers aren't designated by
 10 the kind of product they purchase.
 11 Q. Who would be responsible in your company to handle
 12 such returns?
 13 A. Robert H. Cross.
 14 Q. Is that your son?
 15 A. Yes.
 16 Q. Where is he based?
 17 A. In Providence.
 18 Q. You maintain your offices in Providence?
 19 A. Just the one location.
 20 Q. Do you have locations anyplace else?
 21 A. No.
 22 Q. Where do you maintain your warehouses?
 23 A. In Providence.
 24 MR. OSTRAGER: Sir, I'm going to mark

Page 83

1 as Petitioner's Exhibit 10, Mule Emergency
 2 Lighting Inventory Control, and the invoices
 3 bearing Mule document production numbers 00164
 4 through 00181. And after the court reporter marks
 5 the document, I'll ask you to take a look at it
 6 and tell us if you can identify it.
 7 (PETITIONER'S EXHIBIT 10
 8 MARKED FOR IDENTIFICATION)
 9 A. Year 2000 inventory control report, purchase
 10 orders issued in the year 2000 for LEDison bulbs.
 11 Q. Sir, am I correct in understanding that this
 12 inventory control reflects all of your sales in
 13 2000 of the product? By that I mean the LEDison
 14 series product?
 15 A. Yes.
 16 Q. Now if we can refer back to Exhibit 9, does that
 17 document reflect all sales in '99?
 18 A. Yes.
 19 Q. And does Exhibit 7 reflect all sales in '98?
 20 A. To the best of my knowledge, yes.
 21 Q. Okay. Let's focus on Exhibit 10. Turn to page
 22 Mule 00171. Can you identify this document?
 23 A. An invoice, January 2000 to Royal Electric
 24 Supply.

Page 84

1 Q. Under the item description there's the statement
 2 "Include nine pieces in warranty replacements" and
 3 some language that's cut off or not discernible
 4 "per agreement and discussion." Do you understand
 5 what that refers to?
 6 A. Uh-huh.
 7 Q. What is it?
 8 A. Well, it appears that the customer had a
 9 problem with nine pieces, shipping damage, wrong
 10 voltage applied, whatever reason, and we're
 11 replacing them.
 12 Q. What was your warranty policy with regard to the
 13 LEDison series bulbs?
 14 A. I believe it's a one-year replacement.
 15 Q. Do you have any documents that reflect what the
 16 warranty policies are with respect to LEDison
 17 series bulbs?
 18 A. Not specifically.
 19 Q. Sir, I see that we have -- I frequently see a
 20 reference to Royal Electric Supply, is that one of
 21 your principal customers for the LEDison series
 22 bulbs?
 23 A. It appears they were in the year 2000.
 24 Q. Could you identify for us your five largest

Page 85

1 customers of LEDison series bulbs in the last two
 2 years?
 3 A. I can't, no.
 4 Q. Would you have any documents that would reflect
 5 that?
 6 A. It would be very difficult to find that. As
 7 you can tell from these inventory control reports,
 8 they don't refer to any customer number.
 9 Q. Could you tell me who your -- could you identify
 10 important customers with respect to your LEDison
 11 series bulb product?
 12 THE WITNESS: What time period?
 13 MR. OSTRAGER: 2003, 2004.
 14 A. Enron Energy Services.
 15 Q. Enron. Anybody else?
 16 A. Well, apparently, this Royal Electric.
 17 Q. Do you still sell product to Royal Electric?
 18 A. I don't know off the top of my head.
 19 Q. Okay. Do you still sell product to Enron Energy
 20 Services?
 21 A. No.
 22 Q. They're now out of business?
 23 A. As I understand it, yes.
 24 Q. Did they pay you?

Page 86

1 THE WITNESS: Is that a question?
 2 MR. OSTRAGER: Sure.
 3 A. They paid for most of it.
 4 Q. Let's turn to Page 00180. You see Cameron &
 5 Barkley. Are they an important customer of yours
 6 with respect to the LEDison series bulbs?
 7 A. Not particularly, no.
 8 Q. In the ordinary course of your business, how do
 9 these orders come about in general?
 10 A. Generally, they're faxed to us.
 11 Q. Do they originate at trade shows or through
 12 catalog, Internet; what's your basic mode of
 13 receiving orders or marketing the product?
 14 A. Catalog and Internet are the major ones. We
 15 also have independent reps in some locations who
 16 would be calling on like a Cameron & Barkley.
 17 Q. Would your son go out in the field and market
 18 product?
 19 A. Not in the field, but telephone.
 20 MR. OSTRAGER: I'm going to mark as
 21 Petitioner's Exhibit 11 a Mule inventory control
 22 document for the period apparently ending 12-31-01
 23 with annexed invoices. They bear Mule Bates stamp
 24 number 00182 through Mule 00205. I'd ask the

Page 87

1 court reporter to mark this document and then,
 2 sir, we'll request that you take a look at it and
 3 identify it for us.
 4 (PETITIONER'S EXHIBIT 11 MARKED FOR
 5 IDENTIFICATION)
 6 A. Inventory control reports for the year 2001.
 7 Customer invoices for the year 2001.
 8 Q. Does this document reflect all sales of LEDison
 9 series bulbs in 2001?
 10 A. Yes.
 11 Q. Looking at Page 00182, am I correct in
 12 understanding that the item numbers that are not
 13 crossed out reflect -- are item numbers which
 14 reflect LEDison product?
 15 A. They reflect sales of LEDison bulbs.
 16 Q. Okay. Could you look through this document and
 17 tell us based upon this collection of invoices who
 18 your most important customers were in 2001 with
 19 respect to LEDison series product?
 20 A. Walter's Wholesale.
 21 Q. What page do you see an invoice to Walter's?
 22 A. There's a few. 183, 184, 185.
 23 Q. Anybody else?
 24 A. Voss Lighting.

Page 88

1 Q. What pages are those invoices?
 2 A. 186 through 189. Graybar Electric.
 3 Q. What pages are those invoices?
 4 A. 191 through 194. Enron Energy Services, 195
 5 through 203.
 6 Q. Let's take a look at the invoices to Walter's
 7 Wholesale. What type of company is Walter's
 8 Wholesale?
 9 A. Walter's, electrical distributor.
 10 Q. Do you know what type of products they sell?
 11 A. All types of electrical goods.
 12 Q. Do you know who their principal customers are, end
 13 use customers?
 14 A. I would guess it's electrical contractors,
 15 energy service companies.
 16 MR. O'BRIEN: I don't want you to
 17 guess, only if you know.
 18 Q. Do you know, sir?
 19 A. I know. Electrical contractors and energy
 20 service companies.
 21 Q. Can you look at the invoices to Walter's Wholesale
 22 and just tell us approximately what your sales
 23 were in 2001 of LEDison series bulbs?
 24 A. Approximately 15,000.

Page 89

1 Q. Okay. Let's turn to page 00186, that's Voss
 2 Lighting in Albuquerque, New Mexico. What type of
 3 company is Voss Lighting?
 4 A. I don't know.
 5 Q. Do you have any documents that would reflect what
 6 type of company they are?
 7 A. We probably have a purchase order from them
 8 that might give a more lengthy name, so they're
 9 either a wholesaler or a contractor.
 10 MR. OSTRAGER: I would request
 11 production of any purchase orders you may have
 12 from Voss Lighting.
 13 Q. What is your approximate sales of LEDison series
 14 bulbs to Voss Lighting in 2001?
 15 A. \$5,000.
 16 Q. Okay. Let's turn to document 00191. Here are a
 17 collection of invoice to Graybar Electric Co.
 18 Lakeland. Can you tell us what type of company
 19 Graybar is?
 20 A. Electrical wholesaler and distributor.
 21 Q. They're in St. Louis, Missouri?
 22 A. This particular branch.
 23 Q. Okay. Do they have branches elsewhere in the
 24 country?

Page 90

1 A. All over the U.S., as far as I understand it.
 2 Q. What type of business are they in?
 3 A. As I said, electrical wholesaling and
 4 distributing.
 5 Q. Who do they sell to?
 6 A. Electrical contractors, energy service
 7 companies and others, perhaps, industrial users
 8 would be one.
 9 Q. What's the approximate dollar value of sales to
 10 Graybar in 2001?
 11 A. It looks like \$4,000.
 12 Q. Then you mentioned Enron. I think we have some
 13 invoices from Enron beginning at Mule document
 14 00195. Could you tell us what your approximate
 15 sales were to Enron in 2001?
 16 A. About 275,000.
 17 Q. Would it be fair to say Enron was your largest
 18 customer for LEDison series bulbs in 2001?
 19 A. For LEDison bulbs, yes.
 20 MR. OSTRAGER: Okay. I'm going to
 21 mark as Petitioner's Exhibit 12 Mule inventory
 22 control for the year 2002 with annexed invoices,
 23 and this document bears Mule Bates stamp number
 24 00206 through 00223. We'll ask the court reporter

Page 91

1 to mark this document and then we'll request sir
 2 that you take a look at it and identify it for us.
 3 (PETITIONER'S EXHIBIT 12
 4 MARKED FOR IDENTIFICATION)
 5 A. Inventory control report for the year 2002,
 6 customer invoices for the year 2002.
 7 Q. Would this document reflect all of your sales of
 8 LEDison series product in 2002?
 9 A. No, it would not.
 10 Q. What would be not included in this document?
 11 A. It reflects the sales of LEDison bulbs.
 12 Q. As distinct from LEDison product?
 13 A. Series.
 14 Q. Do you refer to LEDison in your catalogs as
 15 LEDison series?
 16 A. Yes, we do, as a category description, not
 17 the product.
 18 Q. Let's talk about LEDison bulbs, we'll use that for
 19 the present.
 20 A. Thank you.
 21 Q. Does this document reflect all your sales of that
 22 particular product?
 23 A. Yes, it does.
 24 Q. Okay. Could you go through this document in a

Page 92

1 manner similar to Exhibit 11 and identify your
 2 most important customers in 2002 for the LEDison
 3 bulbs?
 4 A. Voss Lighting, Applied Energy Management.
 5 Those are the two major ones.
 6 MR. OSTRAGER: I'm going to mark as
 7 Petitioner's Exhibit 13 Mule Lighting inventory
 8 control for the year 2003 -- it looks like it's
 9 the year 2003, and it bears Mule number 00224
 10 through 00240, and we'll ask the court reporter to
 11 mark it and show it to you, sir, and request that
 12 you identify it for uses.
 13 (PETITIONER'S EXHIBIT 13
 14 MARKED FOR IDENTIFICATION)
 15 A. Mule inventory control report for 2003,
 16 invoices to customers for the year 2003.
 17 Q. Sir, does this report cover all of 2003 or does it
 18 run only through 11-30-03? I'm referring to the
 19 exclusion date at the top of the report.
 20 A. Right, I noticed that. There probably were
 21 not any sales in December '03, but I believe I can
 22 reverify that. I prepared this, so I'm pretty
 23 sure it's all of '03. There would be no other
 24 reason to cut it off.

Page 93

1 Q. Do you have any sales in '04 of LEDison bulbs?
 2 MR. O'BRIEN: It's actually part of
 3 the documentation today.
 4 MR. OSTRAGER: Great. I appreciate
 5 it.
 6 (DOCUMENTS PRODUCED TO MR. OSTRAGER)
 7 THE WITNESS: I see an error in
 8 this.
 9 Q. In which report, sir?
 10 A. Page 224.
 11 Q. You're referring to Exhibit 13?
 12 A. Yes.
 13 Q. What's the error, sir?
 14 A. Not the blocked-out numbers, but going to the
 15 ones that are left, the third item down, 949110,
 16 and the fourth item number, 949130, are not
 17 LEDison bulbs.
 18 MR. OSTRAGER: Do you want to mark
 19 that exhibit.
 20 (WITNESS WRITING ON DOCUMENTS)
 21 MR. OSTRAGER: And put your initials.
 22 THE WITNESS: Just line it?
 23 MR. OSTRAGER: Yes.
 24 THE WITNESS: Oops, wrong line.

Page 94

1 I'll do it over here.
 2 (OFF THE RECORD)
 3 Q. Those numbers are which ones again?
 4 A. 949110 and 949130.
 5 MR. OSTRAGER: Thank you, sir let's
 6 mark as Petitioner's Exhibit 14 a document that
 7 was produced today, and it's Mule inventory and it
 8 has an exclusion date of August 31, '04. I'll ask
 9 the report reporter to mark that and show it to
 10 you.
 11 (PETITIONER'S EXHIBIT 14
 12 MARKED FOR IDENTIFICATION)
 13 Q. Can you tell us what this document represents?
 14 A. This is the inventory control report for the
 15 year 2004 through August 31st.
 16 Q. Okay. So would that pick up where Exhibit 13
 17 ends?
 18 A. Yes. With the proviso there may have been
 19 sales in December, I really don't think there
 20 were.
 21 MR. OSTRAGER: We'll ask for
 22 production of those documents if they exist. So,
 23 Mr. O'Brien, did you produce today the invoices
 24 corresponding to what was marked as Exhibit 14?

Page 95

1 THE WITNESS: No.
 2 MR. OSTRAGER: We'll ask you to
 3 produce those documents. Also, I'd request that
 4 you produce the purchase orders corresponding to
 5 the invoices reflected in these inventory control
 6 reports for the period 1998 to the present.
 7 THE WITNESS: Most of that has been
 8 furnished, not the last year or two.
 9 (OFF THE RECORD)
 10 (LUNCH RECESS 12:10 TO 12:50 P.M.)
 11 Q. Sir, you understand you're still under oath?
 12 A. Yes, I do.
 13 Q. I'd like to go over some documents that your
 14 counsel produced for us today. First is a
 15 collection of documents for the year 2003 with the
 16 notation Overture on them. Could you tell us
 17 first what entity or concern is Overture?
 18 A. Internet advertising firm.
 19 Q. Does your company work with Overture?
 20 A. Yes.
 21 Q. What type of service or services does Overture
 22 provide to your company?
 23 A. What we do is put the key words into their
 24 search engine, and based on the customer

Page 96

1 click-throughs we're charged for them.
 2 Q. Is overture --
 3 A. It's similar to a Google.
 4 Q. Search engine. So, when people put in certain
 5 words, your advertisements pop up for them to
 6 review?
 7 A. That's the theory, yeah.
 8 Q. And then they count the number of clicks and then
 9 they charge you for that?
 10 A. Correct.
 11 Q. First, I'll show you the documents which appear to
 12 have some handwritten notations on them with the
 13 year 2003 and we'll mark it as Petitioner's
 14 Exhibit 15.
 15 (PETITIONER'S EXHIBIT 15 MARKED
 16 FOR IDENTIFICATION)
 17 MR. OSTRAGER: I only have one copy
 18 of this document.
 19 MR. O'BRIEN: Glenn, as we're just
 20 producing these today, they're not Bates stamped,
 21 some may be confidential, so I will be designating
 22 them after the deposition.
 23 MR. OSTRAGER: I'll tell you what,
 24 I've tried to collect these documents, and I don't

Page 97

1 know that your document corresponds fully to what
 2 I have here. Can we go off the record.
 3 (OFF THE RECORD)
 4 Q. Can you tell us what that document reflects?
 5 A. These are our expenditures with Overture for
 6 Internet advertising, January '03 -- well, are for
 7 the year 2003.
 8 Q. This would be for your entire company?
 9 A. Yes.
 10 Q. Not specifically directed to any specific product,
 11 your entire product line?
 12 A. Well, they don't apply specifically to
 13 LEDison bulbs, is that what you mean?
 14 Q. What pops up when there is a click?
 15 A. It could be the name of -- it could be
 16 something as generic as emergency light, LED lamp,
 17 Mule Lighting. So it could be products or the
 18 name of the company, things like that.
 19 Q. And what information would the viewer observe once
 20 they plugged in one of these words into the
 21 Overture browser?
 22 A. Depending on the keyword, that's what they
 23 call them, keyword advertising, there would be a
 24 short description of the product or the company or

Page 98

1 a range of products, which would be linked to our
 2 website, so if they click on it they go right to
 3 the website.
 4 Q. The top right-hand corner of this Exhibit 15, tell
 5 us what that notation is in the top-right hand
 6 corner?
 7 A. T-h-o-s Edison.
 8 Q. T-h-o-s Edison?
 9 A. Yes.
 10 Q. Is that like Thomas Edison?
 11 A. Exactly.
 12 Q. Can you tell me whose handwriting that?
 13 A. That's mine.
 14 Q. Why do you have Thomas Edison there?
 15 A. Because that's how I internally refer to this
 16 case or whatever.
 17 MR. OSTRAGER: Oh, I see. Let's mark
 18 as Exhibit 16, Petitioner's Exhibit 16, a document
 19 which you produced today which has headings on it,
 20 Overture, Google, TRA and data for what appears to
 21 be 2004. I'll ask the court reporter to mark that
 22 and then show it to you, sir.
 23 (PETITIONER' EXHIBIT 16
 24 MARKED FOR IDENTIFICATION)

Page 99

1 Q. Can you tell us what that document reflects?
 2 A. This is a summary of advertising expenditures
 3 and catalog printing costs by Mule.
 4 Q. For what type period?
 5 A. Depending on the vendor, ranging from 2002
 6 through 2004.
 7 Q. When you say catalog printing, what connection
 8 does Overture have to your catalog printing costs?
 9 A. Oh, it doesn't. That would be the columns
 10 labeled TRA and "printer new and print old."
 11 Q. Okay. So Overture and Google are Internet
 12 advertising, and TRA is cost of catalog
 13 production?
 14 A. Correct.
 15 MR. OSTRAGER: I have some documents
 16 which appear to be statements from Overture
 17 Services, for what appears to be 2004 period. Mr.
 18 O'Brien, do you have another set of these?
 19 MR. O'BRIEN: I do.
 20 MR. OSTRAGER: Let's mark these as
 21 Overture statements for 2004 as Petitioner's
 22 Exhibit 17. We'll ask the court reporter to mark
 23 them and then show it to you for identification.
 24

Page 100

1 (PETITIONER'S EXHIBIT 17
 2 MARKED FOR IDENTIFICATION)
 3 A. These are charges from Overture.
 4 Q. Does that cover 2004 period?
 5 A. '03 and '04, so there's some duplication. To
 6 the extent I was able to get the particular
 7 statement for a month, I did print it out from the
 8 Overture site but they only allowed me to go back
 9 to March '04; in other words, the prior months,
 10 they don't have.
 11 Q. Am I correct in understanding, sir, these Overture
 12 charges reflect advertising for your entire
 13 product line through Overture?
 14 A. Yes.
 15 Q. How many products do you have in your line?
 16 A. Several hundred I'd say, sure.
 17 MR. OSTRAGER: Sir, I'm going to show
 18 you a document which is an invoice dated 12-17-02,
 19 from Accurate Litho, we'll mark that as
 20 Petitioner's Exhibit 18 and ask you to, after the
 21 court reporter marks it, to identify it for us.
 22 (PETITIONER'S EXHIBIT 18
 23 MARKED FOR IDENTIFICATION)
 24 A. This is an invoice from the printer who

Page 101

1 printed our most recent catalog.
 2 Q. Was your most recent catalog printed in '02?
 3 A. In '02, yes.
 4 MR. OSTRAGER: I'm going to show you
 5 a document, two-page document, sir, from which
 6 appears to be an account report for the period
 7 January '01 through December '03 from Google, and
 8 mark it as Petitioner's Exhibit 19 and provide it
 9 to the court reporter to mark it and then show it
 10 to you for identification.
 11 (PETITIONER'S EXHIBIT 19
 12 MARKED FOR IDENTIFICATION)
 13 Q. Tell us what that represents.
 14 A. These are the expenditures to Google for the
 15 year 2002, 2003, 2004.
 16 Q. That's for your entire company and your entire
 17 product line?
 18 A. Correct.
 19 MR. OSTRAGER: I'm going to show you
 20 a document also under the Google letterhead which
 21 appear to be charges for the period '02 to the
 22 present, the January '04. We'll mark that as
 23 Petitioner's Exhibit 20. I'll ask you to identify
 24 it after the court reporter marks it.

Page 102

1 (PETITIONER'S EXHIBIT 20 MARKED
2 FOR IDENTIFICATION)
3 A. These are the monthly charges by Google which
4 would make up part of the summary page on Exhibit
5 19.
6 Q. Again, you have a reference to Thomas Edison on
7 that document; is that your handwriting?
8 A. Yes, it is.
9 Q. Again, why do you have that reference?
10 A. Because I felt this whole proceeding was a
11 joke, so I call it the Thomas Edison file.
12 Q. So you think this whole proceeding is a joke?
13 A. Yeah.
14 Q. Okay. Why do you think it's a joke, sir?
15 A. I don't get the connection.
16 Q. Do you think there is any similarity between
17 LEDison and Edison in terms of --
18 A. No, I do not.
19 Q. How many letters do they share?
20 A. Well, let's see, six.
21 Q. What is the distinction in terms of alphabetic
22 letters between LEDison and Edison?
23 A. The capital L, E and D.
24 Q. How many different letters are there?

Page 103

1 A. There would be one different letter.
2 Q. One different letter?
3 A. Yeah.
4 Q. Okay. Would you have a problem, sir, if somebody
5 opened up electrical lighting company and called
6 it LMule?
7 MR. O'BRIEN: Objection. Calls for
8 speculation. Argumentative.
9 Q. I'm asking you whether you would consider that to
10 be a problem.
11 MR. O'BRIEN: I'm going to object
12 again. It calls for speculation and
13 argumentative.
14 MR. OSTRAGER: You can objection.
15 MR. O'BRIEN: Let me finish and state
16 my objection. Go ahead, you can answer.
17 A. I can't answer it, I don't know.
18 Q. You don't know whether it would be troublesome to
19 you?
20 A. Right.
21 MR. OSTRAGER: Sir, I'm going to show
22 you a document under the letterhead of Thomas
23 Rankin Associates which appear to be invoices for
24 the year 2002 and we'll mark this as Petitioner's

Page 104

1 Exhibit 21 and we'll provide it to the court
2 reporter to mark and then you can identify it for
3 us.
4 (PETITIONER'S EXHIBIT 21
5 MARKED FOR IDENTIFICATION)
6 A. These are invoices from our public relations
7 firm projects they do.
8 Q. Does this cover all of your expenditures with
9 Thomas Rankin Associates in 2002?
10 A. I think these only cover the ones where the
11 catalog was involved or LEDison bulbs were
12 involved. So there might be other invoices for
13 things unrelated to that.
14 Q. Is it your testimony that the invoices shown in
15 Exhibit 21 relate solely to LEDison bulbs?
16 A. Parts of it. See, it's broken down by
17 different project numbers, so I went through and
18 pulled out the ones that made any reference to
19 LEDison bulbs or the production of the catalog.
20 MR. OSTRAGER: I'm going to mark as
21 Petitioner's Exhibit 22 a collection of documents
22 under the heading Thomas Rankin Associates which
23 appear to cover the period '03 through '04. We'll
24 mark that as 22, ask the court reporter to mark

Page 105

1 that and show it to you for identification.
2 (PETITIONER'S EXHIBIT 22
3 MARKED FOR IDENTIFICATION)
4 A. These are invoices from '03 and '04 that have
5 charges that relate to either LEDison bulbs or
6 maybe the catalog.
7 MR. OSTRAGER: Okay. Thank you.
8 Sir, I'm going to mark as Petitioner's Exhibit 23
9 a collection of documents which is printed from
10 Cooper Lighting's web page, it consists of four
11 pages, we'll mark that 23 and ask the court
12 reporter to provide you with a marked copy.
13 (PETITIONER'S EXHIBIT 23
14 MARKED FOR IDENTIFICATION)
15 Q. Sir, I'd like you to look through this document
16 and tell me if you've ever seen any of these pages
17 before?
18 A. I know I've been to the McGraw-Edison site.
19 Whether I was on Cooper's home page or not, I'm
20 not sure.
21 Q. Why don't you turn to the third page of this
22 document. Do you see on the left-hand column a
23 list of various brand names?
24 A. Yes, I do.

Page 106

1 Q. Are you familiar with any of those products?
 2 A. Yes, I am.
 3 Q. Why don't you go through them and tell me what you
 4 know about each of those products?
 5 A. Sure-Lites is a direct competitor of Mule.
 6 Q. What is Sure-Lights, what product is --
 7 A. Emergency lights and exit signs.
 8 Q. Any others that you're familiar with?
 9 A. AtLite, direct competitor, emergency lights
 10 and exit signs. A couple of these other names
 11 I've seen, but I am not familiar with what the
 12 exact products are. Like that Metalux, I've seen
 13 that name before, but I have no idea what they
 14 make.
 15 Q. How about CooperLED?
 16 A. No.
 17 Q. Never heard of it,
 18 A. Cooper Lighting.
 19 Q. Turn to the next page. You see under the heading
 20 CooperLED, I'll read it into the record,
 21 "CooperLED led traffic signals are" -- "CooperLED,
 22 LED traffic signals are designed to meet rigid
 23 traffic control device standards established by
 24 the various jurisdictional entities throughout the

Page 107

1 United States and Canada." Are you familiar with
 2 that product at all?
 3 A. I know there are LED traffic signals in the
 4 marketplace.
 5 Q. Do you sell LED traffic signals?
 6 A. No.
 7 Q. Would you consider that product to be competitive
 8 with yours?
 9 A. No.
 10 Q. Turn to the third page again, you see
 11 McGraw-Edison. Under that heading it reads,
 12 "Durable efficient HID fixtures." Does your
 13 company sell fixtures of that type?
 14 A. Do not manufacture fixtures of that type.
 15 Q. What type of fixtures do you sell?
 16 A. LED bulbs, exit fixtures and emergency lights
 17 are the major categories.
 18 Q. Have you ever encountered Cooper Lighting at
 19 various trade shows?
 20 A. I've seen the divisions at trade shows. You
 21 know, maybe it says Cooper Lighting across the top
 22 of the booth. A lot of large companies will have
 23 multiple divisions under the same umbrella, but...
 24 Q. Have you ever seen McGraw-Edison at any trade

Page 108

1 shows?
 2 THE WITNESS: What?
 3 MR. OSTRAGER: McGraw-Edison.
 4 A. Probably.
 5 Q. Is McGraw-Edison a brand you're generally familiar
 6 with?
 7 A. No.
 8 Q. Do you know anything about the history of the
 9 McGraw-Edison Company?
 10 A. No, I don't.
 11 Q. Are you aware McGraw-Edison is a successor to
 12 Thomas A. Edison?
 13 A. No, I'm not.
 14 Q. Are you aware that Thomas A. --
 15 A. I am now.
 16 Q. Are you aware Thomas A. Edison marketed light
 17 bulbs?
 18 MR. O'BRIEN: Objection to form.
 19 A. I know he invented it.
 20 Q. Okay. Sir, earlier on, sir, I had shown you
 21 Exhibit 2, which was the petition to cancel. Did
 22 you ever read that document, sir?
 23 A. I reviewed it, yes.
 24 Q. Is there any explanation in that document

Page 109

1 concerning McGraw-Edison and its heritage?
 2 A. Well, I'm noticing it for the first time on
 3 Page 5.
 4 MR. OSTRAGER: Let's move on, sir.
 5 I'm going to mark as Petitioner's Exhibit 24 a
 6 collection of documents under the heading Cooper
 7 Lighting McGraw-Edison, consisting of 16 pages, it
 8 was printed from the website on September 22nd,
 9 2004. I'll ask the court reporter to mark it and
 10 show it to you.
 11 (PETITIONER'S EXHIBIT 24
 12 MARKED FOR IDENTIFICATION)
 13 Q. Sir, you testified earlier that you may have
 14 looked at the McGraw website, do you recognize any
 15 of the pages in this document.
 16 A. I do recognize some of them, yes.
 17 Q. Let's read into the record some of the text on
 18 Page 1 of this exhibit. "McGraw-Edison offers a
 19 range of versatile, high performance and efficient
 20 HID fixtures for outdoor applications." Were you
 21 aware of that prior to today?
 22 THE WITNESS: Am I?
 23 Q. Were you aware of that, that McGraw-Edison
 24 marketed such products prior to today?

Page 110

1 A. Yes. When I received Exhibit 2.
 2 Q. Prior to that you never heard of McGraw-Edison?
 3 A. I had heard of it, but again, was not
 4 familiar with what kind of products they offered.
 5 Q. When you conducted your Internet search when you
 6 first derived the LEDison mark, did you see a
 7 reference to McGraw-Edison?
 8 A. Absolutely not.
 9 Q. Now in the right-hand column on Page 1 of this
 10 document there's a list of product categories?
 11 A. Uh-huh.
 12 Q. Areas/roadway, decorative, flood lighting,
 13 parking, garage, pathways, poles, wallmount. Do
 14 you sell products in these categories?
 15 A. No, we don't.
 16 Q. Do your LED's have applications in any of these
 17 categories?
 18 A. Well, the decorative, perhaps, but it's too
 19 general a term here. It appears the kind of
 20 products that they're manufacturing are outdoor,
 21 high abuse and very high illumination. The LED
 22 bulbs are basically accent lighting, whether it's
 23 used as decorative or even on a pathway, say,
 24 okay.

Page 111

1 Q. Would electrical suppliers distribute products
 2 shown in Exhibit 24?
 3 A. Yes, they would.
 4 Q. Would your customer sell the products that are
 5 shown in Exhibit 24 and you can look through this
 6 whole exhibit?
 7 MR. O'BRIEN: Objection. Calls for
 8 speculation. I'll let him answer if he knows.
 9 Q. Do you understand the question, sir?
 10 A. No.
 11 Q. Are the products shown in Exhibit 24 distributed
 12 through electrical suppliers?
 13 A. I believe they are.
 14 MR. O'BRIEN: Objection. Again.
 15 Calls for speculation.
 16 A. I don't know if McGraw-Edison does.
 17 Q. But in general?
 18 A. In general, yes.
 19 MR. OSTRAGER: Sir, I'm going to mark
 20 as Petitioner's Exhibit 25 a printout from Cooper
 21 Lighting's website under for their product brand
 22 CooperLED and it consists of eight pages and we'll
 23 mark it as Petitioner's Exhibit 25.
 24

Page 112

1 (PETITIONER'S EXHIBIT 25
 2 MARKED FOR IDENTIFICATION)
 3 Q. Please take a look at this document and tell me
 4 whether you've ever seen any of these pages on the
 5 Web.
 6 A. I don't believe so, no. It's all traffic,
 7 right?
 8 Q. Take a look at it.
 9 (PAUSE)
 10 Q. Does your company have any involvement in the
 11 traffic field?
 12 A. No.
 13 MR. OSTRAGER: Sir, we're going to
 14 mark as Petitioner's Exhibit 26, a printout from
 15 Cooper Lighting's web page for the brand AtLite
 16 which consists of 24 pages. After it's marked,
 17 we'll ask you to take a look at it.
 18 (PETITIONER'S EXHIBIT 26
 19 MARKED FOR IDENTIFICATION)
 20 (PAUSE)
 21 A. Okay.
 22 Q. Are you familiar with this website?
 23 A. No.
 24 Q. You've never seen it before?

Page 113

1 A. I might have seen a couple of these pages on
 2 the emergency lighting units or even the LED exit
 3 signs.
 4 Q. Is AtLite a direct competitor of yours?
 5 A. Yes, they are.
 6 Q. Are you familiar with the products shown on these
 7 various pages?
 8 A. Only some of them. None of the first few
 9 pages.
 10 Q. Why don't you tell me which products you're
 11 familiar with.
 12 A. The H industrial series; the recessed gimbal
 13 page, the FP battery pack page, the XLA1 page,
 14 XPAB page -- two pages, I believe that's it.
 15 Q. Are those products competitive with your lines?
 16 A. Yes, they are.
 17 Q. Do you encounter AtLite at various trade shows?
 18 A. Probably, sure.
 19 Q. Are you aware that AtLite sells into -- is
 20 approved for sale of its emergency lighting and
 21 signage in New York City?
 22 A. I wasn't, until I'm reading this first page
 23 here.
 24 Q. Are your products approved for sale in New York

Page 114

1 City?

2 A. Any products we have approved for sale in New

3 York City are supplied to us by another

4 manufacturer with that kind of a rating. It's

5 very specific codes for New York City.

6 Q. Do you sell product into New York City?

7 MR. O'BRIEN: Any product?

8 MR. OSTRAGER: Yes.

9 A. I couldn't put my finger on whether we have

10 or not.

11 MR. OSTRAGER: We'll mark as

12 Petitioner's Exhibit 27 a Cooper Lighting web

13 pages with the heading, "About Cooper" on Page 1

14 and consists of seven pages.

15 (PETITIONER'S EXHIBIT 27

16 MARKED FOR IDENTIFICATION)

17 Q. If you could turn through these pages, sir.

18 (WITNESS PERUSING DOCUMENTS)

19 Q. Have you have seen these pages?

20 A. I don't believe so, no.

21 Q. Let's turn to the last three pages of the

22 document, it has the heading "About Cooper," and

23 then there is the following text, "Cooper Lighting

24 actively supports and participates in trade shows

Page 115

1 that serve industries such as residential home

2 builders, electrical contractors, industrial and

3 plant facility managers, utilities and departments

4 of transportation, local electrical associations

5 and retail mass merchandising." Do you see that,

6 sir?

7 A. Yes.

8 Q. Would that description also apply to Mule

9 Lighting?

10 A. No.

11 Q. In what respects would it differ?

12 A. We don't participate in trade shows.

13 Q. You don't participate in any trade shows anywhere?

14 A. No.

15 Q. Well, do you sell into the market identified in

16 that text, namely, residential home builders,

17 electrical contractors, industrial and plant

18 facility managers, utilities and departments of

19 transportation, local electrical associations and

20 retail and mass merchandising?

21 A. Definitely electrical contractors.

22 Q. Anything else?

23 A. Maybe industrial and plant facility managers,

24 some large very companies or organizations

Page 116

1 sometimes.

2 Q. How about the rest of these categories?

3 A. Well, we don't sell to associations, mass

4 merchandisers, residential home builders, no.

5 It's possible we've sold to a utility before.

6 Q. Sir, does anyone from your company attend trade

7 shows around the country?

8 A. That would be me.

9 Q. Okay. How many trade shows have you attended in

10 the last -- from January '03 to the present?

11 A. One.

12 Q. Which one is that?

13 A. That Lightfair in New York City, it's called

14 Lightfair.

15 Q. When was that?

16 A. Let's see, it was either 2002 or 2003.

17 Q. Do you plan to attend any trade shows in 2004?

18 A. I have no specific plans, not to say that I

19 wouldn't.

20 Q. Okay. Why don't you look down the list of trade

21 shows listed here and tell me whether or not you

22 have any knowledge concerning these various trade

23 shows, and I'm referring to the list of trade

24 shows on the last three pages of Exhibit 27.

Page 117

1 A. The question is am I familiar?

2 Q. What knowledge do you have of these trade shows?

3 A. I've heard of this Lightfair International,

4 but I've never been to it.

5 Q. Do these various trade shows -- let's look at them

6 in order beginning in January '04, we have

7 ACA-winter. Do you know what that refers to?

8 A. No.

9 Q. How about the NAHB?

10 A. No.

11 Q. The SPECS?

12 A. No.

13 Q. The Clean Rooms-East?

14 A. No.

15 Q. 21st Century Expo & Conference?

16 A. No.

17 Q. Lightfair International, you're familiar with?

18 A. Yes.

19 Q. What type of companies make presentations at

20 Lightfair?

21 A. Lighting companies.

22 Q. Like your own?

23 A. Sure.

24 Q. Then we have the SWEE, South West Electrical Expo.

Page 118

1 Any knowledge of that trade show?
 2 A. No.
 3 Q. How about the Upper Midwest Electrical Expo?
 4 A. No.
 5 Q. Main Street?
 6 A. No.
 7 Q. Retail Construction Expo; no?
 8 A. No.
 9 Q. Go down the list on the next page.
 10 A. American Lighting Association, I've heard of
 11 that association, I don't know if they have a
 12 trade show. NAED stands for National Association
 13 of Electrical Distributors. I've never been to
 14 one of those. AIA I'm familiar with because I've
 15 used architects in the past personally. IES is
 16 Illumination Engineering Society, I don't believe
 17 they have trade shows but I know that.
 18 Q. Do you participate in any of their activities?
 19 A. No. Graybar who we've sold -- that's a
 20 national chain, so I don't know what that means.
 21 Of course I know who they are. Lightshow West,
 22 maybe, I've heard of that. I don't know what it
 23 is. NECA I believe is National Electrical
 24 Contractors Association. Again, I don't know if

Page 119

1 they have a trade show. I've never attended any
 2 of their things. And Retail Construction, I don't
 3 know them.
 4 MR. OSTRAGER: Sir, I thank you. I
 5 have no further questions. Maybe your attorney
 6 may have some cross?
 7 MR. O'BRIEN: I don't have any
 8 questions.
 9 THE REPORTER: Do you want the
 10 original and a copy?
 11 MR. OSTRAGER: The original and a
 12 mini.
 13 MR. O'BRIEN: I'll have the mini and
 14 one full size.
 15 (DEPOSITION CLOSED AT 1:32 P.M.)
 16
 17
 18
 19
 20
 21
 22
 23
 24

Page 120

1 C-E-R-T-I-F-I-C-A-T-E
 2 I, LINDA L. GUGLIELMO, a Notary Public in and for
 3 the State of Rhode Island, duly commissioned and
 4 qualified to administer oaths, do hereby certify
 5 that the foregoing deposition of ROBERT P. CROSS, a
 6 Witness in the above-entitled cause, was taken
 7 before me on behalf of the Petitioner at the
 8 offices of Allied Court Reporters, 115 Phenix
 9 Avenue, Cranston, Rhode Island, on September 28,
 10 2004, at 9:30 A.M. that previous to examination of
 11 said witness, who was of lawful age, he was first
 12 sworn by me and duly cautioned and sworn to testify
 13 the truth, the whole truth, and nothing but the
 14 truth, and that he thereupon testified as in the
 15 foregoing manner as set out in the aforesaid
 16 transcript.
 17 I further certify that the foregoing deposition was
 18 taken down by me in machine shorthand and was later
 19 transcribed by computer and that the foregoing
 20 deposition is a true and accurate record of the
 21 testimony of said witness.
 22 Pursuant to Rule 5 (d) and 30 (f) of the Federal
 23 Rules of Civil Procedure, original transcripts
 24 shall not be filed in court; therefore, the
 original is delivered and retained by Petitioner's
 attorney.
 Signature of the witness has been waived by all
 parties.
 IN WITNESS WHEREOF, I have hereunto set my hand
 this _____ DAY OF October 2004.

 LINDA L. GUGLIELMO, NOTARY PUBLIC/RPR-RMR
 (MY COMMISSION EXPIRES AUGUST 13, 2005)

Word Index

<p style="text-align: center;">A</p> <p>abbreviate 63:1 ability 48:4 able 100:6 above-entitled 1:11 120:4 Absolute 65:8 Absolutely 17:4 110:8 abuse 110:21 ACA-winter 117:7 accent 50:23 69:24 110:22 accessories 49:16 account 101:6 accounting 4:23 accounts 82:7 accurate 2:18 100:19 120:11 acquire 6:5 acquisition 24:8 active 6:10 7:8,10 8:1 actively 114:24 activities 12:2,13 118:18 activity 15:20 actual 64:12 add 34:20 addition 56:21 80:20 addressed 68:22 administer 120:3 Administration 4:24 adopt 25:11 adopting 26:6 advance 67:20 advantage 20:23 advertisements 96:5 advertising 12:12,14 95:18 97:6,23 99:2 99:12 100:12 affiliate 3:12 17:2 affiliates 17:22 affiliate's 16:24 affiliation 4:14 affixed 33:7 afford 6:21 aforesaid 120:8 age 120:6 ago 30:1 agree 16:9 21:23 22:2 30:22 agreement 84:4 ahead 16:18 19:1 45:4 74:8 103:16 AIA 118:14 Air 5:6</p>	<p>Albuquerque 89:2 allegations 18:20 19:4 Allied 1:13,22 120:5 allow 30:16 allowed 100:8 alphabetic 102:21 Alta 23:19 alternatively 45:23 amber 67:12 68:10 American 118:10 amount 6:13 7:24 analysis 15:16 annexed 86:23 90:22 answer 7:3 16:18 19:1 21:18 27:13 27:14 29:9,11 30:15,16 45:4 49:8 49:11 53:1 61:10 61:11 63:8 67:1 74:8 103:16,17 111:8 answered 20:8 66:24 antiquated 79:13 anybody 15:6 19:20 22:15 24:13,17 28:23 41:22 52:13 65:12 80:2 85:15 87:23 anymore 79:15 anyplace 82:20 apart 22:22 apologize 6:7 apparently 85:16 86:22 APPEAL 1:1 appear 42:14 50:11 50:13 76:14 96:11 99:16 101:21 103:23 104:23 APPEARANCES 1:15 appears 68:15,17 84:8,23 98:20 99:17 101:6 110:19 applicant 36:6 application 2:8 31:6 31:11 32:1,16,17 32:20 39:11 41:18 47:5 50:20,22 applications 11:16 38:22 39:5,9 42:22 42:23 43:4,5 44:10 44:12,17 47:4,20 52:10,14,24 53:11 109:20 110:16</p>	<p>applied 37:15 84:10 92:4 apply 40:16 50:6 97:12 115:8 appoint 37:17 appoints 37:17 appreciate 93:4 approved 7:18 113:20,24 114:2 approximate 6:15 55:4 89:13 90:9,14 approximately 5:19 10:9,17,22 11:22 27:19 31:2 72:6 88:22,24 architects 118:15 area 7:13 8:1,4,4,21 8:24 9:3,11 areas 4:6,8 8:7 9:20 50:23 Areas/roadway 110:12 argumentative 103:8,13 Arizona 14:17 arrival 10:3 arrow 57:18 asked 6:7 26:21 66:24 71:9 79:4 asking 17:19 20:10 25:22 30:19 63:13 63:21 72:13 103:9 assign 41:15 assigned 41:24 Assistant 5:13 31:24 associated 18:3 21:16 22:2 30:10 30:20 32:10 33:9 58:21 74:13 Associates 11:20 103:23 104:9,22 association 4:14 22:19 37:8 118:10 118:11,12,24 associations 115:4 115:19 116:3 assume 16:15 AtLite 2:22 13:24 14:1,2,5 16:5 106:9 112:15 113:4,17,19 attempt 48:17 attend 12:16 116:6 116:17 attended 116:9 119:1 attention 57:17</p>	<p>attorney 3:10 19:22 30:13 119:5 120:15 attorneys 19:8 attorney/client 18:23 27:12 30:23 37:2 August 94:8,15 120:23 authorization 81:14 authorized 26:14,18 27:1 36:7 37:17 availability 25:24 27:6,7,9 36:16 available 23:13 Avenue 1:13,17,23 120:5 aware 16:20 17:16 17:19 51:15 108:11,14,16 109:21,23 113:19 A.M 1:14 3:1 120:6 A19 52:3,5,7 53:24</p> <p style="text-align: center;">B</p> <p>B 2:5 Bachelor's 4:23 back 24:7 25:12 34:17 58:18 67:14 75:23 78:21 80:2 81:14 83:16 100:8 background 4:22 ballast 47:7 ballasts 14:24 47:3,7 Baoshan 41:11 61:16 62:9 72:19 73:3 76:20 Barkley 86:5,16 base 50:19 51:3,4,5 52:6,7 54:5 63:14 63:15 64:5,6,7,9 64:15 based 20:10 72:13 82:16 87:17 95:24 basic 86:12 basically 10:7 23:16 26:13 43:13,16 61:23 71:12 110:22 basis 36:13 37:9 58:16 Bates 31:13 39:18 57:3,4 61:17,18 63:5 72:22 73:7 74:23 86:23 90:23 96:20 batteries 9:23 11:2,5</p>	<p>11:6,6,10 battery 5:20,21 43:13,14 48:10,14 113:13 battery-operated 9:21,24 10:6 14:3 43:16 47:2 Beach 60:18 Beam 15:2,4 bear 61:17 63:16 74:5 86:23 bearing 73:8 74:22 83:3 bears 31:12 38:5 39:17 57:3 90:23 92:9 began 5:8 beginning 90:13 117:6 begins 33:4 behalf 1:11 27:2 32:1 36:8 120:4 belief 37:7 believe 14:4,14 15:2 19:15 21:14 23:9 23:19 24:23 25:2 35:2 39:14 40:16 41:10 51:21 52:8 54:20,24 59:15,21 60:14 62:9 66:10 68:8 69:20 71:1 75:24 76:15 79:15 84:14 92:21 111:13 112:6 113:14 114:20 118:16,23 believes 36:11 benefit 69:11 best 26:19 37:6 58:13 83:20 Bethesda 60:18 big 15:2,4 70:8 biggest 13:5 bill 71:17 72:2 78:10 78:13 billed 78:17 blocked-out 93:14 BLOOMFIELD 1:20 board 1:1 40:24 Bodine 14:22 booth 107:22 bottom 38:21 76:19 box 35:17 66:5 Boynton 60:18 branch 89:22 branches 89:23</p>
--	--	---	--	--

<p>brand 19:21 20:1,4 20:6 45:8 50:6 55:23 56:15 57:14 105:23 108:5 111:21 112:15 breakthrough 40:12 BRIEF 49:23 briefly 40:21 Broitman 1:16 3:9 broken 104:16 browser 97:21 builders 115:2,16 116:4 building 69:16 buildings 69:17 built 80:19 bulb 20:16 34:9,12 50:21 51:7,17,18 52:4,5,9 53:9,11 54:9,10 58:7,17,22 60:23 62:1 64:22 67:17 73:12 79:22 85:11 bulbs 21:16 22:3,8 24:5 33:18 34:3 38:6,15 39:4,11,13 40:13 41:13 50:5,6 50:10,11,14,16 51:1,2,8 52:15,24 54:7,8,11,12 55:4 55:10,22 56:16 57:11,15,22 58:4 58:19,23 59:3,5,14 59:16 60:10,22 65:1,6,19 67:21 69:9 70:15,18 73:4 73:11 74:14 75:14 75:20 76:20 77:4 77:17 79:1,2,24 80:3,23 81:3,19,22 83:10 84:13,17,22 85:1 86:6 87:9,15 88:23 89:14 90:18 90:19 91:11,18 92:3 93:1,17 97:13 104:11,15,19 105:5 107:16 108:17 110:22 bunch 71:10 burned 80:3 business 4:24 5:14 5:18,21 6:3,5,10 6:16 15:20 60:12 62:24 75:9 79:15 85:22 86:8 90:2 buy 61:9 B-o-d-i-n-e 14:22</p>	<p style="text-align: center;">C</p> <p>C 44:20 cabinet 38:23,23 call 11:15 30:13 97:23 102:11 called 14:22 15:2 47:24 65:12 79:14 103:5 116:13 calling 86:16 calls 18:22 27:12 103:7,12 111:7,15 Cameron 86:4,16 Canada 107:1 cancel 108:21 cancellation 1:7 2:7 3:14 17:7 18:18 19:8 cancelled 77:1 Cantor 1:19 29:22 31:1 capital 21:4 23:3 102:23 capitalizes 65:21 captioned 3:14 career 24:8 carton 34:21 35:2,5 case 1:11 64:17 98:16 cases 39:7 casting 33:5 catalog 40:4 45:15 53:2,2,5,6 54:21 55:1 58:18,20 59:17,20,21 60:1 73:14 74:10,15 79:7 86:12,14 99:3 99:7,8,12 101:1,2 104:11,19 105:6 catalogs 12:4,5 15:14 91:14 categories 9:19 107:17 110:10,14 110:17 116:2 category 10:10 38:6 38:14 42:18 67:17 82:3 91:16 cause 37:15,16 120:4 cautioned 120:7 ceilings 38:24 century 21:24 117:15 certain 7:20 43:10 51:5 64:15 65:15 65:16 80:18 96:4 certainly 22:8 certify 120:3,10 chain 118:20</p>	<p>chandeliers 51:9 characteristics 44:1 characterization 74:7 characterize 39:8 charge 96:9 charged 96:1 charger 43:13 chargers 48:10,15 charges 100:3,12 101:21 102:3 105:5 CHARLES 1:19 check 27:20 Chicago 8:1,4,7,12 8:13,20 China 41:8 61:23 62:11 80:7 Chong 1:16 3:9 chronologically 71:4 circuit 40:24 city 7:9,12,15,19,21 8:7,13,24 9:1 12:20 113:21 114:1,3,5,6 116:13 Civil 120:13 claim 53:20 Clean 117:13 click 97:14 98:2 clicks 96:8 click-throughs 96:1 client 30:14 CLOSED 119:15 Coast 48:14,15,16 codes 114:5 Colburn 1:19 29:22 31:1 collect 96:24 collection 42:5 74:21 87:17 89:17 95:15 104:21 105:9 109:6 college 5:8 color 45:11 colored 67:12 colors 68:11 column 57:18 105:22 110:9 columns 99:9 come 12:8 31:5 32:7 45:21 69:17,19 77:8,22 86:9 coming 21:3 COMMENCED 3:1 comment 64:12 commerce 37:9 commercial 39:9</p>	<p>42:23 43:6 44:11 44:16 47:5 48:18 51:10,14 52:1,9 53:14 54:14 59:5 69:16 78:6 COMMISSION 120:23 commissioned 120:2 Commissioner 31:24 common 44:24 communication 18:22 30:18 communications 19:7 27:13 65:17 compact 43:3 companies 13:16 14:16 15:10 88:15 88:20 90:7 107:22 115:24 117:19,21 company 1:6 3:11 3:15 7:5,8 11:13 12:2 13:23 14:10 14:14,22 15:2 16:20 19:21,24 24:13,15 26:3,4,5 26:7,14 27:5,10 28:24 29:16 41:14 41:22 42:1 45:9 49:6 52:13,21 62:10 63:24 69:15 71:16,20,22 73:4 79:15 80:13 81:21 82:11 88:7 89:3,6 89:18 95:19,22 97:8,18,24 101:16 103:5 107:13 108:9 112:10 116:6 company's 24:3 25:22 64:3 74:22 competition 12:24 competitive 39:4 107:7 113:15 competitor 19:19 106:5,9 113:4 competitors 13:3,11 13:17 14:15,16,21 15:12,17 complaint 81:2,5 complete 13:15 computer 35:15 120:11 computers 11:8 conceived 22:18 23:11 concern 95:17 concerned 54:4</p>	<p>concerning 4:2 18:19 22:15 24:10 25:23 27:6,7,9 28:10 30:2 46:16 47:16 48:20 80:8 81:2,5,8,9 109:1 116:22 conclusion 58:16 conduct 18:19 23:12 23:15 25:19,23 26:5,12,15,19,21 27:2 28:15 29:4 45:18 46:8,12 48:19 80:16 conducted 15:16 25:4 36:18,21 110:5 conducting 24:9 25:16 26:10 28:14 Conference 117:15 confidential 6:19 7:2 96:21 confirm 4:8 conflict 48:23 confusion 37:16 connection 32:22 33:12 99:7 102:15 consider 49:11 75:18 103:9 107:7 consisting 109:7 consists 105:10 111:22 112:16 114:14 Construction 118:7 119:2 consult 22:15 consumption 65:22 contact 69:19 contacted 69:20 contained 18:20 19:4 containers 33:8 continue 62:6 contraction 20:22 contractor 89:9 contractors 88:14 88:19 90:6 115:2 115:17,21 118:24 control 2:10,11,12 2:13,14,15,16 57:1 57:2 74:21 75:6,7 79:9,12,14 80:5,14 83:2,9,12 85:7 86:21 87:6 90:22 91:5 92:8,15 94:14 95:5 106:23 controversy 4:3</p>
--	--	---	--	---

<p>Cooper 2:20,22,22 3:10,12 13:12,13 14:11,12,13 16:1,3 16:7,10,19 17:1,16 17:21 18:3 19:20 105:10 106:18 107:18,21 109:6 111:20 112:15 114:12,13,22,23 CooperLED 2:21 106:15,20,21,21 111:22 Cooper's 105:19 COOPER/McGR... 2:21 copy 53:5 59:20 96:17 105:12 119:10 corner 98:4,6 corporation 5:23 14:12 36:7,8,11 37:8 69:13 72:19 correct 11:9 15:21 21:15 22:11 23:6 28:9 30:3 36:9 42:15 44:22 66:9 68:4,19 76:4,13 78:11,12 83:11 87:11 96:10 99:14 100:11 101:18 corrected 76:23 correspondence 81:9 corresponding 77:6 94:24 95:4 corresponds 97:1 cost 99:12 costs 99:3,8 counsel 25:7,9,17,19 26:8,11,15,18 27:2 27:5,9,17 28:1 29:3,4,4 30:3,5,8 36:15,17,21 37:18 46:16,20 95:14 count 96:8 country 6:11 89:24 116:7 couple 5:7 42:13 106:10 113:1 course 75:9 86:8 118:21 court 1:13,22 31:16 38:7 39:19 42:7 57:6 61:18 74:24 83:4 87:1 90:24 92:10 98:21 99:22 100:21 101:9,24</p>	<p>104:1,24 105:11 109:9 120:5,14 cover 42:22 92:17 100:4 104:8,10,23 covered 59:23 72:12 Cranston 1:13,23 120:5 credit 81:16 credits 81:22 cross 1:11 2:2 3:2,6 3:8 28:20 36:5 49:24 52:18,19 56:14 82:13 119:6 120:3 crossed 75:11 87:13 crossed-out 63:11 CT 1:20 current 40:9 42:9 53:2 55:1 60:15 74:10 currently 10:11,12 31:1 custom 47:20 customer 12:6 60:15 65:12 70:12 81:13 84:8 85:8 86:5 87:7 90:18 91:6 95:24 111:4 customers 65:18 71:12,17 78:10 81:9 82:9,9 84:21 85:1,10 87:18 88:12,13 92:2,16 cut 66:10 84:3 92:24 cutters 48:16 C-E-R-T-I-F-I-C-... 120:1</p> <p style="text-align: center;">D</p> <p>d 2:1 102:23 120:13 daily 15:20 damage 84:9 dash 21:4,4 dashes 21:7 data 44:4 98:20 database 25:16 28:15 56:17 79:11 81:17 databases 28:14 date 33:3 57:2 66:5 66:6,7,7,8 73:5 76:8 92:19 94:8 dated 40:8 68:22 100:18 dating 77:2 day 18:8 120:19 days 80:20</p>	<p>DD 48:7,17 dealings 69:3 deceive 37:16 December 32:24 57:3 92:21 94:19 101:7 declaration 34:15 36:5,8 decorative 53:12 110:12,18,23 defective 81:10 Definitely 22:10 115:21 degree 4:23 5:1 delineated 26:20 delivered 120:14 delivery 66:7 79:17 denote 64:5 department 41:2 departments 115:3 115:18 depend 71:18,19,20 depending 80:17 97:22 99:5 depicted 33:22 depiction 23:3 depicts 48:4 deposes 3:3 deposition 1:11 2:7 3:1,13,17 96:22 119:15 120:3,10 120:11 derivation 20:20 46:3,4 47:10 derived 110:6 describe 4:21 5:4 9:18 20:15 21:1 24:2 33:10 34:1 40:21 43:24 44:10 44:14 48:9 50:1,17 50:24 51:7,17 52:3 52:23 54:7 67:10 described 5:19 describing 32:15 description 2:6 40:10 58:8,9,17,21 73:8 74:16 77:14 79:3,5 84:1 91:16 97:24 115:8 design 40:12,24 designate 6:18 7:1 45:14 designated 4:4 65:7 82:9 designating 52:5 96:21 designation 34:4</p>	<p>38:14,15,19 45:20 46:17,18 47:11,20 48:11,21 50:11,13 53:19,20 57:23 63:1,6 68:4 70:19 72:11 73:14 77:2 designations 45:1 47:17 49:5 54:5 73:9 designed 106:22 determine 23:13 45:19 46:9 58:6 determining 82:8 developed 61:24 development 41:2 62:10 device 106:23 differ 115:11 difference 67:10 74:2 different 9:18 15:22 16:11 17:2 42:17 45:1,17 47:21 50:3 50:16 58:4 62:7 67:9,11 68:11 71:10 73:21,24 74:13 102:24 103:1,2 104:17 differently 75:19 difficult 82:1,5 85:6 diligence 23:12 24:10 26:5 dimension 51:5 diode 34:2 65:24 diodes 20:5 23:4 32:24 direct 13:17 57:17 106:5,9 113:4 directed 61:16 97:10 directly 16:22 33:6 69:20 discarded 21:5,7 discernible 84:3 discussion 70:11,14 70:20 84:4 discussions 70:17 distinct 91:12 distinction 102:21 distribute 5:15 6:12 12:7 16:21 71:11 111:1 distributed 66:18 71:14 111:11 distributes 71:16 distributing 90:4 distribution 7:19 8:9 12:5</p>	<p>distributions 61:6 distributor 8:11 71:22 88:9 89:20 distributors 8:16,20 8:23 9:6,10,14 10:8,16,21 11:4 118:13 division 16:24 divisions 16:4,11 107:20,23 divulge 19:6 document 3:19,23 17:14 32:16 35:22 35:23 38:4 39:16 40:3 53:16 57:5,13 59:1 60:21 62:16 63:3,16 64:2,9,13 64:17 66:5,8,11 67:7 72:17,22 73:2 73:5,16 77:13 78:19 79:9,12,17 83:3,5,17,22 86:22 87:1,8,16 89:16 90:13,23 91:1,7,10 91:21,24 94:6,13 96:18 97:1,4 98:18 99:1 100:18 101:5 101:5,20 102:7 103:22 105:15,22 108:22,24 109:15 110:10 112:3 114:22 documentation 93:3 documents 2:9,19,19 2:22 8:6 9:5,9,13 9:17 31:18 33:9,13 42:5 46:14 47:15 52:23 55:21 56:2 56:14 61:20 67:4 67:15,18,21 71:3 72:7,8 74:19,22 75:2,8 79:6 81:18 82:2,4,6 84:15 85:4 89:5 93:6,20 94:22 95:3,13,15 96:11,24 99:15 104:21 105:9 109:6 114:18 doing 35:19 dollar 6:15 7:6 55:21 90:9 dollars 55:14 domain 21:6 dominant 22:23 DOS-based 79:13 dozens 15:7 due 23:12 24:9 26:5</p>
---	--	---	--	---

<p>duly 3:3 120:2,7 duplication 100:5 Durable 107:12 dynaLUX 2:8 25:1 25:11,12,18 26:22 27:2,7,10,21 38:6 38:15 49:1 50:5,6 50:9,11,13</p> <hr/> <p style="text-align: center;">E</p> <p>E 2:1,5 102:23 earlier 23:7 33:21 48:24 72:12 78:9 108:20 109:13 early 5:3 35:4,13 65:23 easier 6:23 East 11:20 EC 44:20 Economical 46:7 Econo-Lite 44:19 45:8,13,16,20 46:11 Edison 17:17,23 18:2,5,8,11,15 19:21 21:10,12,16 21:21,23 22:20,24 23:7,9 62:19 63:1 63:3,6,14,16,19 64:6,7 65:1,7,13 65:18 98:7,8,10,14 102:6,11,17,22 108:12,16 Edison-related 19:13 educational 4:21 efficient 39:17 69:18 107:12 109:19 eight 42:19 111:22 either 14:17 37:13 64:14 89:9 105:5 116:16 Electric 60:13 75:16 76:7 77:3 83:23 84:20 85:16,17 88:2 89:17 electrical 8:11 10:7 10:16,21 11:3 59:2 71:21 88:9,11,14 88:19 89:20 90:3,6 103:5 111:1,12 115:2,4,17,19,21 117:24 118:3,13 118:23 Embassy 46:23,24 47:11 emergency 5:15 9:21</p>	<p>10:1,6 11:7 13:17 14:3,24 15:5 43:17 44:9,13 49:19 83:1 97:16 106:7,9 107:16 113:2,20 emitting 20:5 23:4 32:23 34:2 65:24 emphasized 65:24 employ 41:4 employed 23:18 employees 24:19 26:2 41:14 employment 5:4 enable 67:4 encounter 14:5 15:22 16:1 113:17 encountered 18:1,5 18:15 23:7 107:18 ends 94:17 energy 20:24 39:17 47:20 69:15,18 71:22 85:14,19 88:4,15,19 90:6 92:4 engage 12:1,3 61:3 engaged 12:12 engine 23:17,18 95:24 96:4 Engineering 118:16 engineers 41:4 Enron 69:13,14,15 69:19 70:7,8 72:4 85:14,15,19 88:4 90:12,13,15,17 entire 6:21 97:8,11 100:12 101:16,16 entities 15:19,22 106:24 entitled 39:16 entity 41:15 61:24 95:17 environment 47:6 equivalent 54:8 error 64:15,16 65:4 93:7,13 ESQUIRE 1:17,19 established 106:23 eventually 70:9 Ever-Green 43:23 exact 106:12 Exactly 98:11 examination 2:3 3:7 120:6 exclusion 92:19 94:8 execute 36:7 exhibit 3:18,20 17:6 17:9 31:10,14,16</p>	<p>31:19 38:4,9 39:16 39:21 42:4,8,10 49:24 56:24 57:7 61:15,19,21 62:15 67:8,14,19,20 68:16 72:16 73:21 74:21 75:1,4,23 76:6,18,22 77:13 78:21 86:21 87:4 83:21 86:21 87:4 90:21 91:3 92:1,7 92:13 93:11,19 94:6,11,16,24 96:14,15 98:4,18 98:18,23 99:22 100:1,20,22 101:8 101:11,23 102:1,4 104:1,4,15,21 105:2,8,13 108:21 109:5,11,18 110:1 111:2,5,6,11,20,23 112:1,14,18 114:12,15 116:24 exist 94:22 exists 37:5 exit 5:16 7:18,21 9:22 10:15,17,24 14:4,20 15:5 42:14 42:18 43:15,17,20 43:21,23 44:9 48:5 48:6 106:7,10 107:16 113:2 EXPENDITURE 2:16 expenditures 97:5 99:2 101:14 104:8 EXPIRES 120:23 Explain 58:13 explanation 108:24 Expo 117:15,24 118:3,7 export 6:14 extended 48:16 extent 18:22 24:5 27:12 30:13 37:2,4 100:6 external 65:22 Extronics 14:17,19</p> <hr/> <p style="text-align: center;">F</p> <p>f 1:19 120:13 facility 115:3,18,23 fact 23:2 78:17 fair 11:9 12:24 16:5 20:15 27:1 36:3 39:8 42:3 49:4 61:5 64:24 90:17</p>	<p>fall 24:17 false 37:21 fame 22:2 famed 21:24 familiar 13:23 14:10 50:22 52:14 106:1 106:8,11 107:1 108:5 110:4 112:22 113:6,11 117:1,17 118:14 familiarity 21:9 family 50:9 far 54:4 82:4 90:1 faxed 86:10 feature 21:2 February 73:6 Federal 120:13 felt 71:8 102:10 field 48:23 86:17,19 112:11 file 31:10 81:17 82:7 102:11 filed 19:8 31:5 120:14 files 81:8 finalize 72:4 find 19:13,17 58:20 60:5 73:14 74:17 79:4,5,8 85:6 fine 4:1 6:20 18:24 27:14 30:21 37:22 60:7 finger 114:9 finish 103:15 firm 3:9 11:14,19,23 29:20,20 30:10,20 31:23 32:8,11 37:7 41:10 95:18 104:7 first 3:16,23 17:21 20:6,11 32:22 33:1 36:4,4 42:13,15 47:23 50:18 54:16 55:23 56:16 59:14 59:15 60:8 62:4,15 66:11,15,21 67:5 67:22 70:17,20 72:10 73:20 75:7,8 75:24 76:2 77:8 95:14,17 96:11 109:2 110:6 113:8 113:22 120:6 Fisher 31:23 fishing 48:18 five 7:7 12:11 24:23 45:13 84:24 fixture 47:8 fixtures 51:22,23</p>	<p>54:13 107:12,13 107:14,15,16 109:20 Flaherty 1:16 3:9 flame 53:9 FlameTip 53:8,16,21 54:3 flood 110:12 Florida 60:19 fluorescent 39:6 43:3 47:2,8 focus 83:21 following 114:23 follows 3:3 Force 5:6 foregoing 120:3,8,10 120:11 form 16:14 21:17 22:4,9 23:1 37:13 45:3 49:7,15 61:7 63:4,7 65:2 108:18 formal 36:15,17 66:15,19 forth 4:6 39:1 found 23:22 four 9:20,23 24:23 49:1 105:10 fourth 42:24 93:16 FP 113:13 frequently 84:19 full 3:5 13:9 32:21 119:14 fully 97:1 furnish 48:4 furnished 66:14 95:8 further 119:5 120:10</p> <hr/> <p style="text-align: center;">G</p> <p>garage 110:13 general 10:4 13:1 15:17 30:12 43:5 86:9 110:19 111:17,18 generally 16:10 38:19,20 86:10 108:5 generated 63:22 generic 97:16 gentlemen 32:4 Georgia 13:7 gimbal 113:12 give 15:8 81:15 89:8 Glenn 1:17 3:8 96:19 go 12:9 16:17 19:1 19:12 24:7 34:17</p>
---	---	--	---	--

<p>42:13 45:3 49:20 56:13,20,20 59:10 60:4 67:15 74:8 86:17 91:24 95:13 97:2 98:2 100:8 103:16 106:3 118:9 going 5:8 17:5 18:21 30:17 31:9 38:3,8 39:15 42:4 56:24 61:14 74:6,20,23 82:24 86:20 90:20 92:6 93:14 100:17 101:4,19 103:11 103:21 104:20 105:8 109:5 111:19 112:13 good 21:6 32:10 69:10 goods 32:23 33:5,7 33:10,11,12 37:15 88:11 Google 2:17,18,19 12:14 96:3 98:20 99:11 101:7,14,20 102:3 Graybar 88:2 89:17 89:19 90:10 118:19 Great 93:4 green 67:23 68:3,12 greens 68:6 Greenwich 11:20 GRIFFIN 1:20 group 61:15 Guard 48:14,15,16 guess 3:24 29:24 32:18 55:9 58:15 88:14,17 Guglielmo 1:12 120:2,22 G45 50:24 51:2,3,4 51:13 53:24 54:19</p> <hr/> <p style="text-align: center;">H</p> <p>H 2:5 52:18,19 82:13 113:12 Hagerty 30:9,10 32:4,9,10 half 55:14 halogen 39:6 hand 98:5 120:18 handle 82:11 handwriting 62:22 77:18,19 98:12 102:7 handwritten 76:19</p>	<p>77:16 78:1,3 96:12 happen 72:6 happens 65:15 71:13 hardwire 63:12 head 9:4 55:6 85:18 heading 104:22 106:19 107:11 109:6 114:13,22 headings 98:19 heads 49:19 heard 106:17 110:2 110:3 117:3 118:10,22 Heinke 31:23 held 4:17 5:7 help 13:21 hereunto 120:18 heritage 109:1 HID 107:12 109:20 high 38:24 109:19 110:21,21 highlight 13:22 highlighted 67:8 hired 69:16 history 5:4 31:10 108:8 Hoffmann 31:23 hold 5:12 41:13 holding 14:14 16:20 home 105:19 115:1 115:16 116:4 hospital 60:18 71:23 hotel 38:23 48:1 housing 73:23 Houston 9:10 hundred 8:17,18 100:16 hundreds 78:7 HY 63:12</p> <hr/> <p style="text-align: center;">I</p> <p>idea 8:5 106:13 identical 37:13 identification 3:21 17:10 31:15 38:10 39:22 42:11 57:8 61:22 75:5 83:8 87:5 91:4 92:14 94:12 96:16 98:24 99:23 100:2,23 101:10,12 102:2 104:5 105:1,3,14 109:12 112:2,19 114:16 identified 37:5 115:15 identify 9:6 15:11</p>	<p>38:8 39:20 45:1 57:5 58:24 61:20 67:5 74:12 75:3 81:21,24 82:2 83:6 83:22 84:24 85:9 87:3 91:2 92:1,12 100:21 101:23 104:2 IES 118:15 Illinois 8:14 15:3 illuminate 48:2 illumination 110:21 118:16 implication 21:5 implying 46:5,6 important 85:10 86:5 87:18 92:2 Import/Export 61:16 62:9 72:19 73:4 impractical 33:9 imprinting 33:6 imprisonment 37:23 incandescent 21:13 39:6 51:9 54:9 Include 84:2 included 91:10 including 26:7 38:22 inconsequential 7:17 incorporated 6:1,8 independent 19:9 86:15 indicate 50:9 53:19 77:3 indicated 65:23 76:1 76:16 indicates 61:4 indicating 76:23 indication 57:13 individual 42:20 industrial 42:22,23 44:11,17 47:6 69:17 90:7 113:12 115:2,17,23 industries 3:11,12 13:12,14 16:1,3,11 17:1,16,21 18:4 19:20 115:1 industry 13:1 52:8 54:5 information 97:19 initial 77:22 initially 66:17 initials 93:21 install 47:6 Instruct 27:13 instructing 30:15</p>	<p>intellectual 24:3,11 interest 17:22 interested 69:23 internal 64:17 74:18 internally 98:15 International 5:10 117:3,17 Internet 12:9,14 19:12,15 23:14,15 25:10 26:13 36:14 45:22 48:22 86:12 86:14 95:18 97:6 99:11 110:5 interpret 64:10 interrupting 30:12 introduction 70:14 invented 108:19 inventor 21:9,13 22:20 41:9,20,22 inventors 21:24 41:12,19 inventory 2:10,11,12 2:13,14,15,16 57:1 57:2 58:1 74:19,21 75:6,20 79:8,12,13 83:2,9,12 85:7 86:21 87:6 90:21 91:5 92:7,15 94:7 94:14 95:5 investigation 18:19 19:2 26:6,10,12 45:19 46:9 47:16 48:19 investigations 19:9 24:10 25:23 invoice 2:18,18 59:2 60:17 76:7,8 78:15 78:16,23 83:23 87:21 89:17 100:18,24 invoices 2:20 67:16 74:22 75:15 76:13 83:2 86:23 87:7,17 88:1,3,6,21 90:13 90:22 91:6 92:16 94:23 95:5 103:23 104:6,12,14 105:4 involved 104:11,12 involvement 80:13 112:10 in-house 41:1 Island 1:13,13,23 6:2,9,10 11:21 120:2,5 issue 81:13 issued 40:17 83:10 issues 81:10</p>	<p>item 57:24,24 58:3,6 64:19,20 66:12 67:5,9 74:4,13,15 74:17,18 79:8 84:1 87:12,13 93:15,16 items 4:10 67:11 75:14</p> <hr/> <p style="text-align: center;">J</p> <p>January 83:23 97:6 101:7,22 116:10 117:6 jobs 5:7 joining 5:5 joint 41:18 joke 102:11,12,14 jumps 23:5 jurisdictional 106:24</p> <hr/> <p style="text-align: center;">K</p> <p>keep 30:11 KES 44:21 key 95:23 keyword 97:22,23 kind 25:16 48:19 58:1 82:10 110:4 110:19 114:4 kinds 11:6,8 know 7:10 8:8,14 9:4 14:9 25:19 33:21 35:3 36:17 46:4,4 47:10 52:11 52:11 55:6,8 60:16 62:8,23 66:21 70:8 73:5 78:20 79:2,4 85:18 88:10,12,17 88:18,19 89:4 97:1 103:17,18 105:18 106:4 107:3,21 108:8,19 111:16 117:7 118:11,17 118:20,21,22,24 119:3 knowledge 4:2 13:13 14:2,13 15:19 37:7 58:14 65:11 81:4 83:20 116:22 117:2 118:1 knowledgeable 4:9 21:21 known 5:9 15:9 knows 111:8</p> <hr/> <p style="text-align: center;">L</p> <p>L 1:12 102:23 120:2 120:22 label</p>
---	---	--	--	--

<p>34:22 35:2,15 38:6 labeled 99:10 labels 33:7 35:16 45:24 Laboratories 5:9,12 Lakeland 89:18 lamp 20:5 21:13 45:12 50:18 51:19 51:20,21 54:5 63:14 64:21 70:5 97:16 lamps 20:23 34:2 39:6,7 40:11 43:3 50:3 51:9 62:18 69:23 80:19,21 language 84:3 lapsed 25:13 laptop 11:7 large 69:11 107:22 115:24 largest 84:24 90:17 late 20:12 28:5 29:6 31:4 54:18 latest 54:21 law 29:19,20 31:23 32:8 lawful 120:6 learn 17:21 leave 75:13 led 2:21 5:16 9:22 10:20,22,24 20:16 20:23 21:4 23:3,4 24:5 34:3 38:6,15 39:4 40:11 43:20 50:3,5,10 51:2,8 51:18 52:3,5 53:9 53:24 54:8 65:21 65:23 66:1 69:23 70:15 97:16 106:21,22 107:3,5 107:16 110:21 113:2 LEDalux 25:2 26:22 26:24 27:3,4 28:11 49:1 LEDelier 51:6 53:24 54:3 55:2 LEDison 1:5 2:9 20:1,4,7,21,22 21:8 22:13,18,24 23:12,22,24 25:2 26:23 28:7,7,16 30:2 31:7,11 33:16 33:18,24 34:1,4 38:6,16,18 39:16 40:11 49:2 50:18 50:20 51:13 53:24</p>	<p>54:3,17 55:4,10,22 55:23 56:15 57:11 57:14,21 58:7,17 58:19,21,23 59:3 59:14,16,17 60:9 60:21,23 61:24 62:18 63:1 64:21 65:6 69:9 70:5,19 71:6 72:11 73:4,11 73:12,17 74:5,7,8 74:13 75:14 76:20 77:17 79:1,2 80:2 80:23 81:3,19,22 83:10,13 84:13,16 84:21 85:1,10 86:6 87:8,14,15,19 88:23 89:13 90:18 90:19 91:8,11,12 91:14,15,18 92:2 93:1,17 97:13 102:17,22 104:11 104:15,19 105:5 110:6 LEDs 65:13 67:12 67:13,13 LED's 110:16 LED-IS-ON 22:23 LED-M50 51:16 LED-R50 54:6 left 47:23 93:15 left-hand 57:18 105:22 lengthy 89:8 lens 40:23 53:9 letter 31:22 32:2 68:21,23 69:6 70:6 70:11,13 103:1,2 letterhead 101:20 103:22 letters 81:2,5 102:19 102:22,24 let's 13:4 24:7,23 31:22 32:13 34:15 34:23 35:22 40:4 41:17 42:13,24 43:8,19 44:8,18 46:23 47:19 49:24 50:24 54:20 58:24 60:17 62:15 67:14 68:21 72:16 73:1 73:16 75:15,19,23 78:21,21 79:16 81:12 83:21 86:4 88:6 89:1,16 91:18 94:5 98:17 99:20 102:20 109:4,17 114:21 116:16</p>	<p>117:5 life 20:23 39:17 lifespan 79:24 light 20:5 21:16 22:3 22:8 23:4 32:23 34:2 44:6 47:24 51:24 65:24 97:16 108:16 Lightfair 12:20,22 116:13,14 117:3 117:17,20 lighting 1:8 2:20,22 3:15 4:4,15 5:14 5:16,16,23 6:8 7:18,21 9:21,22 10:1,6,20,22 12:23 13:1,4,9,15,18 14:3,11,12,13 15:5 16:7,12,19,22 17:2 18:6,10,15 19:18 31:12 38:23,23,24 38:24 39:7 41:1,4 41:16 42:1 43:5,17 44:9,13 49:19 50:23 51:22,23 53:12 54:13 69:18 69:24 83:2 87:24 89:2,3,12,14 92:4 92:7 97:17 103:5 106:18 107:18,21 109:7 110:12,22 113:2,20 114:12 114:23 115:9 117:21 118:10 Lighting's 6:16 105:10 111:21 112:15 lights 11:7 106:7,9 107:16 Lightshow 118:21 Lightworld 25:1 26:22 27:3 28:2 49:1 LIL 69:7,8 73:12 79:3 LIL0001-R-277V... 58:9 LIL0002 73:9 LIL0004 73:9 LIL0005 73:8 LIL001 33:23 limited 6:13 62:10 Linda 1:12 120:2,22 line 13:15 48:16 70:1 93:22,24 97:11 100:13,15 101:17 lines 20:9 36:5 37:21</p>	<p>113:15 linked 98:1 list 4:8 15:10 38:22 57:21 74:4,17 105:23 110:10 116:20,23 118:9 listed 4:9 76:22 116:21 literature 15:11 Lite-Way 44:19 Litho 2:18 100:19 Lithonia 13:4,7 LLP 1:19 LMule 103:6 lobby 38:22 48:1 local 115:4,19 located 3:10 8:18,20 8:23 9:6,10,14 11:20 13:6 14:17 15:2 locating 82:5 location 82:19 locations 82:20 86:15 log 37:3 long 4:17 9:24 20:23 35:7 39:17 look 9:5 19:12 32:19 34:23 37:1,20 38:21 39:20 58:20 62:15 75:2 76:17 77:23 83:5 87:2,16 88:6,21 91:2 105:15 111:5 112:3,8,17 116:20 117:5 looked 19:15 109:14 looking 20:14,24 62:19 64:11 72:8,9 75:7 76:7,24 79:16 87:11 looks 34:21 35:5 79:17 90:11 92:8 lot 12:9 80:15,16 107:22 lots 66:14,14 Louis 89:21 lower 76:21 LUNCH 95:10 ----- M ----- machine 120:10 magazines 11:17 magnitude 55:7 mailed 12:6 main 9:20 118:5 maintain 15:12 80:5</p>	<p>81:8 82:6,18,22 maintained 7:5 75:8 major 13:3 86:14 92:5 107:17 making 36:3 malls 69:24 Management 92:4 manager 10:4 managers 115:3,18 115:23 manner 35:7 38:18 92:1 120:8 manufacture 5:15 16:21 107:14 manufactured 19:18 80:7 manufacturer 114:4 manufacturer's 12:7 manufacturing 5:21 80:6,9 110:20 March 68:22 77:7 100:9 marine 48:23 Mariner 48:7,7,8,11 48:13,17,21 mark 1:5 3:17 17:5 17:17 19:21 22:18 22:24 23:13 25:9 25:12,18 26:6 27:7 27:10 31:9,11 32:22 33:2,4,11,15 33:16,18,20 35:7 36:12 37:2,9 38:3 39:15 42:4 47:10 56:24 61:14,18 74:7,20,24 82:24 86:20 87:1 90:21 91:1 92:6,11 93:18 94:6,9 96:13 98:17 98:21 99:20,22 100:19 101:8,9,22 103:24 104:2,20 104:24,24 105:8 105:11 109:5,9 110:6 111:19,23 112:14 114:11 marked 3:21 17:7,10 31:14 35:6 38:10 39:22 42:10 57:8 57:16 61:22 75:4 83:8 87:4 91:4 92:14 94:12,24 96:15 98:24 100:2 100:23 101:12 102:1 104:5 105:3 105:12,14 109:12 112:2,16,19</p>
---	---	---	--	---

<p>112:2,16,19 114:16 market 9:19 10:5,15 10:20 11:2,13 13:8 13:14 14:15,19,23 15:4 16:12 17:2 18:16 19:24 20:3 22:12 39:12 71:9 86:17 115:15 marketed 108:16 109:24 marketing 7:8 9:24 12:2 20:11 40:7 54:17,22 62:4 71:6 86:13 marketplace 14:5 15:17 16:10 18:2,6 18:9 23:8 34:13 39:3 70:15 107:4 marks 26:22 31:16 38:7 39:19 42:7 57:6 83:4 100:21 101:24 mass 115:5,20 116:3 Master's 4:23 material 44:3 mathematics 11:9 matter 1:3 23:2 matters 4:3 67:20 McGraw 109:14 McGraw-EDIS... 1:6 3:11,15 19:16 19:21 105:18 107:11,24 108:3,5 108:9,11 109:1,7 109:18,23 110:2,7 111:16 mean 7:10 9:1 10:11 26:2 28:20 63:20 67:19 81:7 83:13 97:13 means 63:12 118:20 medium 50:19 63:15 meet 106:22 meeting 70:23 71:5 Memorial 60:18 memory 29:23 mentioned 29:16 90:12 merchandisers 116:4 merchandising 115:5,20 met 70:20 Metalux 106:12 Metropolitan 7:13 8:24 9:2</p>	<p>Mexico 89:2 Midwest 118:3 military 5:6 million 7:3 55:10,12 55:14 mine 13:17 19:19 98:13 mini 119:12,13 Missouri 89:21 mistake 37:16 65:8,9 mistaken 60:5 mistakenly 65:7 mode 86:12 model 33:22,24 35:21 45:9 46:10 46:17,21 models 7:20 45:1,1,2 45:5,13,17 molding 33:5 moment 30:1 67:14 monitors 43:13 month 3:24 70:21 100:7 monthly 102:3 months 100:9 mounting 49:18 move 109:4 movie 48:1 Mule 1:8 2:8,9,10,11 2:12,13,14,15,16 3:15 4:4,15 5:5,11 5:14,23 6:7,15 10:4 24:8,19 25:12 26:9,9 31:12,13 39:18 41:1,4,16 42:1 57:3,4 61:17 61:17 63:23 68:22 72:18 83:1,3,22 86:21,23,24 90:13 90:21,23 92:7,9,15 94:7 97:17 99:3 106:5 115:8 multiple 35:16 42:20 107:23 mutual 69:11 M-Y-S-I-S 79:14 M50 51:18,20 53:24</p> <hr/> <p style="text-align: center;">N</p> <hr/> <p>N 2:1 NAED 118:12 NAHB 117:9 name 3:5,8 11:19 13:23 14:7,10 16:22,24 20:1,4,6 20:24 21:3,6,10 23:9,16 25:20</p>	<p>29:24 30:5,8,17 31:12 35:3 41:10 45:8,9,10,10,21,22 45:24 46:2,10 50:6 62:7,8 65:21 89:8 97:15,18 106:13 named 41:12,19,20 41:22 names 13:20 26:20 30:17 46:21 105:23 106:10 national 118:12,20 118:23 natural 44:6 nature 39:9 near 37:14 NECA 118:23 needn't 32:21 needs 70:2 negotiate 69:10 NEMA 44:21 neon 39:7 net 79:18 Nevada 14:18 never 18:1,3,8,14 23:7 27:16 28:10 63:2 65:15,20 106:17 110:2 112:24 117:4 118:13 119:1 new 1:18 3:10 7:9,12 7:15,19,21 8:7,13 8:14,23 9:2 12:20 70:15 89:2 99:10 113:21,24 114:2,5 114:6 116:13 news 11:15 nine 84:2,9 normal 16:16 Northeastern 4:24 5:1 Notary 1:12 120:2 120:22 notation 78:1,3 95:16 98:5 notations 96:12 notice 2:7 3:13,16 4:1 53:16,23 noticed 92:20 noticing 109:2 nuclear-based 44:3 number 7:7 29:16 31:11 33:22,24 35:20 39:18 45:16 57:4,4,24,24 58:1 58:1,6 61:17 63:5 64:19,20 66:12</p>	<p>67:6,24 72:21,23 74:23 76:16,18,20 76:21,21 77:16 79:8 81:14 85:8 86:24 90:23 92:9 93:16 96:8 numbering 42:6 numbers 31:13 35:21 58:4 64:20 67:9 74:4,13,15,17 74:18 75:11 83:3 87:12,13 93:14 94:3 104:17 NY 1:18</p> <hr/> <p style="text-align: center;">O</p> <hr/> <p>oath 95:11 oaths 120:3 object 18:21 27:11 30:15 74:7 103:11 objecting 30:14 objection 16:14 19:6 21:17 22:4,9 23:1 29:8 30:13 45:3 49:7,15 61:7 63:4 63:7 65:2 66:23 103:7,14,16 108:18 111:7,14 observe 97:19 obtain 5:1 27:8 40:19 46:16,20 obtained 29:19 obtaining 29:21 obviously 76:24 occur 22:23 October 66:8 68:17 76:1 120:19 offer 50:4 offered 110:4 offers 109:18 office 1:1 26:1 28:15 31:7 offices 1:13 15:13 82:18 120:5 oh 12:20 17:4 68:2 98:17 99:9 okay 4:17 10:9 11:22 13:13 23:11 24:21 26:14,18 28:9 29:16 31:2 35:22 36:3 40:2,21 43:19 44:8 56:23 58:9 60:7,20 65:7,21 66:8 67:8 68:6,18 70:1 76:6 77:20 78:5,9,15 83:21 85:19 87:16 89:1</p>	<p>89:16,23 90:20 91:24 94:16 99:11 102:14 103:4 105:7 108:20 110:24 112:21 116:9,20 old 15:14 35:2 99:10 older 28:5 once 97:19 ones 86:14 92:5 93:15 94:3 104:10 104:18 one-year 84:14 ongoing 60:12 69:3 70:13 online 28:12 Oops 93:24 opened 103:5 operating 80:21,23 opinion 27:6,8,17,19 28:1,4,10 29:7,14 30:2,6 31:3 32:5 46:16 opinions 27:5 46:20 opportunity 6:21 option 43:10,12 order 55:7 59:14 62:18 63:11,22 64:24 65:6 66:11 66:15,19,22 67:5 68:7,17 69:11,13 69:14 70:8 72:4,10 72:21 73:3 75:24 76:2,9,15 77:1,6 77:11 78:6 79:18 89:7 117:6 orders 2:10 61:15,23 75:6 83:10 86:9,13 89:11 95:4 ordinary 75:9 86:8 organizations 115:24 original 67:16 71:5 119:10,11 120:13 120:14 originally 21:3 originate 86:11 originated 41:6,8 originates 48:12 Ostrager 1:16,17 2:3 3:7,8,9 6:20 7:1 9:2,8,16 10:12 16:17 17:5 18:12 18:24 21:18 25:7 26:4 27:14,22 28:23 29:9 30:19 30:24 31:9 34:11</p>
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<p>34:19 36:23 37:4 38:3 39:15 42:3 49:8,20 55:16 56:1 56:8,10,13,23 59:24 60:7 61:14 63:8 67:1 71:2 74:20 77:10 79:20 82:24 85:13 86:2 86:20 89:10 90:20 92:6 93:4,6,18,21 93:23 94:5,21 95:2 96:17,23 98:17 99:15,20 100:17 101:4,19 103:14 103:21 104:20 105:7 108:3 109:4 111:19 112:13 114:8,11 119:4,11 outdoor 109:20 110:20 overall 10:10,18,23 oversight 54:1,2 80:8 overture 2:16,17,17 12:15 95:16,17,19 95:21 96:2 97:5,21 98:20 99:8,11,16 99:21 100:3,8,11 100:13 owned 17:22 owner 36:11 owners 6:3 69:16 O'Brien 1:19 6:17 6:23 10:11 16:14 18:21 19:1,5 21:17 22:4,9 23:1 26:2 27:11 28:20 29:8 29:11,23 30:11,21 34:14 37:1 45:3 49:7,15 53:4 55:8 56:3,12,19 58:13 60:3 61:7 63:4,7 65:2 66:2,23 74:6 88:16 93:2 94:23 96:19 99:18,19 103:7,11,15 108:18 111:7,14 114:7 119:7,13 O'Brien's 32:11</p> <hr/> <p style="text-align: center;">P</p> <p>P 1:11 3:2 36:5 120:3 pack 113:13 packaging 34:7,12 35:10 50:14 page 2:2,6 4:6,7</p>	<p>31:22 32:13 33:14 33:23 34:15 35:22 38:21 40:10 42:9 42:24 43:8,19,23 44:8,13 45:15 46:23 47:19 48:7 49:16 50:1,2,16 54:23 57:19 58:18 58:24 60:17 62:15 62:19 67:24 68:21 69:1 72:16,22 73:1 73:7,16,21,21 75:13,24 76:6,16 76:19,22 77:12 78:2,22 83:21 86:4 87:11,21 89:1 93:10 102:4 105:10,19,21 106:19 107:10 109:3,18 110:9 112:15 113:13,13 113:13,14,22 114:13 118:9 pages 2:8,9,20,21,21 2:22 39:24 40:4,5 40:6 42:7,8,14,15 57:9 88:1,3 105:11 105:16 109:7,15 111:22 112:4,16 113:1,7,9,14 114:13,14,17,19 114:21 116:24 paid 86:3 paragraph 32:14,21 33:4 37:6 69:6 Pardon 17:13 PARK 1:17 parking 110:13 parse 66:1 part 6:18 22:5 35:20 69:18 75:20 93:2 102:4 participate 115:12 115:13 118:18 participates 114:24 particular 32:8 35:9 40:6,13 46:2 59:12 67:18 89:22 91:22 100:6 particularly 86:7 parties 120:16 parts 6:11 57:16 104:16 part-time 5:7 patent 1:1 2:8 3:14 26:1 28:15 31:6 40:12</p>	<p>patented 40:11 patents 22:6 24:5 29:17,19,21 40:15 40:17,18,19,22 41:7,12,19 pathway 110:23 pathways 110:13 PAUSE 40:1 112:9 112:20 pay 85:24 paying 77:14 payment 72:20,21 77:11 PC 1:16 pending 66:4 people 12:14 62:24 96:4 percent 6:4 8:3 10:14,19 11:10 59:22 percentage 7:11 8:3 10:17,22 percentages 10:9 perception 16:19 performance 109:19 period 7:5 59:22 80:20 85:12 86:22 95:6 99:4,17 100:4 101:6,21 104:23 periodic 11:15 person 37:7,15 personally 25:6,21 28:21,22 118:15 PERUSING 114:18 Peter 30:9,10,20 32:4 petition 2:7 17:6,24 18:18 19:4 108:21 Petitioner 1:6,12,16 98:23 120:4 Petitioner's 2:6 3:17 3:20 17:6,9 31:10 31:14 38:4,9 39:16 39:21 42:4,10 49:24 56:24 57:7 61:15,21 75:1,4 83:1,7 86:21 87:4 90:21 91:3 92:7,13 94:6,11 96:13,15 98:18 99:21 100:1 100:20,22 101:8 101:11,23 102:1 103:24 104:4,21 105:2,8,13 109:5 109:11 111:20,23 112:1,14,18 114:12,15 120:14</p>	<p>Phenix 1:13,23 120:5 Philadelphia 60:13 phonetic 5:9 14:17 pick 94:16 picture 34:4 pieces 77:24 78:2 84:2,9 place 33:18 47:7 70:24 placed 33:13,20 35:17 59:14 66:19 places 47:24 placing 33:5,9 plan 116:17 plans 116:18 plant 115:3,17,23 plates 49:18 please 3:5 4:21 74:11 112:3 plugged 97:20 plus 5:20 20:23 PO 76:20 77:16,20 poles 110:13 policies 84:16 policy 25:23 26:5,9 72:1 84:12 pop 96:5 pops 97:14 portfolio 24:3 portion 22:24 63:11 position 4:17 5:12 52:21 possible 116:5 potential 69:13 70:12 71:12 power-of-attorney 34:16 PO54172 78:16 practice 44:24 62:24 71:17 predate 55:2 predates 10:3 76:9 prepared 92:22 prepped 12:21 present 4:19 5:18 18:14 20:10 34:13 56:16 62:8 91:19 95:6 101:22 116:10 presentation 65:20 presentations 117:19 presented 25:20 preserve 30:22 president 4:16 36:6 pretty 6:12 13:9,15</p>	<p>15:15 92:22 previous 120:6 pre-dated 70:6 price 79:17,18,22 primarily 11:3 42:22 principal 62:13 84:21 88:12 print 23:20 56:14 99:10 100:7 printed 38:5 42:5 55:1 101:1,2 105:9 109:8 printer 99:10 100:24 printing 12:4 99:3,7 99:8 printout 38:11 56:5 111:20 112:14 prior 5:4 24:8 28:7,9 59:21 70:11 76:3 76:15 100:9 109:21,24 110:2 private 5:23,24 45:24 privilege 30:14,23 37:2,3 probably 7:14,23 9:12 17:24 42:19 46:13 71:23,24 76:10 89:7 92:20 108:4 113:18 problem 81:13 82:8 84:9 103:4,10 Procedure 120:13 proceeded 71:5 proceeding 4:3 102:10,12 proceedings 3:14 proceeds 37:6,13 produce 37:11 53:4 56:22 60:6 94:23 95:3,4 produced 15:9 56:3 56:4,11,12,14,20 60:3,5 93:6 94:7 95:14 98:19 producing 96:20 product 7:8 9:18,20 10:10 11:16,17 18:2,6,8,10,15 19:24 20:3,18 21:1 23:8 34:5,13 35:14 40:7 42:18 43:14 43:15,15 44:1,2 45:2,14 46:1 55:23 61:3 62:4 65:18 67:16 70:1,4 71:8 71:9 73:20,22,24</p>
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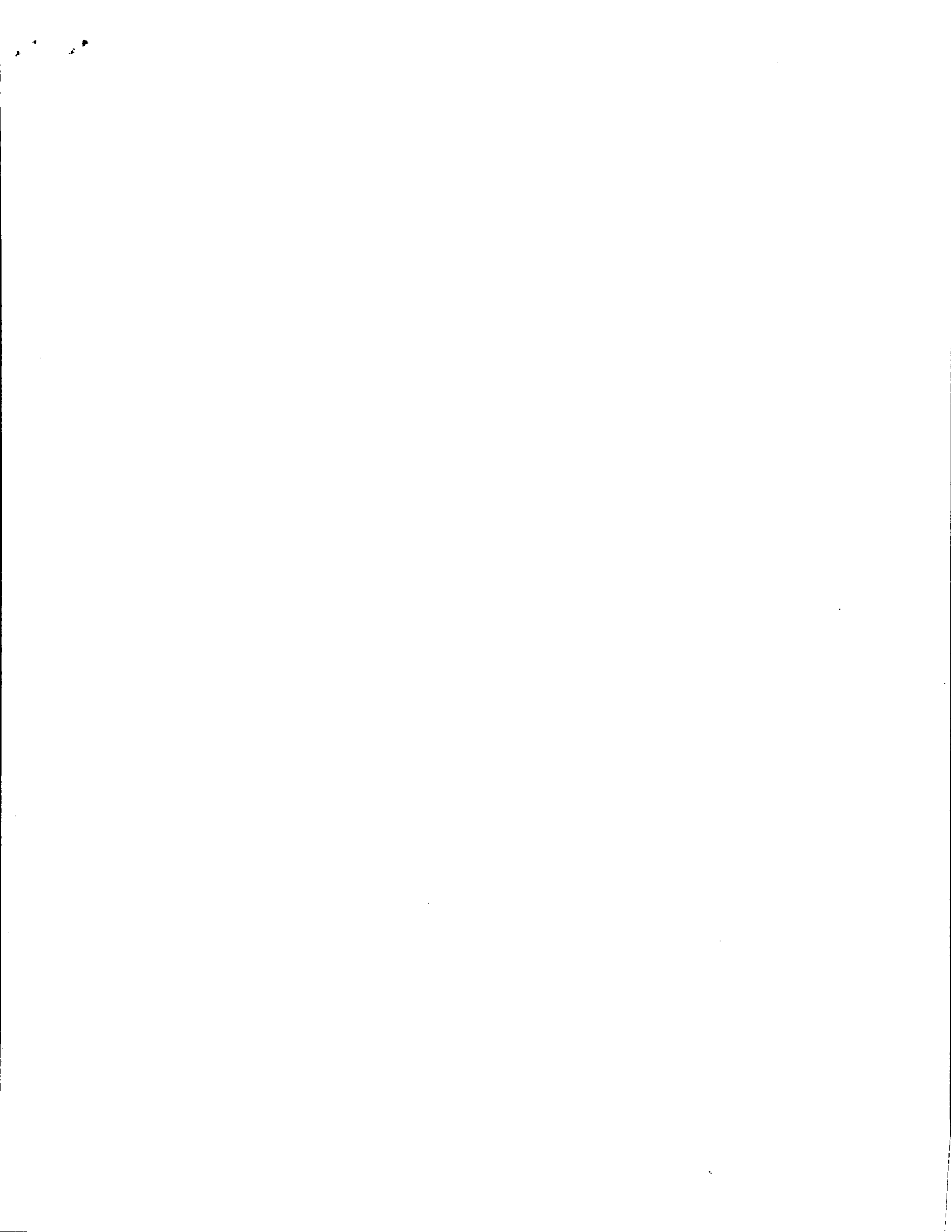
<p>74:1 77:14 78:22 78:23,23 81:10,12 81:15 82:10 83:13 83:14 85:11,17,19 86:13,18 87:14,19 91:8,12,17,22 97:10,11,24 100:13 101:17 106:6 107:2,7 110:10 111:21 114:6,7 production 9:8,16 34:11 36:23 56:1 60:1 71:2 77:10 83:3 89:11 94:22 99:13 104:19 products 5:16 6:12 9:23 10:20,23,24 11:13 12:21,23 13:10,15 16:12,22 17:3 19:14,18 20:3 20:11 33:21 39:3 42:15,17,21 43:11 43:21 44:10,14,15 47:21,22 48:9 49:17 50:2 58:4 73:8 81:6,11 88:10 97:17 98:1 100:15 106:1,4,12 109:24 110:4,14,20 111:1 111:4,11 113:6,10 113:15,24 114:2 progress 36:3 project 104:17 projects 104:7 promoting 23:4 property 24:3,10,11 proprietor 17:17 provide 95:22 101:8 104:1 105:12 provided 30:6 32:5 Providence 82:17,18 82:23 proviso 94:18 public 1:12 5:23 11:14,19,23 48:2 50:23 104:6 120:2 publication 54:21,24 PUBLIC/RPR-R... 120:22 pulled 104:18 punishable 37:22 purchase 2:10 61:15 61:23 62:18 63:11 63:22 66:15,19,21 67:5 68:16 72:21 73:3 75:6,24 76:2</p>	<p>76:9,15 77:6 82:10 83:9 89:7,11 95:4 purchased 77:4 purchases 34:3 pursuant 3:13 4:1 120:13 put 35:13 37:3 53:17 80:18 93:21 95:23 96:4 114:9 P.M 95:10 119:15</p> <hr/> <p style="text-align: center;">Q</p> <p>qualified 120:3 quality 80:5,13 81:10 quantities 59:10 quantity 60:24 80:17,18 question 16:18 19:3 20:8 21:19 25:10 29:2 30:16 34:18 49:9 58:15 66:3,4 67:2 74:11 75:19 77:12 80:12 86:1 111:9 117:1 questions 119:5,8 quickly 33:22</p> <hr/> <p style="text-align: center;">R</p> <p>R 32:4 radius 44:19 46:8,10 46:18 range 13:9 98:1 109:19 ranging 99:5 Rankin 2:19,20 103:23 104:9,22 rapid 69:7 rating 114:4 read 17:15 36:4,4 106:20 108:22 109:17 reading 113:22 reads 107:11 really 94:19 reason 8:8 84:10 92:24 recall 12:19 16:3 23:18 30:1,5 33:20 47:14 59:12 70:22 72:8,15 receivable 82:7 receive 27:5,17,19 28:4,10 29:7,14 31:2 68:6 81:2,5 received 17:24 18:18 27:16 28:1 30:2</p>	<p>65:17 66:18 68:8 68:10 75:20 76:3 81:22 110:1 receiving 86:13 RECESS 49:23 95:10 recessed 44:20 51:24 54:13 113:12 recognize 32:16 35:23 38:11 64:20 109:14,16 recollection 20:10 23:6 25:15 26:19 33:1 60:8 72:13 record 3:5 6:17,18 16:15 44:18 49:21 49:22 70:23 94:2 95:9 97:2,3 106:20 109:17 120:11 records 20:14 27:20 36:20 77:20 red 62:19 63:17,19 64:6,22 65:1,6 67:12,21,22,23 68:3,12,19 73:17 redistribute 12:8 reds 68:6 refer 65:18 68:2 73:10,11 83:16 85:8 91:14 98:15 reference 23:22 57:21 73:7 84:20 102:6,9 104:18 110:7 referring 27:21 32:23 57:19 63:10 69:12 70:7 76:18 77:12 92:18 93:11 116:23 refers 73:12 84:5 117:7 reflect 8:6 9:13 15:19 36:20 42:9 46:14 47:15 53:17 55:21 60:21 64:2 67:21 70:13 78:16 81:18 83:17,19 84:15 85:4 87:8,13 87:14,15 89:5 91:7 91:21 100:12 reflected 7:12 61:6 67:17 95:5 reflects 77:11 83:12 91:11 97:4 99:1 refresh 32:24 regard 4:5 84:12 regarding 4:2,9 25:5</p>	<p>26:21 28:2 46:20 70:14,18 80:6 register 31:7 registered 36:12 49:10 Registrant 1:9,19 registration 1:3 25:24 relate 42:14 104:15 105:5 relating 25:17 26:15 relations 11:14,19 11:23 104:6 relationship 60:12 release 11:18 releases 11:16 relevant 45:15 remainder 76:12 remote 49:18 renewed 25:13 repeat 74:11 replace 51:8 63:13 81:15 replacement 11:6 84:14 replacements 81:23 84:2 replaces 51:18 replacing 84:11 report 2:10,11,12,13 2:14,15,16,17 56:17 57:2 75:6,7 83:9 91:5 92:15,17 92:19 93:9 94:9,14 101:6 reporter 3:4 31:16 38:7 39:19 42:7 57:6 61:18 74:24 83:4 87:1 90:24 92:10 94:9 98:21 99:22 100:21 101:9,24 104:2,24 105:12 109:9 119:9 Reporters 1:13,22 120:5 reports 2:16 57:1,1 85:7 87:6 95:6 represent 10:10,18 10:23 11:10 43:9 58:11 66:11 72:20 75:17 77:24 78:24 representation 32:19 representative 4:5 33:15 43:21 representing 78:17</p>	<p>represents 40:3 57:10,14 58:7,17 62:17 79:2 94:13 101:13 reps 12:7 86:15 Req 66:5 request 9:8 12:6 34:11 36:23 56:1 56:10,17 64:14 66:6 75:1 77:10 87:2 89:10 91:1 92:11 95:3 requested 66:7 Requests 12:8 Required 66:7 research 41:1 resemblance 37:14 residential 39:11,13 43:6 51:10,14 52:1 52:9 53:14 54:14 115:1,16 116:4 respect 19:5 22:19 60:9 61:3 84:16 85:10 86:6 87:19 respectively 55:17 respects 115:11 response 69:7 responsibility 24:9 24:14,16 responsible 82:11 rest 116:2 result 37:11 results 23:20,21 retail 115:5,20 118:7 119:2 retained 120:14 return 81:14 returns 81:10,21 82:12 reverify 92:22 review 4:7 6:21 31:19 42:8 49:4 96:6 reviewed 4:12 17:12 17:14,15 108:23 Rhode 1:12,13,23 6:2,9,10 11:21 120:2,5 right 9:1 30:22 35:18 37:8 44:3 45:19 46:9,17 47:9 48:3,20 51:16 58:12 64:19 72:3 72:14 76:10,19 79:16 92:20 98:2 103:20 112:7 rights 24:11,11</p>
--	--	--	---	--

<p>41:15 53:20 right-hand 98:4 110:9 rigid 106:22 ROAD 1:20 Robert 1:11 2:2 3:2 3:6 36:5 52:18,19 82:13 120:3 room 47:9 Rooms-East 117:13 Royal 60:13 75:16 76:7 77:3 83:23 84:20 85:16,17 RPR-RMR 1:12 RT 44:20 Rule 120:13 Rules 120:13 run 57:2 80:19 92:18 runoff 35:15 R-o-y-a-l 60:13 R50 54:9,10,11 R63 54:6,9,10,11</p> <hr/> <p style="text-align: center;">S</p> <p>S 2:5 sale 33:10 56:16 57:14 59:12 60:21 75:18 113:20,24 114:2 sales 7:11,12,15 8:3 8:3,7,14 10:10,18 10:23 11:11 52:22 55:4,22 56:6,15 57:11,14 59:15 61:5 66:13 75:17 77:2 83:12,17,19 87:8,15 88:22 89:13 90:9,15 91:7 91:11,21 92:21 93:1 94:19 salida 48:6 sample 61:4,6 69:8 71:10 75:17 80:15 80:16 samples 61:9,11 66:14,18 68:8,10 69:7 71:11,14,16 71:17 75:21 76:3 76:10 77:4 78:10 78:13,18 savers 47:20 saving 20:24 saying 7:16,16 16:3 says 32:22 58:3 62:19 63:12 77:16 77:17 78:2 107:21 schedule 58:3</p>	<p>SD 48:8 search 23:14,15,16 23:18,20 25:4,10 25:16,17,20 26:13 26:15 28:14,15 29:5 36:15,15,17 36:21,24 37:11 45:22 46:12 48:22 77:8,22 95:24 96:4 110:5 searches 26:18,21 27:2 see 3:23 8:9 10:5 13:4,21 19:12 24:23 32:2,4,13,14 32:21 35:11 38:1 38:14,15,21 40:4 41:17 42:24 43:8 44:8 45:10,16,22 46:23 47:24 50:5 54:6,20 62:20 63:12 64:9,19 68:2 68:2,23 71:12 73:7 73:17,17 76:6 78:19 81:12 84:19 84:19 86:4 87:21 93:7 98:17 102:20 104:16 105:22 106:19 107:10 110:6 115:5 116:16 seeing 34:21 seen 3:18 16:5,7 17:8,11 18:5,8 31:18,20 106:11 106:12 107:20,24 112:4,24 113:1 114:19 select 47:13 50:5 80:18 selected 22:12 selection 22:16 Self-Diagnostics 43:9 self-generated 44:7 self-luminous 44:5,6 sell 7:21 8:9,10,11 14:3 16:21 55:10 55:14,19 85:17,19 88:10 90:5 107:5 107:13,15 110:14 111:4 114:6 115:15 116:3 selling 55:23 sells 113:19 send 12:10 61:11,12 71:10 80:2 81:14</p>	<p>sent 81:23 September 1:14 42:6 109:8 120:5 series 2:9 34:1 38:7 38:16 39:17 40:11 42:19,21 43:1,2,17 43:23 44:19,19,19 44:20,20,20,20,21 44:21,21 45:8,10 45:14,16,17,20 46:8,10,17,21,24 46:24 47:11,17 48:7,8,8,11,13,17 48:20 50:20,24 51:6,16 52:3 53:8 54:6,17,19,23 56:16 57:15 58:7 58:21 59:17 60:10 60:22 62:1 70:19 71:6 72:11 74:5,8 74:14 80:3,23 81:19 83:14 84:13 84:17,21 85:1,11 86:6 87:9,19 88:23 89:13 90:18 91:8 91:13,15 113:12 serve 115:1 service 69:15 71:22 88:15,20 90:6 95:21 services 2:17 85:14 85:20 88:4 95:21 99:17 set 4:6 72:1 99:18 120:8,18 seven 114:14 Shanghai 41:10,15 41:24 61:16,24 62:6,9,13 68:12,22 70:17,21 72:18 73:3 75:21 76:2,20 78:6,13,16 shape 40:23 shaped 53:9 share 102:19 she'll 31:17 shipment 59:5,6,7,9 shipped 33:8 35:17 60:24 shipping 84:9 shopping 69:24 short 21:1 97:24 shorthand 120:10 show 3:16 12:21 17:7 31:17 43:20 63:3,5 92:11 94:9 96:11 98:22 99:23</p>	<p>100:17 101:4,9,19 103:21 105:1 109:10 118:1,12 119:1 showed 71:8 showing 33:14 34:12 35:9 shown 34:3 35:3 47:21 50:2 59:17 73:20 74:10 104:14 108:20 111:2,5,11 113:6 shows 12:16 15:23 16:2 43:23 44:13 47:19 48:7 49:16 50:16 86:11 107:19,20 108:1 113:17 114:24 115:12,13 116:7,9 116:17,21,23,24 117:2,5 118:17 sign 42:14,18 43:15 43:21 signage 9:22 10:15 10:18 113:21 signals 2:21 106:21 106:22 107:3,5 signature 36:1 69:1 120:16 signs 5:16 7:18,21 14:4,20 15:5 43:20 43:24 44:9 48:4 106:7,10 113:3 similar 13:20 25:9 46:11 47:8 92:1 96:3 similarity 102:16 sir 4:1,12,14,21 5:14 16:18 17:5 18:16 19:24 20:15 24:2 24:16,24 25:22 28:18 30:1 32:20 32:21 33:24 34:23 36:1,9,13 38:1,3 38:12 41:20 42:3 44:22 45:6 47:13 48:24 54:2,16 56:24 57:9 63:9,16 63:22 65:5 66:9,22 67:1 69:1 71:19 74:12,20 75:9 76:13 80:12 82:24 83:11 84:19 87:2 88:18 91:1 92:11 92:17 93:9,13 94:5 95:11 98:22 100:11,17 101:5</p>	<p>102:14 103:4,21 105:8,15 108:20 108:20,22 109:4 109:13 111:9,19 112:13 114:17 115:6 116:6 119:4 site 100:8 105:18 sitting 72:13 six 102:20 size 78:5 119:14 SKU 58:1 Smartest 43:8 Society 118:16 socket 50:19 63:15 sold 48:13,15 70:18 77:4 81:12 116:5 118:19 sole 62:3 solely 104:15 somebody 48:23 61:9 103:4 son 52:20 82:14 86:17 son-in-law 32:9 soon 105:16 sorry 76:11 sought 36:12 source 62:3 South 1:20 117:24 so-called 51:2,18 Spanish 48:5 sparse 15:15 specific 20:13 38:22 39:13 97:10 114:5 116:18 specifically 7:22 16:20 84:18 97:10 97:12 specification 48:14 specimen 33:14 34:12 35:9 SPECS 117:11 speculation 103:8,12 111:8,15 spend 11:22 Spring-Twister 43:1 43:2 St 89:21 stairways 48:2 stamp 31:13 35:13 39:18 57:3,4 61:17 72:22 73:7 74:23 86:23 90:23 stamped 96:20 stamping 33:6 stand 76:22 standard 47:7</p>
--	---	---	--	---

<p>standards 106:23 standby 5:20 stands 118:12 start 20:11 50:8 54:16 72:11 started 50:7 54:22 55:23 78:7 starts 40:10 state 1:12 3:4 8:15 103:15 120:2 statement 32:14 36:13 37:10 84:1 100:7 statements 2:17 37:21 99:16,21 states 1:1 8:19 26:1 36:6 69:6 71:7 107:1 stay 8:12 step 38:24 47:24 stipulations 16:16 stopped 35:19 stories 11:16 Street 118:5 strictly 35:20 strike 27:8 54:10 75:7 style 35:2 51:5 styles 45:12 stylized 23:3 65:20 subject 4:6,8 40:22 41:7 submitted 11:17 submitting 32:1 subsequent 65:9 subsidiary 13:16 14:7 16:23 substance 30:18 suburb 8:11,12 successor 108:11 suggest 22:19 suitable 70:2 summarize 56:5 summary 56:15 99:2 102:4 supplied 76:11 114:3 supplier 62:3,13 suppliers 45:23 62:11 111:1,12 Supply 60:13 75:16 76:8 83:24 84:20 supports 114:24 supposed 80:10 sure 8:2 9:1 14:6 15:7,24 16:17 17:4 20:22 21:22 31:8 34:14,19 42:2</p>	<p>48:22 51:15 53:15 55:20 56:9 59:19 59:22 66:13,16 67:3 70:7 71:1 81:7 86:2 92:23 100:16 105:20 113:18 117:23 Sure-Lights 106:6 Sure-Lites 106:5 survey 15:16 SWEE 117:24 sworn 3:3 120:7,7 system 79:14 systems 11:7</p> <hr/> <p style="text-align: center;">T</p> <p>T 2:5 tags 33:7 take 19:12 32:19,19 34:23 39:20,23 45:10 62:15 75:2 76:17 83:5 87:2 88:6 91:2 112:3,8 112:17 taken 1:11 120:4,10 talk 19:9,20 91:18 talked 77:21 talking 11:5 25:20 26:9 70:9 technology 40:13,22 41:6,9,16,24 42:2 telephone 86:19 tell 7:22 20:20 31:19 39:3 40:3 41:6 42:9 43:1 44:4 46:24 48:11 49:16 54:16,22 55:3 57:9 62:16 67:16 69:14 69:21 71:4 72:17 73:1 75:2,16 80:3 83:6 85:7,9 87:17 88:22 89:18 90:14 94:13 95:16 96:23 97:4 98:4,12 99:1 101:13 105:16 106:3 112:3 113:10 116:21 ten 42:19 80:1 term 44:3 52:8 110:19 terms 59:4 102:17 102:21 test 80:10,19,22 tested 80:11 testified 23:6 30:1 78:9 109:13 120:8 testifies 3:3</p>	<p>testify 4:2,5 48:24 120:7 testimony 18:1,16 28:9 66:17 104:14 120:12 testing 80:15,16 Texas 9:11 text 109:17 114:23 115:16 thank 35:22 69:6 78:21 91:20 94:5 105:7 119:4 theatre 48:1 theirs 16:4 theory 96:7 thereon 33:6 thereto 37:14 thing 3:16 23:5 58:2 things 11:8,18 22:7 48:18 97:18 104:13 119:2 think 5:22 12:17 13:4 18:7,13,17 20:8 22:6 29:13 40:8 41:17 44:2 53:4 60:3,4 61:8 64:4 66:3,23 67:7 78:15 90:12 94:19 102:12,14,16 104:10 thinking 14:8 44:7 third 32:13,21 67:22 67:24 93:15 105:21 107:10 Thomas 2:19,20 21:10,12,15,21,23 98:10,14 102:6,11 103:22 104:9,22 108:12,14,16 thought 22:22 36:14 thoughts 22:6 59:11 78:8 three 5:10 9:20,22 29:18 37:21 42:15 67:11 114:21 116:24 time 3:24 5:17 7:5 21:4 24:7 31:5 39:23 50:15 59:22 65:10 68:9 70:2 78:17 85:12 109:2 tip 53:10 TM 53:17,17,23 today 3:13 17:19,20 24:14 93:3 94:7,23 95:14 96:20 98:19 109:21,24</p>	<p>top 9:4 55:6 85:18 92:19 98:4 107:21 top-right 98:5 total 42:6 79:20 TRA 2:17 11:20 98:20 99:10,12 track 80:19 trade 12:16,21 15:23 16:2 22:12 72:19 86:11 107:19,20 107:24 113:17 114:24 115:12,13 116:6,9,17,20,22 116:23 117:2,5 118:1,12,17 119:1 trademark 1:1,1,3 17:23 20:21 23:11 25:4,17 26:1,16 27:9 28:2 31:6,7 32:1,15,17,20 45:18 53:18,20 trademarks 24:4,21 24:22,24 25:5,24 31:24 49:1,5,10,12 49:13 54:4 traffic 2:21 106:21 106:22,23 107:3,5 112:6,11 transaction 60:9 61:2 transactions 81:18 81:24 transcribed 120:11 transcript 6:22 120:9 transcripts 120:13 transfer 72:18 77:7 translates 58:18 transportation 115:4,19 treasurer 5:13 TRIAL 1:1 tried 71:11 96:24 troublesome 103:18 true 76:12 120:11 truth 120:7,7,8 try 56:22 77:9 trying 64:4,10 74:12 turn 4:7 31:22 32:13 34:15 35:22 39:23 42:24 43:8,19 44:8 46:23 47:19 49:24 50:1,24 57:9 58:24 60:17 67:14 68:21 72:16 73:1,7,16 75:15,23 78:21,22 79:16 83:21 86:4</p>	<p>89:1,16 105:21 106:19 107:10 114:17,21 two 9:21 10:13 13:16 14:9 25:14 27:24 29:18 40:16 41:7,12 45:21 47:21 61:1,13 67:22 85:1 92:5 95:8 113:14 two-page 38:4 101:5 Tyco 5:9,9,12 6:6 10:4 24:7 type 5:14 11:5 12:1 12:2,12,21 23:15 36:17,21 45:7,10 45:14,18 47:16 52:5,7 53:12 63:12 64:5,6,15 71:20 79:11 80:5,12,16 88:7,10 89:2,6,18 90:2 95:21 99:4 107:13,14,15 117:19 types 12:23 17:2 45:7 50:16 53:13 71:10 88:11 typical 59:4,6,7,9 61:2 78:5 typically 61:12 typing 23:16 T-h-o-s 98:7,8</p> <hr/> <p style="text-align: center;">U</p> <p>Uh-huh 11:12 16:13 84:6 110:11 ultimately 70:18 umbrella 107:23 unbelievably 82:5 underneath 38:14 understand 17:1 37:20 53:19 58:15 84:4 85:23 90:1 95:11 111:9 understanding 21:15 22:11 83:11 87:12 100:11 understands 16:10 unit 79:19 United 1:1 8:19 26:1 71:6 107:1 units 113:2 University 4:24 5:2 Unregistered 49:13 unrelated 104:13 Upper 118:3 UPS 11:7</p>
--	---	---	---	--

<p>Upwards 80:1 use 20:6 23:3 25:24 26:6 27:10 33:6,15 37:8 38:18 39:4 40:6,9 43:18 44:24 45:19,24 46:9,17 48:20 50:9 51:10 63:1,3,5 69:10,23 79:11 88:13 91:18 user 8:10 users 90:7 uses 44:2 50:18 92:12 USPTO 28:13 usually 12:6 utilities 115:3,18 utility 116:5 U.S 5:6 6:13 31:6 40:12,17,18 70:15 71:9 90:1</p>	<p>29:24 30:11,12,21 34:19 55:9 56:21 66:1 88:16 93:18 119:9 wanted 64:5 81:21 warehouses 82:22 warranty 84:2,12,16 wasn't 17:18 29:22 113:22 Watts 31:23 way 6:23 12:9 35:4 81:24 ways 45:21 weatherproofed 73:17 74:3 web 2:20,21,21,22 2:22 40:5 42:9 105:10 112:5,15 114:12 website 2:8,9 12:9 38:5,12 42:6 98:2 98:3 109:8,14 111:21 112:22 weeks 35:8 went 19:15 33:22 35:20 45:15 78:8 104:17 weren't 77:3 West 117:24 118:21 we'll 3:17 17:7 21:2 37:2 56:13,20,22 56:23 69:10 87:2 90:24 91:1,18 92:10 94:21 95:2 96:13 99:22 100:19 101:22 103:24 104:1,23 105:11 111:22 112:17 114:11 we're 3:9,12 5:20 16:15 23:4 36:3 54:4 64:11 76:7 84:10 96:1,19 112:13 we've 38:5 48:15 60:3 116:5 118:19 WHEREOF 120:18 white 67:13 68:10 Wholesale 87:20 88:7,8,21 wholesaler 59:3 71:22 89:9,20 wholesalers 10:7,16 10:21 11:3 wholesaling 90:3 willful 37:21 wire 72:18 77:7</p>	<p>witness 1:11 2:2 3:6 17:13 18:10 25:6 26:7 28:22 34:17 55:15 56:7 63:20 67:19 79:19 85:12 86:1 93:7,20,22,24 95:1,7 108:2 109:22 114:18 120:4,6,12,16,18 word 48:6 63:14 64:7,9 66:1 words 48:5 63:16 64:12 71:21 95:23 96:5 97:20 100:9 work 29:20 41:17 62:6,11 95:19 worked 5:10 working 5:8 11:23 16:15 25:17 32:7 world 6:11 worth 55:10,19 wouldn't 21:6 35:11 70:10 116:19 writing 27:16 64:2,3 64:3 78:4 93:20 written 29:7 70:10 wrong 84:9 93:24</p>	<p style="text-align: center;">Z</p> <p>zero 7:14</p> <hr/> <p style="text-align: center;">\$</p> <p>\$1 55:10,12 \$23.50 79:23 \$250,000 55:19 \$4,000 90:11 \$5,000 89:15 \$50,000 11:24 \$992.34 79:21</p> <hr/> <p style="text-align: center;">0</p> <p>000137 31:13 00032 2:9 39:18 00036 2:9 39:18 00144 32:13 00145 34:15 00149 31:13 00152 57:4 00156 57:5 00157 2:11 74:23 00159 76:6 78:22 79:17 00163 74:23 00164 2:12 83:3 00171 83:22 00180 86:4 00181 83:4 00182 2:13 86:24 87:11 00186 89:1 00191 89:16 00195 90:14 00205 86:24 00206 2:14 90:24 00223 90:24 00224 2:15 92:9 00240 92:10 00241 2:10 63:5 66:5 00243 72:16 00253 73:16 00265 61:18 01 101:7 02 101:2,3,21 0241 61:17 02920 1:23 03 92:21,23 97:6 100:5 101:7 104:23 105:4 116:10 04 93:1 94:8 100:5,9 101:22 104:23 105:4 117:6 06002 1:20</p>	<p>1 2:7 3:18,20 69:6 72:22 109:18 110:9 114:13 1:32 119:15 10 2:12 83:1,7,21 10,000 12:11 100 2:17,18 6:4 59:22 101 2:18 10177-0899 1:18 102 2:19 104 2:19 105 2:20,20 109 2:21 11 2:13 86:21 87:4 92:1 11-30-03 92:18 112 2:21,22 114 2:22 115 1:13,23 120:5 12 2:14 24:20 90:21 91:3 12-17-02 100:18 12-31-01 86:22 12:10 95:10 12:50 95:10 13 2:15 92:7,13 93:11 94:16 120:23 14 2:16 42:6,8 73:6 94:6,11,24 142 31:22 145 35:22 146 34:24 35:1,1 148 33:14 15 2:16 96:14,15 98:4 15,000 88:24 152 57:19 153 58:24 155 60:17 68:1 16 2:17 98:18,18,23 109:7 163 2:11 17 2:7,17 99:22 100:1 18 2:18 77:7 100:20 100:22 181 2:12 183 87:22 184 87:22 185 87:22 186 88:2 189 88:2 19 2:18 101:8,11 102:5 191 88:4</p>
<p style="text-align: center;">V</p> <p>value 90:9 variant 23:24 variations 45:12 various 11:17 16:1 39:5,8 44:13,14,24 47:17 49:5 52:14 52:24 53:13 58:3 71:12 105:23 106:24 107:19 113:7,17 116:22 117:5 vendor 64:18 99:5 verbal 27:17 29:14 30:2,6 31:3 32:5 verbatim 17:15 versatile 109:19 viewer 97:19 Vista 23:19 voltage 45:11 84:10 volume 6:15 7:6,11 10:18 11:11 55:4 55:22 Voss 87:24 89:1,3,12 89:14 92:4 vs 1:7</p> <hr/> <p style="text-align: center;">W</p> <p>W 48:8,13 wait 66:2 waived 120:16 waiver 30:23,24 wallmount 110:13 Walter's 87:20,21 88:6,7,9,21 want 7:2 13:22 19:6</p>	<p>website 2:8,9 12:9 38:5,12 42:6 98:2 98:3 109:8,14 111:21 112:22 weeks 35:8 went 19:15 33:22 35:20 45:15 78:8 104:17 weren't 77:3 West 117:24 118:21 we'll 3:17 17:7 21:2 37:2 56:13,20,22 56:23 69:10 87:2 90:24 91:1,18 92:10 94:21 95:2 96:13 99:22 100:19 101:22 103:24 104:1,23 105:11 111:22 112:17 114:11 we're 3:9,12 5:20 16:15 23:4 36:3 54:4 64:11 76:7 84:10 96:1,19 112:13 we've 38:5 48:15 60:3 116:5 118:19 WHEREOF 120:18 white 67:13 68:10 Wholesale 87:20 88:7,8,21 wholesaler 59:3 71:22 89:9,20 wholesalers 10:7,16 10:21 11:3 wholesaling 90:3 willful 37:21 wire 72:18 77:7</p>	<p style="text-align: center;">X</p> <p>X 2:1,5 44:21 XL 44:4 XLA1 113:13 XPAB 113:14</p> <hr/> <p style="text-align: center;">Y</p> <p>yeah 14:12 32:18 62:7 96:7 102:13 103:3 year 7:3,4 11:23,24 12:10 27:23 55:1 55:16 56:7,8 70:21 73:6 83:9,10 84:23 87:6,7 90:22 91:5 91:6 92:8,9,16 94:15 95:8,15 96:13 97:7 101:15 103:24 years 5:11 7:7 10:13 25:14 27:24 35:12 80:1,21,24 85:2 York 1:18 3:10 7:9 7:12,15,19,21 8:7 8:13,14,23 9:2 12:20 113:21,24 114:3,5,6 116:13 Yu 68:23 69:4 70:14 Yup 49:14</p>	<p style="text-align: center;">1</p>	<p>1 2:7 3:18,20 69:6 72:22 109:18 110:9 114:13 1:32 119:15 10 2:12 83:1,7,21 10,000 12:11 100 2:17,18 6:4 59:22 101 2:18 10177-0899 1:18 102 2:19 104 2:19 105 2:20,20 109 2:21 11 2:13 86:21 87:4 92:1 11-30-03 92:18 112 2:21,22 114 2:22 115 1:13,23 120:5 12 2:14 24:20 90:21 91:3 12-17-02 100:18 12-31-01 86:22 12:10 95:10 12:50 95:10 13 2:15 92:7,13 93:11 94:16 120:23 14 2:16 42:6,8 73:6 94:6,11,24 142 31:22 145 35:22 146 34:24 35:1,1 148 33:14 15 2:16 96:14,15 98:4 15,000 88:24 152 57:19 153 58:24 155 60:17 68:1 16 2:17 98:18,18,23 109:7 163 2:11 17 2:7,17 99:22 100:1 18 2:18 77:7 100:20 100:22 181 2:12 183 87:22 184 87:22 185 87:22 186 88:2 189 88:2 19 2:18 101:8,11 102:5 191 88:4</p>

194 88:4	77:13 78:2	62:15 67:19 68:16		
195 88:4	244 73:1	72:16 75:23 76:18		
1972 10:2 18:14	246 73:7	76:22 77:13		
1975 4:18 5:18 6:5,6	25 2:21 11:10,24	83 2:12		
1986 5:22	59:3 61:9 66:9	87 2:13		
1990s 20:12 28:6	76:1 111:20,23			
29:6 31:4 40:20	112:1			
54:18	250 1:17	<u>9</u>		
1998 57:12 59:18,19	26 2:22 112:14,18	9 2:11 74:21 75:1,4		
59:20 66:13 71:14	265 2:10	76:7 78:21 83:16		
95:6	27 2:22 114:12,15	9:27 3:1		
1998/99 60:2	116:24	9:30 1:14 120:6		
1999 62:18	275,000 90:16	91 2:14		
	28 1:14 120:5	92 2:15		
<u>2</u>		92,042,545 1:7		
2 2:7 17:6,9 108:21	<u>3</u>	94 2:16		
110:1	3 2:3,7,8 4:6,7 7:3	949110 93:15 94:4		
2,324,402 1:3	31:10,14 55:15	949130 93:16 94:4		
20 2:19 4:9,12	30 10:14,19 120:13	949200 57:23 58:6		
101:23 102:1	300 78:2	67:9,12		
2000 73:6 83:9,10,13	31 2:8 57:3 94:8	949250 57:23 64:20		
83:23 84:23	31st 94:15	66:12 67:6,9,12		
2001 87:6,7,9,18	32 40:10	68:4		
88:23 89:14 90:10	38 2:8	949409 57:23 67:9		
90:15,18	39 2:9	67:13		
2002 6:16 54:21 55:1		96 2:16		
55:4,15 90:22 91:5	<u>4</u>	98 2:17 32:24 57:3		
91:6,8 92:2 99:5	4 2:8 7:3 38:4,9	61:5 68:14,15,22		
101:15 103:24	4X 44:21	83:19		
104:9 116:16	401/946-5500 1:24	99 66:9 68:17 76:1		
2003 6:16 55:5 85:13	42 2:9	77:7 83:17		
92:8,9,15,16,17				
95:15 96:13 97:7	<u>5</u>			
101:15 116:16	5 2:9 39:16,21 109:3			
2004 1:14 56:4 85:13	120:13			
94:15 98:21 99:6	5-20-99 76:8			
99:17,21 100:4	50 15:10			
101:15 109:9	54172 77:20			
116:17 120:6,19	5472 72:21 76:16,20			
2005 120:23	77:16,21			
203 88:5	55 1:20			
205 2:13	57 2:10			
21 2:19 104:1,4,15	5890 76:21			
21st 117:15				
22 2:20 61:9 104:21	<u>6</u>			
104:24 105:2	6 2:9 42:4,10 49:24			
22nd 42:6 109:8	60s 5:7 25:13			
223 2:14	61 2:10			
224 93:10				
23 2:20 68:22 105:8	<u>7</u>			
105:11,13	7 2:10 56:24 57:7			
24 2:21 109:5,11	67:8,14,20 83:19			
111:2,5,11 112:16	70s 5:3 25:13			
240 2:15	75 2:11			
241 62:16 72:23	75/674,056 31:11			
73:21 76:22				
243 76:16,17,19	<u>8</u>			
	8 2:10 61:15,19,21			



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of:

Trademark Registration No.: 2,324,402

Mark: LEDison

Class: 009

McGRAW-EDISON COMPANY,

Petitioner,

v.

MULE LIGHTING, INC.,

Registrant

Cancellation No. 92042545

**REGISTRANT'S ANSWERS TO
PETITIONER'S FIRST SET OF INTERROGATORIES**

Registrant, Mule Lighting, Inc. ("Mule") pursuant to Rule 33 of the Federal Rules of Civil Procedure, hereby submits its answers to Petitioner, McGraw-Edison Company's First Set of Interrogatories.

GENERAL OBJECTIONS

1. Mule objects to the Instructions portion of Petitioner's Interrogatories to the extent it imposes a duty or seeks information beyond that which is provided for by the Federal Rules of Civil Procedure.

2. The responses provided herein are based upon the best relevant information presently available to Mule and are made without prejudice to the right of Mule to make

additional or modified responses should better or further information or documentation subsequently become available to it. These responses also are made without prejudice to any right of Mule to offer evidence on its behalf or to object to the relevance, competence, or admissibility on any ground of any evidence or witness offered by Petitioner; and these responses do not constitute an admission of competence or admissibility of evidence or a waiver of objection on any ground. Mule's discovery is continuing and Mule reserves the right to supplement these Responses.

3. Mule objects to each of Interrogatories 1-16 to the extent that any seek information or documents that are subject to the attorney-client privilege, constitute attorney work product, or are otherwise immune from discovery under the Federal Rules of Civil Procedure.

4. Mule objects to each of Interrogatories 1-16 to the extent that Petitioner seeks documents or information that is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less expensive, or less burdensome, or where the burden or expense to Mule of the proposed discovery outweighs its likely benefit to Petitioner, taking into account the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the litigation, the importance of the proposed discovery in resolving the issues, and the availability of the information to Petitioner from other sources.

5. Mule objects to each of Interrogatories 1 - 16 to the extent that any of them seeks the production of any information that is irrelevant and not likely to lead to the discovery of admissible evidence.

6. Mule specifically incorporates each of these General Objections into each of its specific responses to Interrogatories 1 - 16, whether or not express reference is made therein.

INTERROGATORY NO. 1: Please identify all present and former officers, directors, executives and managers of MULE.

ANSWER: Robert P. Cross, Melissa Cross, Robert H. Cross, Jeffrey P. Cross

INTERROGATORY NO. 2: Please identify the Person employed by MULE or who on behalf of MULE is responsible for:

(a) the selection and adoption of the LEDISON Designation, including the dates on which it was first decided to adopt the designation, and the circumstances and method by which the designation was selected, created and adopted;

(b) the decision to register the LEDison Designation in the United States Patent and Trademark Office;

(c) any search reports and/or investigations prepared by or for MULE that concern the LEDISON Designation;

(d) the preparation, filing and maintenance of the MULE's Trademark Registration;

(e) the manufacture and/or creation of MULE's Products and Services;

(f) the display, marketing, promotion and/or advertising for MULE's Products and Services;

(g) the distribution, licensing, sales or similar transactions involving MULE's Products and Services;

(h) the maintenance of financial records for MULE's Products and Services, including but not limited to, marketing, advertising, surveys, research and development, licensing, sales or other transactions for the LEDISON Designation.

ANSWER: OBJECTION. Mule objects to this interrogatory as it seeks to discover information protected by the attorney/client privilege and work-product privilege. Subject to and

without waiver of the above objections and the General Objections, Mule responds as follows:

- (a) Robert P. Cross and Robert H. Cross
- (b) Robert P. Cross
- (c) Robert P. Cross
- (d) Robert P. Cross
- (e) Robert P. Cross
- (f) Robert P. Cross and Robert H. Cross
- (g) Robert P. Cross, Robert H. Cross, Sam Livesley and Donna Brouillette
- (h) Donna Brouillette

INTERROGATORY NO. 3: Identify all goods and services on which MULE has used or intends to use the LEDISON Designation.

ANSWER: LEDison Series of LED lamps.

INTERROGATORY NO. 4: Identify all searches, surveys, marketing studies or reports of any survey results relating to the LEDISON Designation which MULE has ever conducted or caused to be conducted or has in its possession.

ANSWER: **OBJECTION.** Mule objects to this interrogatory as it seeks to discover information protected by the attorney/client privilege and work-product privilege. Mule further objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objections and the General Objections, Mule answers as follows: Robert P. Cross performed an Internet search to determine whether there were any other uses of the mark LEDison and performed an Internet search to determine if the domain name LEDISON.COM had been registered.

INTERROGATORY NO. 5: Identify the class of consumers to whom MULE markets and/or

sells or intends to market and/or sell MULE's Products and Services.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objection and the General Objections, Registrant answers as follows: Mule primarily sells to energy service companies as well as distributors and electrical wholesalers.

INTERROGATORY NO. 6: Identify the channels of trade through which MULE uses, or intends to use, the LEDISON Designation.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objection and the General Objections, Registrant answers as follows: See Mule's answer to Interrogatory Number 5.

INTERROGATORY NO. 7: Identify all media through which MULE has promoted or marketed its goods and services under the LEDISON Designation, with specificity and frequency, including, but not limited to, specific magazines, newspapers, journals, Internet, radio, and television.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objections and the General Objections, Mule answers as follows: From 1999 through 2002 Mule used the website LIGHTWORLD.COM and from 2000 to the present Mule uses the website MULELIGHTING.COM. Mule has also published two catalogs and had press releases published through a public relations firm. Mule also had a display table at an LED convention in California in 2000 wherein catalogs containing the mark were made available. Mule has also advertised through various Internet companies such as Google and Overture.

INTERROGATORY NO. 8: Identify all media through which MULE intends to advertise,

promote or market its goods and services under the LEDISON Designation including, but not limited to, magazines, newspapers, journals, Internet, radio, and television.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objections and the General Objections, Mule answers as follows: The website MULELIGHTING.COM, catalogs, brochures, press releases and advertising over the Internet

INTERROGATORY NO. 9: Identify each Person which has accepted or sold MULE's Products and Services as a retailer, wholesaler and/or distributor or has contracted to accept or sell MULE's Products and Services as retailer, wholesaler and/or distributor.

ANSWER: OBJECTION. Registrant objects to this interrogatory as it seeks to obtain highly confidential information. Registrant will supplement this answer upon the execution of a protective order regarding such highly confidential information.

INTERROGATORY NO. 10: Identify each Person who has purchased or contracted to purchase MULE's Products and Services.

ANSWER: OBJECTION. Registrant objects to this interrogatory as it seeks to obtain highly confidential information. Registrant will supplement this answer upon the execution of a protective order regarding such highly confidential information.

INTERROGATORY NO. 11: Identify the costs and expenditures on a yearly basis of all advertising, marketing, promotional and related activities in connection with the LEDISON Designation.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objections and the General Objections, Mule answers as follows: In April of 2002, Mule hired a public relations firm to, among other

things, promote the LEDison brand bulbs, the total expenditure of which currently exceeds \$10,000. Two catalogs and a brochure have been printed that include, but are not limited to, the LEDison brand bulbs, the cost of which is approximately \$5,000. Mule has advertised its products, including but not limited to the LEDison brand bulbs, over the Internet through companies such as Google and Overture. The approximate cost of this Internet advertising in 2003 was \$235,000, the approximate cost of Internet advertising in 2002 was \$200,000, the approximate cost of Internet advertising in 2001 was \$100,000 and the approximate cost of Internet advertising in 2000 was \$75,000. The cost associated with developing the LIGHTWORLD.COM website was approximately \$10,000 and the cost associated with developing the MULELIGHTING.COM website was also approximately \$10,000.

INTERROGATORY NO. 12: Identify the projected costs and expenditures on a yearly basis of all advertising, marketing, promotional and related activities in connection with the LEDISON Designation.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is overly burdensome, vague and ambiguous. Subject to and without waiver of the above objections and the General Objections, Mule answers as follows: Mule will continue to use an outside public relations firm, however the projected cost has not been determined. Mule will continue to advertise over the Internet and expects that such expenditures will exceed the expenditure made in 2003. Mule has hired a full time web developer to further develop the website MULELIGHTING.COM at a cost of approximately \$40,000 per year.

INTERROGATORY NO. 13: Identify, in units and dollars, the sales or projected sales of MULE's Products and Services on a yearly basis for each good and service on which MULE has used or intends to use the LEDISON Designation.

ANSWER: OBJECTION. Registrant objects to this interrogatory as it seeks to obtain highly confidential information. Registrant will supplement this answer upon the execution of a protective order regarding such highly confidential information.

INTERROGATORY NO. 14: Identify the revenue earned and/or projected revenue to be earned, on a yearly basis, by MULE in connection with the distribution or sale of MULE's Products and Services.

ANSWER: OBJECTION. Registrant objects to this interrogatory as it seeks to obtain highly confidential information. Registrant will supplement this answer upon the execution of a protective order regarding such highly confidential information.

INTERROGATORY NO. 15: Identify the profits realized and/or projected to be realized by MULE on a yearly basis in connection with the sale of MULE's Products and Services.

ANSWER: OBJECTION. Registrant objects to this interrogatory as it seeks to obtain highly confidential information. Registrant will supplement this answer upon the execution of a protective order regarding such highly confidential information.


INTERROGATORY NO. 16: Identify each person who assisted in the preparation of the responses to these Interrogatories and state the number of each Interrogatory in connection with which such assistance.

ANSWER: OBJECTION. Mule objects to this interrogatory as it seeks to discover information protected by the attorney/client privilege and work-product privilege. Subject to and without waiver of the above objections and the General Objections, Mule responds as follows: Robert P. Cross assisted in the preparation of each answer to these interrogatories.

I hereby declare, under the pains and penalties of perjury, that to the best of my knowledge, information and belief, the foregoing is true and correct.

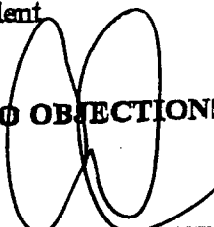
MULE LIGHTING, INC.,

Date: 1/5/2004



Robert P. Cross
President

AS TO OBJECTIONS:



Charles F. O'Brien, Esq.
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55 Griffin Road South
Bloomfield, Connecticut 06002
Telephone: (860) 286-2929
Facsimile: (860) 286-0115

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the above Answers to Petitioner's First Set of Interrogatories was served via Express Mail Post Office to Addressee on this 5th day of January, 2004 upon:

Eric A. Lerner
Ostrager, Chong & Flaherty, LLP
825 Third Avenue
New York, New York 10022-7519

By: 

Charles F. O'Brien, Esq.

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Edison

Thomas Alva Edison was the quintessential American inventor in the era of Yankee ingenuity. He began his career in 1863, in the adolescence of the telegraph industry, when virtually the only source of electricity was primitive batteries putting out a low-voltage current. Before he died, in 1931, he had played a critical role in introducing the modern age of electricity. From his laboratories and workshops emanated the phonograph, the carbon-button transmitter for the telephone speaker and microphone, the incandescent lamp, a revolutionary generator of unprecedented efficiency, the first commercial electric light and power system, an experimental electric railroad, and key elements of motion-picture apparatus, as well as a host of other inventions. Singly or jointly he held a world-record 1,093 patents. In addition, he created the world's first industrial-research laboratory.

By courtesy of the Edison National Historical Site, West Orange, N.J.



Edison demonstrating his tin foil phonograph, photograph by Mathew Brady, 1878.

Born in Milan, Ohio, on Feb. 11, 1847, Edison was the seventh and last child—the fourth surviving—of Samuel Edison, Jr., and Nancy Elliot Edison. At an early age he developed hearing problems, which have been variously attributed but were most likely due to a familial tendency to mastoiditis. Whatever the cause, Edison's deafness strongly influenced his behaviour and career, providing the motivation for many of his inventions.

Early years. In 1854 Samuel Edison became the lighthouse keeper and carpenter on the Fort Gratiot military post near Port Huron, Mich., where the family lived in a substantial home. Alva, as the inventor was known until his second marriage, entered school there and attended sporadically for five years. He was imaginative and inquisitive, but because much instruction was by rote and he had difficulty hearing, he was bored and was labeled a misfit. To compensate, he became an avid and omnivorous reader. Edison's lack of formal schooling was not unusual. At the time of the Civil War the average American had attended school a total of 434 days—little more than two years' schooling by today's standards.

In 1859 Edison quit school and began working as a trainboy on the railroad between Detroit and Port Huron. Four years earlier, the Michigan Central had initiated the commercial application of the telegraph by using it to control the movement of its trains, and the Civil War brought a vast expansion of transportation and communication. Edison took advantage of the opportunity to learn telegraphy and in 1863 became an apprentice telegrapher.

Messages received on the initial Morse telegraph were inscribed as a series of dots and dashes on a strip of paper that was decoded and read, so Edison's partial deafness was no handicap. Receivers were increasingly being equipped with a sounding key, however, enabling telegraphers to "read" messages by the clicks. The transformation of telegraphy to an auditory art left Edison more and more disadvantaged during his six-year career as an itinerant telegrapher in the Midwest, the South, Canada, and New England. Amply supplied with ingenuity and insight, he devoted much of his energy toward improving the inchoate equipment and inventing devices to facilitate some of the tasks that his physical limitations made difficult. By January 1869 he had made enough progress with a duplex telegraph (a device capable of transmitting two messages simultaneously on one wire) and a printer, which converted electrical signals to letters, that he abandoned telegraphy for full-time invention and entrepreneurship.

Edison moved to New York City, where he initially went into partnership with Frank L. Pope, a noted electrical expert, to produce the Edison Universal Stock Printer and other printing telegraphs. Between 1870 and 1875 he worked out of Newark, N.J., and was involved in a variety of partnerships and complex transactions in the fiercely competitive and convoluted telegraph industry, which was dominated by the Western Union Telegraph Company. As an independent entrepreneur he was available to the highest bidder and played both sides against the middle. During this period he worked on improving an automatic telegraph system for Western Union's rivals. The automatic telegraph, which recorded messages by means of a chemical reaction engendered by the electrical transmissions, proved of limited commercial success, but the work advanced Edison's knowledge of chemistry and laid the basis for his development of the electric pen and mimeograph, both important devices in the early office machine industry, and indirectly led to the discovery of the phonograph. Under the aegis of Western Union he devised the quadruplex, capable of transmitting four messages simultaneously over one wire, but railroad baron and Wall Street financier Jay Gould, Western Union's bitter rival, snatched the quadruplex from the telegraph company's grasp in December 1874 by paying Edison more than \$100,000 in cash, bonds, and stock, one of the larger payments for any invention up to that time. Years of litigation followed.

Menlo Park. Although Edison was a sharp bargainer, he was a poor financial manager, often spending and giving away money more rapidly than he earned it. In 1871 he married 16-year-old Mary Stilwell, who was as improvident in household matters as he was in business, and before the end of 1875 they were in financial difficulties. To reduce his costs and the temptation to spend money, Edison brought his now-widowed father from Port Huron to build a 2½-story laboratory and machine shop in the rural environs of Menlo Park, N.J.—12 miles south of Newark—where he moved in March 1876. Accompanying him were two key associates, Charles Batchelor and John Kruesi. Batchelor, born in Manchester in 1845, was a master mechanic and draftsman who complemented Edison perfectly and served as his "ears" on such projects as the phonograph and telephone. He was also responsible for fashioning the drawings that Kruesi, a Swiss-born machinist, translated into models.

Edison experienced his finest hours at Menlo Park. While experimenting on an underwater cable for the automatic telegraph, he found that the electrical resistance and conductivity of carbon (then called plumbago) varied according to the pressure it was under. This was a major theoretical discovery, which enabled Edison to devise a "pressure relay" using carbon rather than the usual mag-

Early inventions

Financial problems

nets to vary and balance electric currents. In February 1877 Edison began experiments designed to produce a pressure relay that would amplify and improve the audibility of the telephone, a device that Edison and others had studied but which Alexander Graham Bell was the first to patent, in 1876. By the end of 1877 Edison had developed the carbon-button transmitter that is still used in telephone speakers and microphones.

The
phono-
graph

Edison invented many items, including the carbon transmitter, in response to specific demands for new products or improvements. But he also had the gift of serendipity; when some unexpected phenomenon was observed, he did not hesitate to halt work in progress and turn off course in a new direction. This was how, in 1877, he achieved his most original discovery, the phonograph. Because the telephone was considered a variation of acoustic telegraphy, Edison during the summer of 1877 was attempting to devise for it, as he had for the automatic telegraph, a machine that would transcribe signals as they were received, in this instance in the form of the human voice, so that they could then be delivered as telegraph messages. (The telephone was not yet conceived as a general, person-to-person means of communication.) Some earlier researchers, notably the French inventor Léon Scott, had theorized that each sound, if it could be graphically recorded, would produce a distinct shape resembling shorthand, or phonography ("sound writing"), as it was then known. Edison hoped to reify this concept by employing a stylus-tipped carbon transmitter to make impressions on a strip of paraffined paper. To his astonishment, the scarcely visible indentations generated a vague reproduction of sound when the paper was pulled back beneath the stylus.

Edison unveiled the tinfoil phonograph, which replaced the strip of paper with a cylinder wrapped in tinfoil, in December 1877. It was greeted with incredulity. Indeed, a leading French scientist declared it to be the trick device of a clever ventriloquist. The public's amazement was quickly followed by universal acclaim. Edison was projected into worldwide prominence and was dubbed the Wizard of Menlo Park, although a decade passed before the phonograph was transformed from a laboratory curiosity into a commercial product.

Another offshoot of the carbon experiments reached fruition sooner. Samuel Langley, Henry Draper, and other American scientists needed a highly sensitive instrument that could be used to measure minute temperature changes in heat emitted from the Sun's corona during a solar eclipse along the Rocky Mountains on July 29, 1878. To satisfy those needs Edison devised a "microtasmeter" employing a carbon button. This was a time when great advances were being made in electric arc lighting, and during the expedition, which Edison accompanied, the men discussed the practicality of "subdividing" the intense arc lights so that electricity could be used for lighting in the same fashion as with small, individual gas "burners." The basic problem seemed to be to keep the burner, or bulb, from being consumed by preventing it from overheating. Edison thought he would be able to solve this by fashioning a microtasmeter-like device to control the current. He boldly announced that he would invent a safe, mild, and inexpensive electric light that would replace the gaslight.

The elec-
tric light

The incandescent electric light had been the despair of inventors for 50 years, but Edison's past achievements commanded respect for his boastful prophecy. Thus, a syndicate of leading financiers, including J.P. Morgan and the Vanderbilts, established the Edison Electric Light Company and advanced him \$30,000 for research and development. Edison proposed to connect his lights in a parallel circuit by subdividing the current, so that, unlike arc lights, which were connected in a series circuit, the failure of one light bulb would not cause a whole circuit to fail. Some eminent scientists predicted that such a circuit could never be feasible, but their findings were based on systems of lamps with low resistance—the only successful type of electric light at the time. Edison, however, determined that a bulb with high resistance would serve his purpose, and he began searching for a suitable one.

He had the assistance of 26-year-old Francis Upton, a graduate of Princeton University with an M.A. in science.

Upton, who joined the laboratory force in December 1878, provided the mathematical and theoretical expertise that Edison himself lacked. (Edison later revealed, "At the time I experimented on the incandescent lamp I did not understand Ohm's law." On another occasion he said, "I do not depend on figures at all. I try an experiment and reason out the result, somehow, by methods which I could not explain.")

By the summer of 1879 Edison and Upton had made enough progress on a generator—which, by reverse action, could be employed as a motor—that Edison, beset by failed incandescent lamp experiments, considered offering a system of electric distribution for power, not light. By October Edison and his staff had achieved encouraging results with a complex, regulator-controlled vacuum bulb with a platinum filament, but the cost of the platinum would have made the incandescent light impractical. While experimenting with an insulator for the platinum wire, they discovered that, in the greatly improved vacuum they were now obtaining through advances made in the vacuum pump, carbon could be maintained for some time without elaborate regulatory apparatus. Advancing on the work of Joseph Wilson Swan, an English physicist, Edison found that a carbon filament provided a good light with the concomitant high resistance required for subdivision. Steady progress ensued from the first breakthrough in mid-October until the initial demonstration for the backers of the Edison Electric Light Company on December 3.

It was, nevertheless, not until the summer of 1880 that Edison determined that carbonized bamboo fibre made a satisfactory material for the filament, although the world's first operative lighting system had been installed on the steamship *Columbia* in April. The first commercial land-based "isolated" (single-building) incandescent system was placed in the New York printing firm of Hinds and Ketcham in January 1881. In the fall a temporary, demonstration central power system was installed at the Holborn Viaduct in London, in conjunction with an exhibition at the Crystal Palace. Edison himself supervised the laying of the mains and installation of the world's first permanent, commercial central power system in lower Manhattan, which became operative in September 1882. Although the early systems were plagued by problems and many years passed before incandescent lighting powered by electricity from central stations made significant inroads into gas lighting, isolated lighting plants for such enterprises as hotels, theatres, and stores flourished—as did Edison's reputation as the world's greatest inventor.

The
world's
first elec-
tric lighting
system

One of the accidental discoveries made in the Menlo Park laboratory during the development of the incandescent light anticipated the British physicist J.J. Thomson's discovery of the electron 15 years later. In 1881-82 William J. Hammer, a young engineer in charge of testing the light globes, noted a blue glow around the positive pole in a vacuum bulb and a blackening of the wire and the bulb at the negative pole. This phenomenon was first called "Hammer's phantom shadow," but when Edison patented the bulb in 1883 it became known as the "Edison effect." Scientists later determined that this effect was explained by the thermionic emission of electrons from the hot to the cold electrode, and it became the basis of the electron tube and laid the foundation for the electronics industry.

Edison had moved his operations from Menlo Park to New York City when work commenced on the Manhattan power system. Increasingly, the Menlo Park property was used only as a summer home. In August 1884 Edison's wife, Mary, suffering from deteriorating health and subject to periods of mental derangement, died there of "congestion of the brain," apparently a tumour or hemorrhage. Her death and the move from Menlo Park roughly mark the halfway point of Edison's life.

The Edison Laboratory. A widower with three young children, Edison, on Feb. 24, 1886, married 20-year-old Mina Miller, the daughter of a prosperous Ohio manufacturer. He purchased a hilltop estate in West Orange, N.J., for his new bride and constructed nearby a grand, new laboratory, which he intended to be the world's first true research facility. There, he produced the commercial phonograph, founded the motion-picture industry, and

developed the alkaline storage battery. Nevertheless, Edison was past the peak of his productive period. A poor manager and organizer, he worked best in intimate, relatively unstructured surroundings with a handful of close associates and assistants; the West Orange laboratory was too sprawling and diversified for his talents. Furthermore, as a significant portion of the inventor's time was taken up by his new role of industrialist, which came with the commercialization of incandescent lighting and the phonograph, electrical developments were passing into the domain of university-trained mathematicians and scientists. Above all, for more than a decade Edison's energy was focused on a magnetic ore-mining venture that proved the unquestioned disaster of his career.

The first major endeavour at the new laboratory was the commercialization of the phonograph, a venture launched in 1887 after Alexander Graham Bell, his cousin Chichester, and Charles Tainter had developed the graphophone—an improved version of Edison's original device—which used waxed cardboard instead of tinfoil. Two years later, Edison announced that he had "perfected" the phonograph, although this was far from true. In fact, it was not until the late 1890s, after Edison had established production and recording facilities adjacent to the laboratory, that all the mechanical problems were overcome and the phonograph became a profitable proposition.

In the meantime, Edison conceived the idea of popularizing the phonograph by linking to it in synchronization a zoetrope, a device that gave the illusion of motion to photographs shot in sequence. He assigned the project to William K.L. Dickson, an employee interested in photography, in 1888. After studying the work of various European photographers who also were trying to record motion, Edison and Dickson succeeded in constructing a working camera and a viewing instrument, which were called, respectively, the Kinetograph and the Kinetoscope. Synchronizing sound and motion proved of such insuperable difficulty, however, that the concept of linking the two was abandoned, and the silent movie was born. Edison constructed at the laboratory the world's first motion-picture stage, nicknamed the "Black Maria," in 1893, and the following year Kinetoscopes, which had peepholes that allowed one person at a time to view the moving pictures, were introduced with great success. Rival inventors soon developed screen-projection systems that hurt the Kinetoscope's business, however, so Edison acquired a projector developed by Thomas Armat and introduced it as "Edison's latest marvel, the Vitascope."

Another derivative of the phonograph was the alkaline storage battery, which Edison began developing as a power source for the phonograph at a time when most homes still lacked electricity. Although it was 20 years before all the difficulties with the battery were solved, by 1909 Edison was a principal supplier of batteries for submarines and electric vehicles and had even formed a company for the manufacture of electric automobiles. In 1912 Henry Ford, one of Edison's greatest admirers, asked him to design a battery for the self-starter, to be introduced on the Model T. Ford's request led to a continuing relationship between these two Americans, and in October 1929 he staged a 50th-anniversary celebration of the incandescent light that turned into a universal apotheosis for Edison.

Most of Edison's successes involved electricity or communication, but throughout the late 1880s and early 1890s the Edison Laboratory's top priority was the magnetic ore-separator. Edison had first worked on the separator when he was searching for platinum for use in the experimental incandescent lamp. The device was supposed to cull platinum from iron-bearing sand. During the 1880s iron ore prices rose to unprecedented heights, so that it appeared that, if the separator could extract the iron from unusable low-grade ores, then abandoned mines might profitably be placed back in production. Edison purchased or acquired rights to 145 old mines in the east and established a large pilot plant at the Ogden mine, near Ogdensburg, N.J. He was never able to surmount the engineering problems or work the bugs out of the system, however, and when ore prices plummeted in the mid-1890s he gave up on the idea. By then he had liquidated all but a small part of his

holdings in the General Electric Company, sometimes at very low prices, and had become more and more separated from the electric lighting field.

Failure could not discourage Edison's passion for invention, however. Although none of his later projects were as successful as his earlier ones, he continued to work even in his 80s. He died in West Orange on Oct. 18, 1931.

Assessment. The thrust of Edison's work may be seen in the clustering of his patents: 389 for electric light and power, 195 for the phonograph, 150 for the telegraph, 141 for storage batteries, and 34 for the telephone. His life and achievements epitomize the ideal of applied research. He always invented for necessity, with the object of devising something new that he could manufacture. The basic principles he discovered were derived from practical experiments, invariably by chance, thus reversing the orthodox concept of pure research leading to applied research.

Edison's role as a machine shop operator and small manufacturer was crucial to his success as an inventor. Unlike other scientists and inventors of the time, who had limited means and lacked a support organization, Edison ran an inventive establishment. He was the antithesis of the lone inventive genius, although his deafness enforced on him an isolation conducive to conception. His lack of managerial ability was, in an odd way, also a stimulant. As his own boss, he plunged ahead on projects more prudent men would have shunned, then tended to dissipate the fruits of his inventiveness, so that he was both free and forced to develop new ideas. Few men have matched him in the positiveness of his thinking. Edison never questioned whether something might be done, only how.

Edison's career, the fulfillment of the American dream of rags-to-riches through hard work and intelligence, made him a folk hero to his countrymen. In temperament he was an uninhibited egotist, at once a tyrant to his employees and their most entertaining companion, so that there was never a dull moment with him. He was charismatic and courted publicity, but he had difficulty socializing and neglected his family. His shafts at the expense of the "long-haired" fraternity of theorists sometimes led formally trained scientists to deprecate him as anti-intellectual; yet he employed as his aides, at various times, a number of eminent mathematical physicists, such as Nikola Tesla and A.E. Kennelly. The contradictory nature of his forceful personality, as well as such eccentricities as his ability to catnap anywhere, contributed to his legendary status. By the time he was in his middle 30s Edison was said to be the best-known American in the world. When he died he was venerated and mourned as the man who, more than any other, had laid the basis for the technological and social revolution of the modern electric world.

BIBLIOGRAPHY. ALFRED O. TATE, *Edison's Open Door: The Life Story of Thomas A. Edison, a Great Individualist* (1938), which tells the story of the early years of the West Orange laboratory, was written by Edison's secretary of the period. FRANCIS JEHL, *Menlo Park Reminiscences*, 3rd ed. (1937-41), is a firsthand account of the 1878-80 period at Menlo Park, by an assistant who came to dislike Edison but was later the first curator at Henry Ford's Edison Institute. THOMAS A. EDISON, *The Diary and Sundry Observations of Thomas A. Edison*, ed. by DAGOBERT D. RUNES (1948, reprinted 1976), provides insight into Edison's feelings and thoughts, especially in the period following the death of his first wife. MATTHEW JOSEPHSON, *Edison: A Biography* (1959), is based on the correspondence and laboratory notebooks in the Edison Laboratory archives, though at the time of its publication the access to the records was severely restricted, which makes the book outdated. ROBERT CONOT, *A Streak of Luck* (1979, reprinted 1986 as *Thomas A. Edison*), is the first comprehensive biography based entirely on the original sources from the West Orange and other depository archives. WYN WACHHORST, *Thomas Alva Edison: An American Myth* (1981), is a revisionist study of Edison's place in the cultural history of the United States, with an extensive bibliography. See also ROBERT FRIEDEL and PAUL ISRAEL, *Edison's Electric Light: A Biography of an Invention* (1986), a well-researched, illustrated account. Archival papers of Edison and his associates are published in *Thomas A. Edison Papers: A Selective Microfilm Edition* (1985-); part 1, for the period 1850-78, and part 2, for 1879-86, have been filmed from the West Orange archives. Subsequent parts will include documents from other repositories.

(M.Jo./R.E.Co.)

Motion
pictures

The mag-
netic ore-
separator

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Court
Southern District of
ENTERED

APR 5 2000

Michael N. M.
Clerk of Court

McGRAW-EDISON COMPANY and
COOPER INDUSTRIES, INC..

Plaintiffs.

v.

THOMAS A. EDISON, INCORPORATED,
LEK TECHNOLOGIES, INC., LLOYD E.
KRUCKEBERG, and HASTINGS
ENTERTAINMENT, INC..

Defendants.

Civil Action No. H-99-1989

FINAL JUDGMENT AND
PERMANENT INJUNCTION

This action was instituted by Cooper Industries, Inc. and McGraw-Edison Company ("Plaintiffs") against Thomas A. Edison, Incorporated (now known as Coedison.com, Inc.), LEK Technologies, Inc., Lloyd E. Kruckeberg, and Hastings Entertainment, Inc. ("Defendants") for false designation of origin, trademark infringement, unfair competition, dilution under federal and Texas law, misappropriation of rights of publicity under New Jersey law, and violation of the Anticybersquatting Consumer Protection Act.

The parties have agreed to settle this action under the terms of a Settlement Agreement dated March 31, 2000 (the "Settlement Agreement") and by the entry of this final judgment and permanent injunction.

Accordingly, IT IS ORDERED THAT:

1. This Court has jurisdiction over the parties and the subject matter of this

action.

3:00 PM MAR 31 1999

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2. As shown by the assignment attached as Exhibit B to Plaintiffs' Complaint, Thomas A. Edison assigned the commercial rights to his name, signature, and likeness to his company, Thomas A. Edison, Incorporated. Plaintiff McGraw-Edison Company is the successor to the rights of the original Thomas A. Edison, Incorporated in Edison's name, signature, and likeness.

3. The name of Thomas A. Edison is famous throughout the United States and elsewhere.

4. Plaintiffs' EDISON marks are valid trademarks for a variety of electrical products.

5. The Settlement Agreement and this Judgment and Injunction shall not be construed to imply an admission of liability by any party, such liability being expressly denied.

6. The above-named defendants and their officers, agents, servants, and employees, and all persons in active concern or participation with them, are permanently enjoined from:

(a) Using the word "Edison," or any confusingly similar word, either alone or in combination with other words or symbols, as a part of any trademark, service mark, trade name, corporate name, assumed name, domain name, meta-tag or its equivalent, or in any other manner in connection with any computer hardware or software, Internet services, electrical products or services, consumer products or services, or business products or services (collectively, the "Prohibited Marks"). The Prohibited Marks shall include, without limitation, any variations of "Thomas A. Edison, Inc.," "thomasaedison.com," "thomasaedison.org," "thomasaedison.net," "taedison.com," "TAE," "goedison.com."

"gotaedison.com." "GEM." "Triumph." "goedisonmall.com." "edisonelectronics.com."
"buyedison.com." "gothomasaedison.com." or "goedisonshop.com."

(b) Making any commercial use of Thomas Edison's name, signature or likeness.

(c) Using or registering any domain name or web site containing any of the Prohibited Marks. The only exception to this subparagraph (c) is that on and before July 15, 2000, defendant Goedison.com, Inc. may continue to use "goedison.com" and "goedisonmall.com" only as domain names to link to its web site and for no other purpose. This exception shall not be construed to allow defendants to use these names for any other purpose or in any other manner, including but not limited to using these names to market its business or products over the Internet or otherwise.

7. Upon entry of this judgment, Defendants shall cease distribution of any written or electronic materials (including over the Internet or on any web site) representing that they sell or formerly sold "Edison" brand products or services, or that they sell or formerly sold products or services under any of the Prohibited Marks.

8. Upon entry of this judgment, Defendants shall take immediate steps to have any of the Prohibited Marks used by them in the past deleted from future editions of any third-party publications, such as trade directories and telephone directories, where they appear.

9. Within five days of the entry of this judgment, Defendants shall complete all steps necessary to cause the domain names "thomasaedison.org." "thomasaedison.net." "edisonelectronics.com." "buyedison.com." "gothomasaedison.com." and "goedisonshop.com" (and any other domain name, unless specifically excepted below, owned or controlled by them containing or referring to any of the Prohibited Marks) to be transferred to McGraw-Edison Company. Within

thirty days of the entry of this judgment. Defendants shall complete all steps necessary to cause the domain names "gotaedison.com," "taedison.com," and "thomasaedison.com," to be transferred to McGraw-Edison Company. By July 15, 2000, Defendants shall complete all steps necessary to cause the domain names "goedison.com" and "goedisonmall.com" to be transferred to McGraw-Edison Company. Prior to such assignments, such domain names will not be used, except as expressly provided by this Judgment and Injunction and the Settlement Agreement.

10. Within twenty days of the entry of this judgment, Defendants shall destroy all literature, signs, labels, tags, prints, packages, wrappers, containers, advertising materials, T-shirts and promotional materials, stationery and similar materials in their possession or control that bear any of the Prohibited Marks, as well as all plates, molds, matrices, masters and other means of producing or applying them.

11. By July 15, 2000, Defendants shall complete all necessary steps to cause the corporate name of Goedison.com, Inc., to be changed to a name that does not contain the term "edison," or any other Prohibited Mark.

12. Defendants shall have until July 30, 2000, to sell or otherwise dispose of the Inventory identified in the Settlement Agreement, provided that none of the packaging, products, labels, and marketing or advertising materials shall include any reference to a Prohibited Mark.

13. Within five days of the entry of this judgment, Goedison.com, Inc., shall file in the U.S. Patent and Trademark Office the necessary papers to expressly abandon U.S. Trademark Application Serial Nos. 75/601,569; 75/601,570; 75/601,571; 75/601,572; 75/601,573; 75/659,806; 75/659,807; 75/765,321; 75/765,323; 75/601,324; and 75/694,428, and all other applications or registrations filed in any office (state, federal or foreign) for any trademark or service mark

containing one of the Prohibited Marks. For all applications or registrations that do not contain any of the Prohibited Marks, including but not limited to "Idea Book," Goedison.com, Inc. shall file the necessary papers to change the applicant's name to its new name created pursuant to paragraph 10 of this Order.

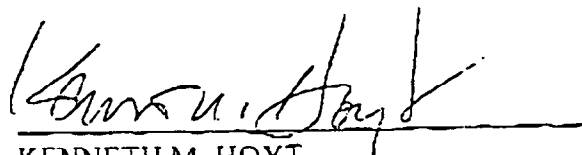
14. Within forty-five days after the entry of this judgment, Defendants shall file with the Court and serve on Plaintiffs' attorney a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with this judgment. On August 1, 2000, Defendants shall file and serve a second written report under oath setting forth in detail the manner and form in which Defendants have complied with this judgment.

15. Defendants will not in any way attempt to associate themselves with the plaintiffs or the famous inventor, Thomas A. Edison, or any company with which he was associated. Should the need arise, defendants will take reasonable steps necessary to prevent the possibility of confusion in the marketplace arising in the future, including but not limited to any steps specified in the Settlement Agreement, which is incorporated herein by reference.

16. Each of the parties shall bear its own costs and attorneys' fees.

17. The Court shall retain jurisdiction of this matter to enforce the terms of the parties' Settlement Agreement.

Signed at Houston, Texas, on ^{April} ~~March~~ 4, 2000.


KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

C

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Approved as to form and substance:

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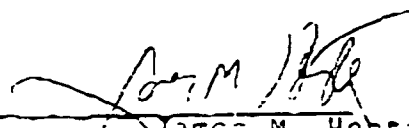
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C. Vela

DOCKETED

U. S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

McGraw-Edison Company and
Cooper Industries, Inc.

v.

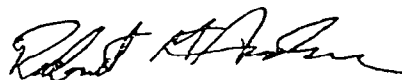
Jesse Broker dba Hatzlachh Supply, Inc.

Cancellation No. 29,666

Glenn F. Ostrager of Ostrager Chong Flaherty & Onofrio, PC for McGraw-Edison Company and Cooper Industries, Inc.

Jesse Broker dba Hatzlachh Supply, Inc. , pro se.

The petition of McGraw-Edison Company and Cooper Industries, Inc.
having been granted on May 22, 2000, Registration No. 2,247,296 is hereby
cancelled.



Robert M. Anderson
Deputy Commissioner for
Trademark Operations

JUN 02 2000

ME03358



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Cancellation

Number: 92029666

Filing Date: 11/04/1999

Status: Terminated

Status Date: 06/02/2000

Interlocutory Attorney: KARYN RYAN

Defendant

Name: BROKER, JESSE DBA HATZLACHH SUPPLY, INC.

Correspondence: BROKER, JESSE DBA HATZLACHH SUPPLY, INC.
935 BROADWAY
NEW YORK, NY 10010

Serial #: 75374985

Registration #: 2247296

Application Status: Cancelled - Section 18

Mark: EDISON ELECTRONIC

Plaintiff

Name: MCGRAW-EDISON COMPANY AND COOPER INDUSTRIES, INC.

Correspondence: GLENN F. OSTRAGER
OSTRAGER CHONG FLAHERTY & ONOFRIO, P.C.
300 PARK AVENUE
NEW YORK, NY 10022-7402

Serial #: 73438434

Registration #: 1288874

Application Status: Section 8 and 15 - Accepted and Acknowledged

Mark: EDISON

Prosecution History

#	Date	History Text	Due Date
7	06/02/2000	TERMINATED	
6	06/02/2000	COMMR'S ORDER CANCELLING REGISTRATION	
5	05/22/2000	BOARD'S DECISION: GRANTED	
4	02/07/2000	NOTICE OF DEFAULT	
3	11/18/1999	PENDING, INSTITUTED	
2	11/18/1999	NOTICE SENT; TRIAL DATES RESET; ANSWER DUE	12/28/1999
1	11/04/1999	FILED AND FEE	

Results as of 10/29/2004 10:19 AM

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FEB 26

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3513

Ricks

Mailed: February 21, 2004

Opposition No. 91151299

MCGRAW-EDISON COMPANY

v.

BABY EINSTEIN COMPANY, LLC

On November 12, 2003, applicant filed abandonment's of its application Serial Nos. 75/865,898, 75/866,485, 75/865,899, 75/866,358 and 75/865,928 under Trademark Rule 2.68.¹

However, the applicable rule is Trademark Rule 2.135, which provides that if, in an inter partes proceeding, the applicant files an abandonment without the written consent of every adverse party to the proceeding, judgment shall be entered against the applicant.

Accordingly, because opposer's written consent to the abandonment's is not of record, judgment is hereby entered against applicant, the opposition is sustained and registration to applicant is refused.

***By the Trademark Trial
and Appeal Board***

¹ Applicant's abandonment's does not indicate proof of service of a copy of same on counsel for opposer as required by Trademark Rule 2.119. In order to expedite this matter, a copy of said abandonment's are hereby forwarded herewith to counsel for opposer.



United States Patent and Trademark Office

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TTABVUE. Trademark Trial and Appeal Board Inquiry System

Opposition

Number: 91151299

Filing Date: 03/04/2002

Status: Terminated

Status Date: 02/21/2004

Interlocutory Attorney: KARYN RYAN

Defendant

Name: BABY EINSTEIN COMPANY, LLC

Correspondence: JOSEPH QUIGLEY
THE WALT DISNEY COMPANY
500 SOUTH BUENA VISTA STREET
BURBANK, CA 91521-0633

Serial #: 75865898

Application Status: Abandoned - After Inter-Partes Decision

Mark: BABY EDISON

Serial #: 75866485

Application Status: Abandoned - After Inter-Partes Decision

Mark: LITTLE EDISON

Serial #: 75865899

Application Status: Abandoned - After Inter-Partes Decision

Mark: LITTLE EDISON

Serial #: 75866358

Application Status: Abandoned - After Inter-Partes Decision

Mark: BABY EDISON

Serial #: 75865928

Application Status: Abandoned - After Inter-Partes Decision

Mark: BABY EDISON

Plaintiff

Name: MCGRAW-EDISON COMPANY

Correspondence: JOSHUA S. BROITMAN
OSTRAGER, CHONG & FLAHERTY
825 THIRD AVENUE, 30th FLOOR
NEW YORK, NY 10022-7519

Serial #: 75841438

Application Status: Report Completed Suspension Check - Case Still Suspended

Mark: THOMAS A EDISON

Prosecution History

#	Date	History Text
17	02/21/2004	TERMINATED
16	02/21/2004	<u>BOARD'S DECISION: SUSTAINED</u>
15	11/12/2003	<u>WITHDRAWAL OF APPLICATION</u>
14	11/12/2003	<u>WITHDRAWAL OF APPLICATION</u>
13	11/12/2003	<u>WITHDRAWAL OF APPLICATION</u>
12	11/12/2003	<u>WITHDRAWAL OF APPLICATION</u>
11	11/12/2003	<u>DEF'S EXPRESS ABANDONMENT</u>

Due Date

- 10 11/12/2003 DEF'S COMMUNICATION
- 9 08/11/2003 Procs resumed; trial dates reset
- 8 01/13/2003 DF'S POWER OF ATTORNEY
- 7 12/16/2002 SUSPENDED
- 6 11/05/2002 P'S MOT TO SUSP PEND SETLMT NEGOTIATIONS
- 5 06/21/2002 THE CLOSE OF DISCOVERY/TRIAL DATES REMAI N AS SET IN APRIL 11, 2002 ORDER.
- 4 05/22/2002 ANSWER
- 3 04/11/2002 PENDING, INSTITUTED
- 2 04/11/2002 NOTICE AND TRIAL DATES SENT; ANSWER DUE: 05/21/2002
- 1 03/04/2002 FILED AND FEE

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3513

Mailed: October 24, 2003

Opposition No. 91155190

McGraw-Edison Company

v.

B&P Lamp Supply, Inc.

Helen Johnson, Legal Assistant

On July 21, 2003, the Board sent a notice of default to applicant because no answer had been filed.

The record shows no response thereto.

Accordingly, judgment by default is hereby entered against applicant, the **opposition is sustained**, and registration to applicant is refused. See Fed. R. Civ. P. 55, and Trademark Rule 2.106(a).

*By the Trademark Trial
and Appeal Board*



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TTABVUE. Trademark Trial and Appeal Board Inquiry System

Opposition

Number: 91155190

Filing Date: 01/28/2003

Status: Terminated

Status Date: 10/24/2003

Interlocutory Attorney: CHERYL A BUTLER

Defendant

Name: B&P Lamp Supply, Inc.

Correspondence: B&P Lamp Supply, Inc.
843 OLD MORRISON HWY
MC MINNVILLE, TN 37110-4917

Serial #: 78128642

Application Status: Abandoned - After Inter-Partes Decision

Mark: AMERICAN EDISON

Plaintiff

Name: McGraw-Edison Company

Correspondence: Eric A. Lerner
Ostrager Chong & Flaherty LLP
825 Third Avenue
New York, NY 10022-7519

Prosecution History

#	Date	History Text	Due Date
7	10/24/2003	TERMINATED	
6	10/24/2003	<u>BOARD'S DECISION: SUSTAINED</u>	
5	07/21/2003	<u>NOTICE OF DEFAULT</u>	
4	04/29/2003	<u>MOT FOR DEFAULT JUDGMENT</u>	
3	02/25/2003	PENDING, INSTITUTED	
2	02/25/2003	<u>NOTICE AND TRIAL DATES SENT; ANSWER DUE:</u>	04/06/2003
1	01/28/2003	<u>FILED AND FEE</u>	

Results as of 10/29/2004 10:34 AM

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GRAVES**
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Loren D. Combs
James W. Feltus

*Paul R. Willett
**Gregory A. Jacoby
Gregory F. Amann
‡Adam E. Torem
Joseph P. Zehnder
Dave J. Luxenberg

*Also admitted in Florida and Idaho
**Also admitted in Massachusetts
‡Also admitted in California
and Oregon

Of Counsel
Ray Graves
Lawrence B. McNerthey
William P. Bergsten

Leo A. McGavick
(1904-1994)

December 2, 1999

Via Facsimile and U.S. Mail

Glenn F. Ostrager, Esq.
Ostrager Chong Flaherty & Onofrio
300 Park Avenue
New York, NY 10022-7402

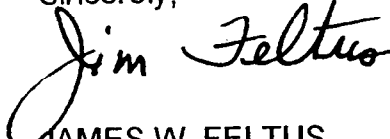
RE: Cooper Industries, Inc. v. The Thomas Edison Patent Company

Dear Mr. Ostrager:

This letter will confirm our conversation this morning. While my client does not agree with Cooper Industries' assessment of this matter and believes that it has not violated any state or federal laws, as we discussed, my client has decided to discontinue its authorization of the marketing U.S. patent copies under the name The Thomas Edison Patent Company. In addition, it is my understanding that steps have already been taken to bring down the website of The Thomas Edison Patent Company. The transition to the new name is expected to be completed by the end of the first quarter 2000.

Thank you for your courtesies in this matter and if you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,


JAMES W. FELTUS

JWF/aka

cc: Client

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6
ME03249

JUL 16 02 04:58p

Ben Makabi

+1 1323 232-0731

07/11/02 18:24 FAX 212 828 5909

DCAF

003

AGREEMENT

B. Makabi

This Agreement is entered into as of 18 day of July, 2002 (the "Effective Date"), by and between McGraw-Edison Company, a Delaware corporation having a place of business at 600 Travis, Suite 5800, Houston, Texas 77002 ("McGraw-Edison"), on the one hand, and Best Buy Imports ("Best Buy"), a California corporation, having an office at 3840 South Broadway Place, Los Angeles, California 90037 and Ben Makabi, an individual ~~residing at~~ within office at Best Buy ("Makabi"), on the other hand, each are referred to interchangeably herein as a "Party," and collectively as the "Parties" to this Agreement.

WHEREAS, McGraw-Edison owns various intellectual property rights derived from Thomas A. Edison, including rights of publicity for commercial purposes and the trademarks THOMAS A. EDISON and EDISON, including without limitation, U.S. Trademark Registration Nos. 372,127; 409,187; 1,288,874; 1,636,822; 1,644,681; 1,746,302; 2,443,841; 2,452,699; 2,495,399 and 2,596,399 (collectively, the "EDISON Trademarks and Publicity Rights");

WHEREAS, Best Buy and Makabi have been importing to and selling in the United States appliances and related products under the trademark "Edison" and McGraw-Edison has objected to such use on grounds that it constitutes an infringement of the EDISON Trademarks and Publicity Rights; and

WHEREAS, the Parties wish to resolve the dispute between them amicably, without the payment of money to either side.

CONFIDENTIAL
FOR ATTORNEYS EYES ONLY

ME04487

NOW, THEREFORE, the Parties agree as follows:

1. Best Buy and Makabi hereby acknowledge McGraw-Edison's ownership of the EDISON Trademarks and Publicity Rights.

2. Best Buy and Makabi represent and warrant to McGraw-Edison that they have no more than 10,000 units of goods bearing the name or mark "Edison" currently in inventory and in transit to the United States (the "Inventory"), and that no further goods bearing the name or mark "Edison" have been ordered or are in transit to the United States. In reliance on such representation and warranty, McGraw-Edison has agreed to settle this dispute on the terms and conditions set forth herein.

3. Makabi and Best Buy, together with its officers, agents, servants, employees and all persons or entities in active concert or participation with them, or any of them, agree that they shall immediately cease all further use of the name or mark "Edison" or any name or mark containing "Edison" or any phonetic or grammatical variation thereof in connection with the advertising, promotion, offering for sale or sale of any goods, except as specified in paragraph 4 of this Agreement. In particular, and without limitation, Makabi and Best Buy shall remove from their website no later than July 25, 2002 all references to the name or mark "Edison". In addition, Best Buy and Makabi agree that they shall not seek to register any trade name, trademark or domain name containing the name or mark "Edison", or any phonetic or grammatical variation thereof, with any federal, state or Internet domain-name registration authority.

4. Notwithstanding the provisions of paragraph 3 herein, the Parties agree that Best Buy and Makabi shall have six (6) months from the Effective Date of this Agreement within

CONFIDENTIAL
FOR ATTORNEYS EYES ONLY

JUL 16 02 04:30P

Ben Makabi

+1 (323) 250-3100

07/11/02 18:25 FAX 212 828 5809

OC&F

@003

which to sell-off their inventory of "Edison" branded products, provided that the term "Edison" is removed and/or permanently obliterated from all product packaging, for example, by affixation of a permanent label over each occurrence of the "Edison" name or mark. Makabi and Best Buy shall provide McGraw-Edison with a representative sample of goods evidencing such removal by ~~July 19, 2002~~ ^{AUG 1 2002} *Ben Makabi*

5. Best Buy and Makabi acknowledge that nothing contained in this Agreement shall be construed as granting Best Buy or Makabi a license or any other right, either express or implied, under the Edison Trademarks and Publicity Rights.

6. In the event that Best Buy or Makabi breach any provision of this Agreement, or in the event that any representation or warranty made by Best Buy and Makabi herein is shown to be false or inaccurate:

(a) Such breach shall be deemed to constitute immediate and irreparable harm to McGraw-Edison, and McGraw-Edison shall have the right to seek injunctive relief from a court of competent jurisdiction to enjoin any breach of this Agreement, in addition to any other remedies at law or in equity that McGraw-Edison may have. Best Buy and Makabi expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for injunctive relief for the posting of a bond by McGraw-Edison;

(b) In addition to any and all rights and remedies McGraw-Edison may have hereunder, McGraw-Edison shall have the right to commence an action against Best Buy and/or Makabi for trademark infringement, trademark dilution, and/or infringement of publicity rights under both state and federal laws;

(c) Best Buy and Makabi shall be jointly and severally liable to McGraw-Edison for the amount of its reasonable attorneys' fees and costs, in the event that McGraw-

CONFIDENTIAL
FOR ATTORNEYS EYES ONLY

Edison commences any proceedings or efforts to enforce this Agreement or the Edison Trademarks and Publicity Rights;" and

(d) Best Buy and Makabi shall be jointly and severally liable for damages in the amount of 25% of the retail price of each good sold in violation of this Agreement in addition to any further damages awarded by a court of competent jurisdiction.

7. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.

8. This Agreement may not be modified except in a written instrument signed by all Parties hereto.

9. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10. The Parties agree that this Agreement can be executed in any number of identical counterparts, each of which will be deemed to be an original and will be as effective and binding as if executed as a whole, and by facsimile. Such facsimile signatures shall be viewed as having the same binding force and effect as original signatures.

11. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective agents, heirs, successors, assigns, corporate affiliates, licensees and assigns.

12. This Agreement is the exclusive statement of the Parties' agreement and supersedes all prior agreements, negotiations, representations and proposals as of its date and relating to its subject matter.

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FOR ATTORNEYS EYES ONLY

Jul 16 02 04:58p

Ben Makabi

07/11/02 18:27 FAX 212 828 5809

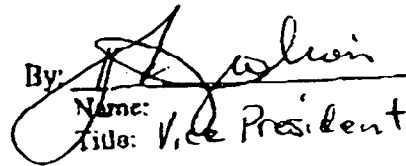
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13. This Agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof. All disputes arising from or relating to this Agreement or the subject matter of this Agreement shall be brought in a state or federal court situated in Houston, Texas, and the Parties hereby expressly consent to the exclusive jurisdiction of such courts for all purposes related to resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date above written.

McGRAW-EDISON COMPANY

By: 
Name: A. Salwin
Title: Vice President

BEST BUY IMPORTS

By: PRESIDENT
Name: Ben Makabi
Title: Ben Makabi


BEN MAKABI

CONFIDENTIAL
FOR ATTORNEYS EYES ONLY

Agreement

This Agreement is entered into as of 22nd day of August, 2002 (the "Effective Date"), by and between McGraw-Edison Company, a Delaware corporation having a place of business at 600 Travis, Suite 5800, Houston, Texas 77002 ("McGraw-Edison"), and Edison Lighting Fixture Manufacturing Corporation ("Edison Lighting"), a Florida corporation, having an office at 569 West 17th Street, Hialeah, Florida 33010, each are referred to interchangeably herein as a "Party," and collectively as the "Parties" to this Agreement.

WHEREAS, McGraw-Edison owns various intellectual property rights derived from Thomas A. Edison, including rights of publicity for commercial purposes and the trademarks THOMAS A. EDISON and EDISON, including without limitation, U.S. Trademark Registration Nos. 372,127; 409,187; 1,288,874; 1,636,822; 1,644,681; 2,443,841; 2,452,699 and 2,495,399 (the "EDISON Trademarks");

WHEREAS, Edison Lighting has been manufacturing and selling lighting fixtures and related products under the trademarks "Edison Lighting" and "Light Logo" (shown in Exhibit A hereto) and maintains a website and domain name www.edisonltg.com;

WHEREAS, McGraw-Edison has objected to Edison Lighting's use of "Edison Light" and "Light Logo" Trademarks and domain name "edisonltg.com" on grounds that such use constitutes an infringement of the EDISON Trademarks and publicity rights; and

WHEREAS, the Parties desire to resolve this matter in an amicable manner.

NOW, THEREFORE, the Parties agree as follows:

1. Edison Lighting hereby acknowledges McGraw-Edison's ownership of the EDISON Trademarks.
2. Edison Lighting shall within 60 days of the Effective Date of this Agreement change its corporate name to "Edison Lighting Fixture Manufacturing Corporation", and cease further use of its "Light Logo" and the name or mark "Edison" or any name or mark containing "Edison" and file with the Florida Secretary of State such forms as are necessary to effectuate such change of its corporate name.
3. Edison Lighting shall within 45 days of the Effective Date of this Agreement discontinue use of the domain name www.edisonltg.com and any meta tag or title which includes the designation "edison" and shall assign such domain name to McGraw-Edison by Assignment in the form annexed hereto as Exhibit B.
4. Edison Lighting shall within 60 days of the Effective Date of this Agreement remove all signage bearing the "Edison" name from its place of business.

CONFIDENTIAL
FOR ATTORNEYS EYES ONLY

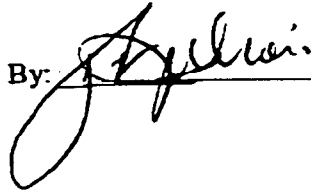
ME03439

5. Edison Lighting shall immediately as of the Effective Date of this Agreement take all reasonable steps to withdraw any advertisements bearing the name "Edison" and to eliminate all references to "Edison" in its telephone white and yellow pages, industry listings, and like publications. This provision shall not require Edison Lighting to "recall" from the marketplace publications which are not within its present possession or control, except to the extent of requiring any reprints or new editions of such publications to eliminate references to "Edison".
6. Notwithstanding any prohibition in this Agreement to the contrary, Edison Lighting shall for a period of ten months from the Effective Date of this Agreement be permitted to sell-off its current stock of products that bear the "Edison" name, provided that such continued use shall be permitted only to the extent that the "Edison" name is permanently affixed to and cannot be reasonably removed from such products.
7. McGraw-Edison will not object to Edison Lighting's use of the trade name "Edsun Lighting Fixture Manufacturing Corporation", a domain name which includes the designation "edsunltg" or of the Light Logo, provided that the Light Logo is modified to change "Edison" to "Edsun". Edison Lighting shall not use the designation "Edsun" alone or in any other way to designate its products separate from the trade name "Edsun Lighting Fixture Manufacturing Corporation" or Light Logo as modified hereunder.
8. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
9. This Agreement may be amended only if such agreement is in writing and is signed by the Parties hereto.
10. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
11. McGraw-Edison hereby releases Edison Lighting and its owners, officers, directors and employees from any and all claims of trademark infringement or unfair competition arising from its use of the name "Edison" for all conduct to the date of this Agreement. Edison Lighting hereby releases and holds McGraw-Edison harmless from any and all claims in this matter.
12. In the event that Edison Lighting breaches any provision of this Agreement, or in the event that any representation or warranty made by Edison Lighting herein is shown to be false or inaccurate:

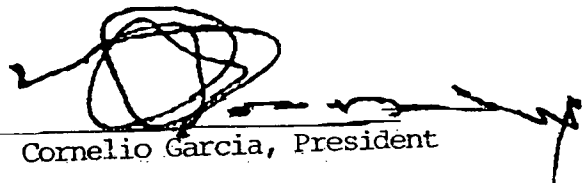
- (a) Such breach shall be deemed to constitute immediate and irreparable harm to McGraw-Edison, and McGraw-Edison shall have the right to seek injunctive relief from a court of competent jurisdiction to enjoin any breach of this Agreement, in addition to any other remedies at law or in equity that McGraw-Edison may have. Edison Lighting expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for injunctive relief for the posting of a bond by McGraw-Edison;
- (b) In addition to any and all rights and remedies McGraw-Edison may have hereunder, McGraw-Edison shall have the right to commence an action against Edison Lighting for trademark infringement, trademark dilution, and/or infringement of publicity rights under both state and federal laws;
- (c) Edison Lighting shall be liable to McGraw-Edison for the amount of its reasonable attorneys' fees and costs, in the event that McGraw-Edison prevails in any proceedings or efforts to enforce this Agreement or the EDISON Trademarks or publicity rights; and
- (d) Edison Lighting shall be liable for damages in the amount of 25% of the retail price of each good sold in violation of this Agreement in addition to any further damages awarded by a court of competent jurisdiction.
13. Each of the Parties shall bear their own attorneys' fees and costs associated with all matters relating to this Agreement.
14. The Parties agree that this Agreement can be executed in any number of identical counterparts, each of which will be deemed to be an original and will be as effective and binding as if executed as a whole, and by facsimile. Such facsimile signatures shall be viewed as having the same binding force and effect as original signatures.
15. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.
16. This Agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof. All disputes arising from or relating to this Agreement or the subject matter of the Agreement shall be brought in a state or federal court situated in Houston, Texas, and the Parties hereby expressly consent to the exclusive jurisdiction of such courts for all purposes related to resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date above written.

McGRAW-EDISON COMPANY

By:  _____

EDISON LIGHTING FIXTURE
MANUFACTURING CORP.

By:  _____
Cornelio Garcia, President

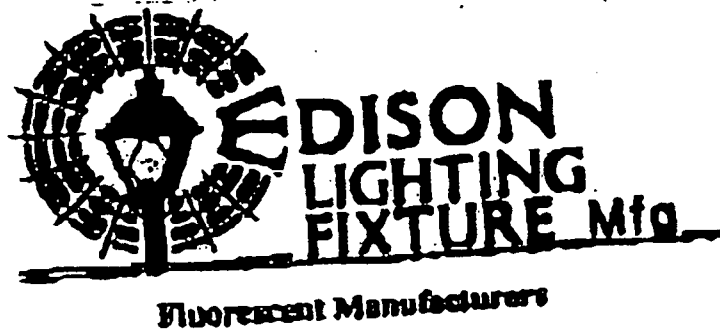


EXHIBIT A

ME03443

EXHIBIT B

ASSIGNMENT OF DOMAIN NAME REGISTRATION

THIS ASSIGNMENT OF DOMAIN NAME REGISTRATION is made on the 22nd day of July 2002 (the "Effective Date"), by and between Edison Lighting Fixture Manufacturing Corporation, a Florida corporation, having a place of business at 569 West 17th Street, Hialeah, Florida 33010 ("Assignor"), and McGraw-Edison Company, a Delaware corporation, having a place of business at 600 Travis, Suite 5800, Houston, Texas 77002 ("Assignee").

WHEREAS, Assignor has registered the domain name "edisonltg.com" (the "Domain Name") with Internet Web0.com (hereinafter "Web0"), and is sole owner of the Domain Name, and

WHEREAS Assignor desires to assign and Assignee desires to acquire the Domain Name and the registration thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in, to and under the Domain Name including the registration thereof.

Assignor further agrees to provide Assignee with any additional information, and to do any and all such things and execute any and all other documents or instruments, and to follow any Web0 procedures required to effectuate the assignment of the Domain Name as provided herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the Effective Date written above.

EDISON LIGHTING FIXTURE
MANUFACTURING CORPORATION

Date:

By: _____
Name:
Title :

McGRAW-EDISON COMPANY

Date:

By: [Signature]
Name: M. St. JULIAN
Title: Vice President

ASSIGNMENT OF DOMAIN NAME REGISTRATION

~~July~~ ^{August} THIS ASSIGNMENT OF DOMAIN NAME REGISTRATION is made on the 22nd day of ~~July~~ 2002 (the "Effective Date"), by and between Edison Lighting Fixture Manufacturing Corporation, a Florida corporation, having a place of business at 569 West 17th Street, Hialeah, Florida 33010 ("Assignor"), and McGraw-Edison Company, a Delaware corporation, having a place of business at 600 Travis, Suite 5800, Houston, Texas 77002 ("Assignee").

WHEREAS, Assignor has registered the domain name "edisonltg.com" (the "Domain Name") with Internet Web0.com (hereinafter "Web0"), and is sole owner of the Domain Name, and

WHEREAS Assignor desires to assign and Assignee desires to acquire the Domain Name and the registration thereof.

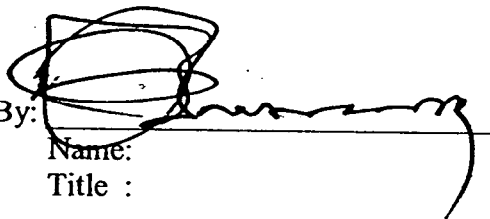
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in, to and under the Domain Name including the registration thereof.

Assignor further agrees to provide Assignee with any additional information, and to do any and all such things and execute any and all other documents or instruments, and to follow any Web0 procedures required to effectuate the assignment of the Domain Name as provided herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the Effective Date written above.

EDISON LIGHTING FIXTURE
MANUFACTURING CORPORATION

Date:

By: 
Name:
Title :

McGRAW-EDISON COMPANY

Date:

By: _____
Name:
Title :



United States Patent and Trademark Office

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TTABVUE. Trademark Trial and Appeal Board Inquiry System

Opposition

Number: 91154206

Filing Date: 11/27/2002

Status: Pending

Status Date: 01/04/2003

Interlocutory Attorney: FRANCES S WOLFSON

Defendant

Name: Fisher Hamilton LLC

Correspondence: MICHAEL D. FISHMAN

RADER, FISHMAN & GRAUER, PLLC
39533 WOODWARD AVENUE, SUITE 140
BLOOMFIELD HILLS, MI 48304

Serial #: 76385555

Application Status: Opposition Pending

Mark: EDISON

Plaintiff

Name: MCGRAW-EDISON COMPANY

Correspondence: ERIC A. LERNER

OSTRAGER CHONG FLAHERTY & BROITMAN P.C.
250 PARK AVENUE
NEW YORK, NY 10177-0899

Prosecution History

#	Date	History Text	Due Date
12	08/13/2004	<u>SUSPENDED</u>	
11	07/26/2004	<u>P'S MOTION FOR SUSPENSION OF PROCEEDINGS W/CONSENT</u>	
10	06/18/2004	<u>ANSWER</u>	
9	06/09/2004	<u>OTHER FILING</u>	
8	06/09/2004	<u>OTHER FILING</u>	
7	05/19/2004	<u>PROCEEDINGS RESUMED</u>	
6	03/27/2003	<u>SUSPENDED</u>	
5	03/13/2003	<u>DEF'S MOTION FOR EXT OF TIME FOR DEF'S TO ANSWER OR OTHERWISE PLEAD</u>	
4	02/13/2003	<u>D'S MOT FOR EXTEN. OF TIME W/ CONSENT</u>	
3	01/04/2003	<u>PENDING, INSTITUTED</u>	
2	01/04/2003	<u>NOTICE AND TRIAL DATES SENT; ANSWER DUE:</u>	02/13/2003
1	11/27/2002	<u>FILED AND FEE</u>	

Results as of 10/29/2004 10:28 AM

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Doc # 5

CONSOLIDATED EDISON COMPANY OF
NEW YORK, INC.,

Plaintiff,

-against-

EDISON INTERNATIONAL,

Defendant.

97 CIV 7311 (LBS)

**ANSWER AND
AFFIRMATIVE DEFENSES**

ANSWER

SAC

Edison International ("EI") by its attorneys Latham & Watkins and Lyon & Lyon, for its answer to the Complaint ("Complaint") of Consolidated Edison Company of New York, Inc. ("Con Edison") alleges as follows:

1. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 1 of the Complaint.
2. EI denies the allegations set forth in Paragraph 2 of the Complaint.
3. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 3 of the Complaint.
4. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 4 of the Complaint.
5. EI admits that it is a corporation formed and existing under the laws of the State of California and that EI maintains its principal place of business in Rosemead, California. EI further admits that it adopted the name "Edison International" on January 29, 1996. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 5 of the Complaint.

ME01616

6. In response to the allegations set forth in Paragraph 6 of the Complaint, EI affirmatively alleges that EI is a holding company and owns, directly or indirectly, all of the common stock of Southern California Edison Company, Edison Mission Energy (formerly Mission Energy Company), Edison Capital (formerly Mission First Financial), Edison Enterprises, Edison EV, Edison Source, and Edison Select. EI further alleges that Edison EV and Edison Source were formed in November 1995; Edison Mission Energy and Edison Capital were renamed in January 1996; Edison Select was formed in May 1995 as Edison Spectrum and renamed in October 1996; and Edison Enterprises was formed in July 1997. EI further alleges that EI has no subsidiary or affiliate named "Edison ESI" but that Edison Services Inc., a subsidiary of Southern California Edison Company, occasionally does business as "ESI" and is sometimes referred to as "Edison ESI." Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 6 of the Complaint.

7. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 7 of the Complaint.

8. In response to the allegations set forth in Paragraph 8 of the Complaint, EI affirmatively alleges on information and belief that Thomas Edison and others formed the Edison Electric Light Company ("EELC") in 1878. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 8 of the Complaint.

9. In response to the allegations set forth in Paragraph 9 of the Complaint, EI affirmatively alleges on information and belief that the Edison Electric Illuminating Company of New York ("EEI") was incorporated in 1880. Except as so expressly admitted or alleged, EI

lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 9 of the Complaint.

10. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 10 of the Complaint.

11. In response to the allegations set forth in Paragraph 11 of the Complaint, EI affirmatively alleges on information and belief that EELC licensed Thomas Edison's technology, and the concomitant ability to use the "Edison" name in connection with the provision of electric utility services, to a multitude of companies across the nation. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11 of the Complaint.

12. In response to the allegations set forth in Paragraph 12 of the Complaint, EI affirmatively alleges that electric utility companies were subject to state and federal regulations and, under such regulations, typically operated as regulated monopolies in different geographic areas. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12 of the Complaint.

13. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13 of the Complaint.

14. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 14 of the Complaint.

15. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15 of the Complaint.

16. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 16 of the Complaint.

17. EI denies the allegations set forth in Paragraph 17 of the Complaint.

18. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 18 of the Complaint.

19. In response to the allegations set forth in Paragraph 19 of the Complaint, EI affirmatively alleges on information and belief that the Federal Energy Regulatory Commission ("FERC") and several states have passed legislation and/or regulations to introduce competition into the electrical utility industry in their jurisdictions. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 19 of the Complaint.

20. In response to the allegations set forth in Paragraph 20 of the Complaint, EI affirmatively alleges on information and belief that several states, including New York, have passed legislation and/or regulations to introduce competition into the electrical utility industry in their geographic areas. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 20 of the Complaint.

21. In response to the allegations set forth in Paragraph 21 of the Complaint, EI affirmatively alleges on information and belief that opening competition and increasing consumer choice are among the rationales behind deregulation of the electric industry. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 21 of the Complaint.

22. EI denies the allegations set forth in Paragraph 22 of the Complaint.

23. In response to the allegations set forth in Paragraph 23 of the Complaint, EI affirmatively alleges that SCEcorp was renamed Edison International on January 29, 1996 and EI is the holding company of Southern California Edison Company, an electric utility. EI further affirmatively alleges that Edison Mission Energy and Edison Capital were renamed in January 1996; Edison EV and Edison Source were formed in November 1995; Edison Select was formed in May 1995 as Edison Spectrum and renamed in October 1996; and Edison Enterprises was formed in July 1997. EI refers to its 1995 Annual Report for the statements contained therein. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 23 of the Complaint.

24. EI denies the allegations set forth in Paragraph 24 of the Complaint.

25. EI denies the allegations set forth in Paragraph 25 of the Complaint.

26. In response to the allegations set forth in Paragraph 26 of the Complaint, EI affirmatively alleges that EI placed advertisements in The New York Times and other publications and admits that two such advertisements are attached as Exhibits A and B to the Complaint. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 26 of the Complaint.

27. In response to the allegations set forth in Paragraph 27 of the Complaint, EI affirmatively alleges that EI's shares are traded on the New York Stock Exchange under the EIX symbol and that EI has used certain of its trademarks generally in the financial business community. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 27 of the Complaint.

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 086402

INVOICE DATE: 10/25/00 Source:
Order: 086402

PAGE: 1

ENRON ENERGY SERVICES, INC
1400 SMITH STREET
HOUSTON, TX
ATTN: ACCOUNTS PAYABLE
77002

SHIP TO: NEW ORLEANS MALL - ATTN:
DARRELL ODES - ENG. DEPT.
1400 POYDRAS STREET #1640
NEW ORLEANS, LA
70112

SHIP VIA: A
SHIP DATE: 10/25/00
DUE DATE: 11/24/00
TERMS: 30

CUST. ID: 09940
P.O. NUMBER: 0151-0002
P.O. DATE: 10/11/00
OUR ORDER NO.
SALESPERSON: LED

ITEM ID/DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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5949400EN 110005-W-FR-16 PROJECT NAME: SIMON PROPERTIES LEASE # 0001	540.00	540.00	EACH	25.0000	13500.00	E
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**CONFIDENTIAL-
TRIAL COUNSEL
ONLY**

** WE NOW ACCEPT MASTERCARD & VISA
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

SUBTOTAL	13500.00
TAX	0.00
PAYMENTS	0.00
TOTAL	13500.00

MULE-00179

MULE EMERGENCY LIGHTING

325 VALLEY STREET
PROVIDENCE, RHODE ISLAND 02908
TEL: 401-521-6853 FAX: 401-521-6856
Internet: <http://www.lightworld.com>

INVOICE

INVOICE NUMBER: 086246

Source:

INVOICE DATE: 09/29/00 Order: 086246

PAGE: 1

D CAMERON & BARKLEY CO.
AP CENTER
P.O. BOX 118098
CHARLESTON, S.C.
29423-8098

SHIP TO: INGLETT & STUBBS, INC.
5200 RIVERVIEW RD.
MABLETON, GA.
ATTN: EDDIE FROST
30126

SHIP VIA: B
SHIP DATE: 09/29/00
DUE DATE: 10/29/00
TERMS: 30

CUST. ID: 05153
P.O. NUMBER: 19-88324-D
P.O. DATE: 09/28/00
OUR ORDER NO:
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949190 LIL0004-B MARK: DANA HALL AGNES SC	8.00	8.00	EACH	27.0000	216.00	E
WEIGHT VIA UPS RED					22.50	E

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ONLY**

** WE NOW ACCEPT MASTERCARD & VISA.
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00180

SUBTOTAL	238.50
TAX	0.00
PAYMENTS	0.00
TOTAL	238.50

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0. ÷
13.00 †
414.00 †
355.00 †
13.00 †
44.00 †
12.00 †
1.00 †
69.00 †
1.00 †
10.00 †
25.00 †
.....
15480.00 *

0. *

MULE-00181

0. ÷
264.00 †
125.00 †
160.00 †
10.00 †
100.00 †
24.00 †
24.00 †
120.00 †
60.00 †
24.00 †
24.00 †
6.00 †
6.00 †
36.00 †
80.00 †
2.00 †
12.00 †
12.00 †
20.00 †
100.00 †
950.00 †
2752.00 †
3126.00 †
1088.00 †
10.00 †
10.00 †
20.00 †
515.00 †
1010.00 †
1953.00 †
130.00 †

4

RUN DATE: 12/31/01
 RUN TIME: 1:20 PM

325 VALLEY STREET
 Inventory Control
 Year To Date Report

TOTAL UNITS 11 PAGE 8
 Subs = 13,400

DEPARTMENT: 325 ITEM TYPE: P
 Exclusion Date: 12/31/01

ITEM #	P C	DESCRIPTION	NET SALES		COST OF GOODS SOLD		MARGIN		AVG SELLING PRICE
			UNITS	AMOUNT	AMOUNT	% SALES	AMOUNT	% SALES	
48200BP	L	QUICK FIT BULBS-UNIV	10394.00	137187.97	69442.95	50.62	67145.02	49.38	13.1988
948200BPMSC	A	MSC62400841 948200BP	200.00	2650.00	1290.00	48.68	1360.00	51.32	13.2500
948300BP	L	SHORT QUICK-FIT-UN	724.00	11537.95	5393.80	46.60	6180.15	53.40	15.9811
948402	L	(2) LED LAMP CS-GRN.	737.00	14587.89	9085.00	62.00	5502.89	37.72	19.7966
948402HW	A	GRN-HW.LED KIT W/BRK	28.00	650.00	364.00	56.00	286.00	44.00	23.2153
949100	L	L1L0001-A	13.00	300.05	75.40	25.13	224.65	74.87	23.0808
949150	L	L1L0002-R	414.00	5686.48	1883.70	33.13	3802.78	66.87	13.7355
949150WP	E	L1L0002-R-WP	355.00	5271.75	1402.25	26.60	3869.50	73.40	14.8500
949159	L	HAL1L0002-R	13.00	290.58	59.15	20.36	231.43	79.64	22.3523
949170	L	L1L0003-G	344.00	8018.90	2236.00	27.88	5782.90	72.12	23.3108
949179	L	HAL1L0003-G	12.00	342.00	78.00	22.81	264.00	77.19	28.5000
949190	L	L1L0004-B	1.00	26.50	18.80	70.94	7.70	29.06	26.5000
949190EN	A	L1L0004-B-FR	3260.00	80207.60	45770.00	57.06	34437.60	42.94	24.6036
949400	L	L1L0005-W	17.00	621.10	365.50	58.85	255.60	41.15	36.5353
949400EN	A	L1L0005-W-FR	8916.00	223752.70	133740.00	59.77	90012.70	40.23	25.0956
949406EN	A	MULL1L005WR6WTRFO	10.00	165.00	100.00	60.61	65.00	39.39	16.5000
949601	A	MULL1L005WRWHITEFR0	125.00	2062.50	1062.50	51.52	1000.00	48.48	16.5000
960001	A	H1	71.00	653.18	244.93	37.50	408.25	62.50	9.2099
960002	A	H2	1174.00	10253.93	3709.84	36.18	6544.09	63.82	8.7342
960002MSC	A	MSC#62401005 H2-UDP	14.00	132.44	66.08	49.89	66.36	50.11	9.4600
960010MSC	A	MSC#62400999 H3-UDP	14.00	132.44	65.80	49.68	66.64	50.32	9.4600
960020	A	H-5	11.00	275.00	60.50	22.00	214.50	78.00	25.0000
960020MSC	A	MSC#62401013 H5-UDP	23.00	207.50	109.56	49.89	109.02	50.11	9.4600
960031	A	H 12V-12W HALOGEN	3.00	179.00	81.00	45.25	98.00	54.75	14.2000
960033	A	H14	710.00	6787.61	2195.00	32.34	5012.61	73.85	9.5000
960039	A	H-7	550.00	5763.67	1795.00	31.15	3646.17	63.26	10.4094
960039MSC	A	MSC#62401021 H7-UDP	228.00	2155.88	1076.16	49.92	1079.72	50.08	9.4056
960045	A	H-20	49.00	507.97	171.50	33.76	336.47	66.24	10.3667
960070	A	HM	94.00	1857.05	588.74	31.43	1273.31	68.57	19.7059
960255	A	ERG	3.00	295.00	103.50	35.08	191.50	64.92	98.3033
960280	A	H-98 (LED)	4.00	340.00	65.20	19.18	274.80	80.82	85.0000
960682	X	PN	32.00	618.00	144.00	23.30	474.00	76.70	19.3025
960683	X	DCT	12.00	75.00	28.08	37.44	46.92	62.56	6.2000
960685	X	DCE	18.00	99.50	46.08	46.31	53.42	53.69	5.5078
960689	X	CANOPY. COMPLETE	91.00	264.96	91.00	34.34	173.96	65.66	2.9016
960689C	A	CANOPY KIT-CAST EXIT	66.00	263.63	141.90	53.83	121.73	46.17	3.9044
960841	X	SX-1-120V	176.00	2256.60	1496.00	66.27	760.60	33.71	12.8016
960841L	E	SX-1-120 LED	3.00	150.00	60.00	40.00	90.00	60.00	50.0000
960841LQ1	A	SX-1-120/277-LED-Q1	2512.00	45735.40	37680.00	82.39	8055.40	17.61	18.2068
960841LQ2	A	SX-1-120/277-LED-WHR	242.00	8070.40	4840.00	59.97	3230.40	40.03	33.3088
960842	X	SX-2-120V EXIT WHITE	49.00	804.12	581.14	72.27	222.98	27.73	16.4166
960842C	X	SX-2-120V-C	2.00	100.00	26.82	26.82	73.18	73.18	50.0000
960842L	E	SX-2-120 LED-C	35.00	2170.00	735.00	33.87	1435.00	66.13	62.0000

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 TRIAL COUNSEL
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MULE EMERGENCY LIGHTING

25 VALLEY STREET
ROVIDENCE, RI
2908
WW.LIGHTWORLD.COM
01-521-6853
AX: 401-521-6856

INVOICE

INVOICE NUMBER: 088751

INVOICE DATE: 04/04/01 Source: Order: 088751

PAGE: 1

D WALTERS WHOLESALE BILLING
2825 TEMPLE AVE.
LONG BEACH CA.
90806

SHIP TO: SUN INDUSTRIES/ENRON
MARK: BREA MALL
7291 HEIL AVENUE
HUNTINGTON BEACH, CA.
92647

SHIP VIA: A
SHIP DATE: 04/04/01
DUE DATE: 05/04/01
TERMS: 30

CUST ID: 32015
P.O. NUMBER: SEE BELOW
P.O. DATE: 04/04/01
OUR ORDER NO:
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949400EN LIL0005-W-FR	264.00	264.00	EACH	25.0000	6600.00	E
EIGHT VIA UPS BLUE STOMER PO# 168709-DIR-8179232 ECIAL PRICES PER ROB CROSS					106.00	E

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* WE NOW ACCEPT MASTERCARD & VISA,
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00183

SUBTOTAL	6706.00
TAX	0.00
PAYMENTS	0.00
TOTAL	6706.00

MULE EMERGENCY LIGHTING

25 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 401-521-6853
 FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 088397

INVOICE DATE: 03/09/01 Source: Order 088397

PAGE: 1

LD WALTERS WHOLESALE-LA PALM
 5600 FRESCA DRIVE
 LA PALMA, CA.
 90623

SHIP TO: SUN INDUSTRIES
 ATTN: IVIS
 7291 HEIL AVENUE
 HUNTINGTON BEACH, CA
 92646

SHIP VIA: B
 SHIP DATE: 03/09/01
 DUE DATE: 04/08/01
 TERMS: 30

CUST. ID: 32022
 P.O. NUMBER: SEE BELOW
 P.O. DATE: 03/09/01
 OUR ORDER NO:
 SALESPERSON:

ITEM ID / DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949601 MULL IL005WRWHITEFR0	125.00	125.00	EACH	16.5000	2062.50	E
5949400EN LIL0005-W-FR	160.00	160.00	EACH	25.0000	4000.00	E
EASE NOTE: SPECIAL PRICES APPLY PER ROB ROSS						
STOMER PO# 165429-DIR-B171346						
EIGHT VIA UPS BLUE					113.10	E

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MULE-00184

SUBTOTAL	6175.60
TAX	0.00
PAYMENTS	0.00
TOTAL	6175.60

MULE EMERGENCY LIGHTING

25 VALLEY STREET
PROVIDENCE, RI
02908
WWW.LIGHTWORLD.COM
01-521-6853
FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 088527

INVOICE DATE: 03/20/01 Source:
Order 088527

PAGE 1

LD WALTERS WHOLESALE-LA PALM
5600 FRESCA DRIVE
LA PALMA, CA.
90623

SHIP TO: SUN INDUSTRIES
7291 HEIL AVENUE
HUNTINGTON BEACH, CA.
ATTN: IVIS
92647

SHIP VIA: B
SHIP DATE: 03/20/01
DUE DATE: 04/19/01
TERMS: 30

CUST ID: 32022
P.O. NUMBER: SEE BELOW
P.O. DATE: 03/19/01
OUR ORDER NO:
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949406EN MULLILOO5WFR6WTFRO	10.00	10.00	EACH	16.5000	165.00	E
5949400EN LIL0005-W-FR	100.00	100.00	EACH	25.0000	2500.00	E
EIGHT VIA UPS RED PER CUSTOMER REQUEST CUSTOMER PO# 166566-DIR-8174074					69.10	E

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ONLY**

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MULE-00185

SUBTOTAL	2734.10
TAX	0.00
PAYMENTS	0.00
TOTAL	2734.10

MULE EMERGENCY LIGHTING

25 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 401-521-6853
 FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 091919

Source:

INVOICE DATE: 11/14/01 Order 091919

PAGE: 1

VOSS LIGHTING
 4615 MCLEOD N.E.
 ALBUQUERQUE, N.M.
 87109-2120

SHIP TO: VOSS LIGHTING
 4615 MCLEOD N.E.
 ALBUQUERQUE, N.M.
 87109-2120

SHIP VIA: B
 SHIP DATE: 11/14/01
 DUE DATE: 12/14/01
 TERMS: 30

CUST. ID: 31712
 P.O. NUMBER: 7030658
 P.O. DATE: 11/14/01
 OUR ORDER NO.:
 SALESPERSON: SWEET

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949150 LIL0002-R	24.00	24.00	EACH	14.8500	356.40	E
5949170 LIL0003-G	24.00	24.00	EACH	23.5000	564.00	F
EIGHT					10.13	E

ENTERED NOV 30 2001

Sweet
64.42

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 TRIAL COUNSEL
 ONLY**

* WE NOW ACCEPT MASTERCARD & VISA,
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MULE-00186

SUBTOTAL:	930.53
TAX:	0.00
PAYMENTS	0.00
TOTAL:	930.53

MULE EMERGENCY LIGHTING

25 VALLEY STREET
PROVIDENCE, RI
2908
WWW.MULELIGHTING.COM
01-521-6853
AX: 401-521-6856

INVOICE

INVOICE NUMBER: 092155

Source:
INVOICE DATE: 12/06/01 Order 092155

PAGE: 1

D VOSS LIGHTING
4615 MCLEOD N.E.
ALBUQUERQUE, N.M.
87109-2120

SHIP TO: VOSS LIGHTING
4615 MCLEOD N.E.
ALBUQUERQUE, N.M.
87109

SHIP VIA: B	CUST ID: 31712
SHIP DATE: 12/06/01	P.O. NUMBER: 7031147
DUE DATE: 01/05/02	P.O. DATE: 12/05/01
TERMS: 30	OUR ORDER NO.:
	SALESPERSON: SWEETL

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949150 .IL0002-R	120.00	120.00	EACH	14.8500	1782.00	E
949170 .IL0003-G	60.00	60.00	EACH	23.5000	1410.00	E
EIGHT					32.75	E

ENTERED DEC 28 2001
Sweetl
44
\$ 223.-

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TRIAL COUNSEL
ONLY**

MULE ACCEPTS VISA, MASTERCARD & AMERICAN EXPRESS. CONTACT A/R FOR DETAILS ***

SUBTOTAL:	3224.75
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	3224.75

MULE-00187

MULE EMERGENCY LIGHTING

325 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 401-521-6853
 FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 091522

Source:

INVOICE DATE: 10/26/01 Order 091522

PAGE: 1

OLD VOSS LIGHTING
 1911 EA UNIVERSITY DR.
 PHOENIX, AZ.
 85034

SHIP TO: VOSS LIGHTING
 1911 EA UNIVERSITY DR.
 PHOENIX, AZ.
 85034

SHIP VIA: B
 SHIP DATE: 10/26/01
 DUE DATE: 11/25/01
 TERMS: 30

CUST. ID: 31711
 P.O. NUMBER: 8035277-MUE
 P.O. DATE: 10/19/01
 OUR ORDER NO.:
 SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949150 LIL0002-R	24.00	24.00	EACH	14.8500	356.40	E
5949170 LIL0003-G	24.00	24.00	EACH	23.5000	564.00	E
NOTE: SHIP 23 PCS OF EACH BULB. CUSTOMER WOULD 1 PC OF EACH BULB ON ORDER SHIPPED BY 9/27/01 VIA PRIORITY MAIL TO ATTN OF DODIE ZAKES FOR APPROVAL.						
EIGHT					10.13	E

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

WE NOW ACCEPT MASTERCARD & VISA,
 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00188

SUBTOTAL:	930.53
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	930.53

MULE EMERGENCY LIGHTING

5 VALLEY STREET
 PROVIDENCE, RI
 02882
 WWW.LIGHTWORLD.COM
 1-521-6853
 X: 401-521-6856

INVOICE

INVOICE NUMBER: 091302

INVOICE DATE: 10/19/01 Source: Order 091302

PAGE: 1

VOSS LIGHTING
 2604 N.E. INDUSTRIAL DR
 SUITE #100
 NO. KANSAS CITY, MO.
 64117-2648

SHIP TO: VOSS LIGHTING
 2604 N.E. INDUSTRIAL DR
 SUITE #100
 NO. KANSAS CITY, MO.
 64117

SHIP VIA: B
 SHIP DATE: 10/19/01
 DUE DATE: 11/18/01
 TERMS: 30

CUST ID: 31710
 P.O. NUMBER: 5038149
 P.O. DATE: 10/04/01
 OUR ORDER NO:
 SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
49150 L0002-R	6.00	6.00	EACH	14.8500	89.10	E
49170 L0003-G	6.00	6.00	EACH	21.1500	126.90	E
GHT					8.39	E

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 ONLY**

WE NOW ACCEPT MASTERCARD & VISA
 ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00189

SUBTOTAL	224.39
TAX	0.00
PAYMENTS	0.00
TOTAL	224.39

MULE EMERGENCY LIGHTING

25 VALLEY STREET
ROVIDENCE, RI
2908
WW.LIGHTWORLD.COM
01-521-6853
AX: 401-521-6856

INVOICE

INVOICE NUMBER: 089099

Source:
INVOICE DATE: 04/27/01 Order 089099

PAGE: 1

D APPLIED ENERGY MANAGEMENT
P.O. BOX 189
STOCKBRIDGE, MA.
01262

SHIP TO: APPLIED ENERGY MANAGEMENT
116 BETHEA ROAD
FAYETTEVILLE, GA.
ATTN: TIM BEAN
30214

SHIP VIA: B
SHIP DATE: 04/27/01
DUE DATE: 05/27/01
TERMS: 30

CUST. ID: 02610
P.O. NUMBER: 7281
P.O. DATE: 04/26/01
OUR ORDER NO.:
SALESPERSON: LED

ITEM I.D./DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949400EN LIL0005-W-FR	36.00	36.00	EACH	25.0000	900.00	E
EIGHT					8.78	E

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TRIAL COUNSEL
ONLY**

** WE NOW ACCEPT MASTERCARD & VISA.
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00190

SUBTOTAL:	908.78
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	908.78

MULE EMERGENCY LIGHTING

25 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 401-521-6853
 FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 089125
 INVOICE DATE: 07/05/01 Source: Order 089125
 PAGE: 1

D GRAYBAR ELECT.CO-LAKELAND
 VENDOR ID#4332656/FL.BROH
 P.O. BOX 78099
 ST. LOUIS, MO.
 63178

SHIP TO: GRAYBAR ELECT.CO. INC.
 2100 CRYSTAL GROVE DR.
 LAKELAND, FL.
 MARK: IC8716
 33801

SHIP VIA: B
 SHIP DATE: 07/05/01
 DUE DATE: 08/04/01
 TERMS: 30

CUST ID: 12915
 P.O. NUMBER: 06171102
 P.O. DATE: 04/30/01
 OUR ORDER NO.:
 SALESPERSON:

ITEM I.D./DESC:	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949170 LIL0003-G COMPLETE BACKORDER	80.00	80.00	EACH	24.0000	1920.00	E
EIGHT					10.36	E

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* WE NOW ACCEPT MASTERCARD & VISA.
 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

SUBTOTAL	1930.36
TAX	0.00
PAYMENTS	0.00
TOTAL	1930.36

MULE-00191

MULE EMERGENCY LIGHTING

25 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 TEL: 401-521-6853
 FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 089270

INVOICE DATE: 05/10/01 Source: Order 089270

PAGE: 1

GRAYBAR ELECTRIC CO. INC.
 VENDOR ID#4332856/
 P.O. BOX 78099
 ST. LOUIS, MO.
 63178

SHIP TO: KING COUNTY METRO/SOUTH
 FACILITIES BLDG. C
 11911 EA. MARGINAL WAY SO.
 SEATTLE, WA. MK:184614
 98188

SHIP VIA: B
 SHIP DATE: 05/10/01
 DUE DATE: 06/09/01
 TERMS: 30

CUST. ID: 12915
 P.O. NUMBER: 16643152
 P.O. DATE: 05/10/01
 OUR ORDER NO.:
 SALESPERSON: LAMBDA

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
49400EN L0005-W-FR	2.00	2.00	EACH	34.1000	68.20	E
GHT K ITEM, WAIVE MINIMUM BILLING PER CROSS. MUST SHIP TODAY					5.75	E

SHIPPED MAY 31 2001

Lambda
\$6.82

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 ONLY

WE NOW ACCEPT MASTERCARD & VISA,
 ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00192

SUBTOTAL	73.95
TAX	0.00
PAYMENTS	0.00
TOTAL	73.95

MULE EMERGENCY LIGHTING

25 VALLEY STREET
 PROVIDENCE, RI
 2908
 WWW.LIGHTWORLD.COM
 01-521-6953
 AX: 401-521-6856

INVOICE

INVOICE NUMBER: 088024

INVOICE DATE: 02/09/01 Source:
 Order: 088024

PAGE: 1

LD GRAYBAR ELEC.-ST. LOUIS
 P.O. BOX 78099
 ST. LOUIS, MO.
 VENDOR CODE# 4332656
 63166

SHIP TO: PUBLIX SUPER MARKETS, INC.
 PRODUCE FORK LIFT BLDG#5
 3045 NEW TAMPA HWY. ATM:
 LAKELAND, FL. S. SHEFFIELD
 33815

SHIP VIA: 0
 SHIP DATE: 02/09/01
 DUE DATE: 03/11/01
 TERMS: 30

CUST ID: 12915
 P.O. NUMBER: 06168325
 P.O. DATE: 02/08/01
 OUR ORDER NO:
 SALESPERSON:

ITEM I.D./DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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5949150 L1L0002-R	12.00	12.00	EACH	14.0000	168.00	E
5949170 L1L0003-G	12.00	12.00	EACH	27.0000	324.00	E

IP VIA UPS FREIGHT COLLECT & CHARGE
 CUSTOMER'S UPS ACCOUNT # 362566
 COMPLETE SHIP TO ADDRESS:
 PUBLIX SUPER MARKETS, INC
 PRODUCE FORK LIFT BLDG. #5
 3045 NEW TAMPA HIGHWAY
 WAREHOUSE DOCK @ REAR OF BLDG.
 LAKELAND, FL. 33815
 ATTN: STEVE SHEFFIELD, EXT. 2479
 WORK: LPM20651

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 ONLY**

** WE NOW ACCEPT MASTERCARD & VISA,
 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00193

SUBTOTAL	492.00
TAX	0.00
PAYMENTS	0.00
TOTAL	492.00

MULE EMERGENCY LIGHTING

25 VALLEY STREET
 PROVIDENCE, RI
 2908
 WWW.LIGHTWORLD.COM
 01-521-6853
 AX: 401-521-6856

INVOICE

INVOICE NUMBER: 089125

Source:

INVOICE DATE: 04/30/01 Order: 089125

PAGE 1

D GRAYBAR ELECT.CO-LAKELAND
 VENDOR ID#4332656/FL BRCH
 P.O. BOX 78099
 ST. LOUIS, MO.
 63178

SHIP TO: GRAYBAR ELECT.CO. INC.
 2100 CRYSTAL GROVE DR.
 LAKELAND, FL
 MARK: IC8716
 33801

SHIP VIA: B
 SHIP DATE: 04/30/01
 DUE DATE: 05/30/01
 TERMS: 30

CUST ID: 12915
 P.O. NUMBER: 06171102
 P.O. DATE: 04/30/01
 OUR ORDER NO.:
 SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949170 LIL0003-G	20.00	20.00	EACH	24.0000	480.00	E
5949150 LIL0002-R	100.00	100.00	EACH	11.0000	1100.00	E
EIGHT					11.80	E

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** WE NOW ACCEPT MASTERCARD & VISA,
 ALL ACCOUNTS RECEIVABLE FOR DETAILS **

SUBTOTAL	1591.80
TAX	0.00
PAYMENTS	0.00
TOTAL	1591.80

MULE-00194

MULE EMERGENCY LIGHTING

VALLEY STREET
 PROVIDENCE, RI
 0208
 LIGHTWORLD.COM
 1-521-6853
 X: 401-521-6856

INVOICE

INVOICE NUMBER: 091373

Source:

INVOICE DATE: 10/18/01 Order: 091373

PAGE: 1

ENRON ENERGY SVCS N.A. INC
 CO. 0606 ATTN: L JACKSON
 PO BOX 4734
 HOUSTON, TX
 77210-4734

SHIP TO: AURORA MALL
 ATTN: ROGER MORSE
 14200 EAST ALAMEDA AVENUE
 AURORA, CO
 80012

SHIP VIA: A
 SHIP DATE: 10/18/01
 DUE DATE: 11/17/01
 TERMS: 30

CUST ID: 09940
 P.O. NUMBER: SIM-AUCO-01
 P.O. DATE: 10/10/01
 OUR ORDER NO.
 SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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949400EN IL0005 W-FR-WRM	950.00	950.00	EACH	25.0000	23750.00	
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* WE NOW ACCEPT MASTERCARD & VISA.
 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

SUBTOTAL	23750.00
TAX	0.00
PAYMENTS	0.00
TOTAL	23750.00

MULE-00195

MULE EMERGENCY LIGHTING

25 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 01-521-6853
 FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 088668
 INVOICE DATE: 03/29/01
 Order: 088668

PAGE: 1

LD ENRON ENERGY SERVICES INC
 1400 SMITH STREET / 3AC-338
 HOUSTON, TX
 ATTN: LISA JACKSON
 77002

SHIP TO: SUN INDUSTRIES
 926 DETROIT SUITE K
 CONCORD, CA
 ATTN: BROOKS SHEIFER
 94518

SHIP VIA: A
 SHIP DATE: 03/29/01
 DUE DATE: 04/28/01
 TERMS: 30

CUST ID: 09940
 P.O. NUMBER: MAC-SRGA-01
 P.O. DATE: 03/29/01
 OUR ORDER NO.
 SALESPERSON: LED

ITEM ID / DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949400EN E110005-W-ER	27,527.00	27,527.00	EACH	25.0000	68800.00	E
EIGHT VIA PRIORITY 3-DAY SERVICE PER CUSTOMER REQUEST.					577.78	E

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* WE NOW ACCEPT MASTERCARD & VISA
 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00196

SUBTOTAL	69377.78
TAX	0.00
PAYMENTS	0.00
TOTAL:	69377.78

MULE EMERGENCY LIGHTING

25 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 01-521-6853
 AX: 401-521-6856

INVOICE

INVOICE NUMBER: 088387

INVOICE DATE: 03/15/01 Source: Order 088387

PAGE 1

TO: ENRON ENERGY SERVICES, INC
 1400 SMITH STREET/3AG-338
 HOUSTON, TX
 ATTN: LISA JACKSON
 77002

SHIP TO: APPLIED ENERGY MGMT
 C/O LINCOLNWOOD TOWN CTR
 3333 WEST TOWHY AVENUE
 LINCOLNWOOD, IL
 60712

SHIP VIA: A
 SHIP DATE: 03/15/01
 DUE DATE: 04/14/01
 TERMS: 30

CUST ID: 09540
 P.O. NUMBER: 0151-0002
 P.O. DATE: 03/09/01
 OUR ORDER NO:
 SALESPERSON: LED

ITEM ID /DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
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3949190EN 1L0004-B-FR PRIOR NOTE: MUST CALL APPLIED ENERGY MANAGEMENT, TIM WHIGHAM @ 770-486-7000 HOURS BEFORE DELIVERY	3126.00	3126.00	EACH	24.6000	76899.60	0.00
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* WE NOW ACCEPT MASTERCARD & VISA
 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

SUBTOTAL	76899.60
TAX	0.00
PAYMENTS	0.00
TOTAL	76899.60

MULE-00197

MULE EMERGENCY LIGHTING

5 VALLEY STREET
 PROVIDENCE, RI
 008
 WWW.LIGHTWORLD.COM
 1-521-6853
 FX 401-521-6856

INVOICE

INVOICE NUMBER 088420

Source:

INVOICE DATE 04/18/01 Order 088420

PAGE 1

ENRON ENERGY SERVICES, INC.
 1400 SMITH STREET/3AC-338
 HOUSTON, TX
 ATTN: LISA JACKSON
 77002

SHIP TO:

APPLIED ENERGY MANAGEMENT
 116 BETHEA ROAD STE 206
 FAYETTEVILLE, GA
 MARK NORTH LAKE MALL
 30214

SHIP VIA: A
 SHIP DATE: 04/18/01
 DUE DATE: 05/18/01
 TERMS: 30

CUST ID: 09940
 PO NUMBER: SEE BELOW
 P.O. DATE: 03/13/01
 OUR ORDER NO:
 SALESPERSON: LED

ITEM I.D./DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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949400EN IL0005-WFR TOMER PD# SIM-A2GA-01-3292001	1088.00	1088.00	EACH	25.0000	27200.00	E
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 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00198

SUBTOTAL	27200.00
TAX	0.00
PAYMENTS	0.00
TOTAL	27200.00

MULE EMERGENCY LIGHTING

325 Valley Street
 Providence, RI
 02908
 www.lightworld.com
 401-521-6853

INVOICE 088829

INVOICE NUMBER: 088829

INVOICE DATE: 04/09/01

PAGE 1

LD ENRON ENERGY SERVICES, INC.
 1400 SMITH STREET 23AC-338
 HOUSTON, TX.
 ATTN: LISA JACKSON
 77002

SHIP TO: JOE HUI?DENISE CUNNINGHAM
 12647 ALCOSTA BLVD.
 SUITE 500
 SAN RAMON, CA
 94583

SHIP VIA: B
 SHIP DATE: 04/09/01
 DUE DATE: 05/09/01
 TERMS: 30

CUST. ID: 09940
 P.O. NUMBER: MAC-CRCA-01-001 (MU)
 P.O. DATE: 04/09/01
 OUR ORDER NO:
 SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949400EN LIL0005-W-FR	10.00	10.00	each	25.0000	250.00	E
5949100 LIL0001-A-FR	10.00	10.00	each	25.0000	250.00	E
X		8%			40.00	
WEIGHT		UPS RED			50.00	

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MULE-00199

SUBTOTAL:	590.00
TAX:	
PAYMENTS:	
TOTAL:	590.00

MULE EMERGENCY LIGHTING

5 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 TEL: 401-521-6853
 FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 088415
 INVOICE DATE: 03/12/01
 Source: Order 088415

PAGE: 1

ENRON ENERGY SERVICES, INC
 1400 SMITH STREET/3AC-338
 HOUSTON, TX
 ATTN: LISA JACKSON
 77002

SHIP TO: ENRON ENERGY SERVICES, INC
 12647 ALCOSTA BLVD, STE 500
 SAN RAMON, CA
 ATTN: JOE HUI
 94583

SHIP VIA: A
 SHIP DATE: 03/12/01
 DUE DATE: 04/11/01
 TERMS: 30

CUST ID: 09940
 P.O. NUMBER: 0151-0002-01
 P.O. DATE: 03/12/01
 OUR ORDER NO:
 SALESPERSON: LFD

ITEM I.D./DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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949400EN ILO005-W-FR K FOR MACERICH-THE MALL AT NORTHGATE	20.00	20.00	EACH	25.0000	500.00	E
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 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00200

SUBTOTAL	500.00
TAX	0.00
PAYMENTS	0.00
TOTAL	500.00

MULE EMERGENCY LIGHTING

15 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 TEL: 401-521-6853
 FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 088409

INVOICE DATE: 03/12/01 Source: Order 088409

PAGE: 1

TO: ENRON ENERGY SERVICES, INC
 1400 SMITH STREET/3AC-33B
 HOUSTON, TX
 ATTN: LISA JACKSON
 77002

SHIP TO: SUN INDUSTRIES
 ATTN: LUIS PARADA
 7291 HELL AVENUE
 HUNTINGDON BEACH, CA
 92647

SHIP VIA: A
 SHIP DATE: 03/12/01
 DUE DATE: 04/11/01
 TERMS: 30

CUST ID: 09940
 P.O. NUMBER: 0151-0002-01
 P.O. DATE: 03/12/01
 OUR ORDER NO:
 SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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949400EN IL0005-W-TR	515.00	515.00	EACH	25.0000	12875.00	E
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 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00201

SUBTOTAL	12875.00
TAX	0.00
PAYMENTS	0.00
TOTAL	12875.00

MULE EMERGENCY LIGHTING

25 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 TEL: 401-521-6853
 FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 088180

INVOICE DATE: 02/21/01 Source: Order 088180

PAGE: 1

FROM: ENRON ENERGY SERVICES, INC
 1400 SMITH STREET/300-338
 HOUSTON, TX
 ATTN: LISA JACKSON
 77002

SHIP TO: APPLIED ENERGY MGMT
 C/O LINCOLNWOOD TOWN CTR
 3333 W. TONNY AVENUE
 LINCOLNWOOD, IL
 60712

SHIP VIA: A
 SHIP DATE: 02/21/01
 DUE DATE: 03/23/01
 TERMS: 30

CUST ID: 09940
 P.O. NUMBER: 0151-0002
 P.O. DATE: 02/21/01
 OUR ORDER NO.
 SALESPERSON: LED

ITEM ID / DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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1945400EN 1E0005-W-FR	1010.00	1010.00	EACH	25.0000	25250.00	F
PRIOR NOTE: MUST CALL APPLIED ENERGY MANAGEMENT, TIM WHIGHAM @ 770-486-7000 48 HRS PRIOR TO DELIVERY						

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* WE NOW ACCEPT MASTERCARD & VISA
 CALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00202

SUBTOTAL	25250.00
TAX	0.00
PAYMENTS	0.00
TOTAL	25250.00

MULE EMERGENCY LIGHTING

325 VALLEY STREET
 PROVIDENCE, RI
 02908
 WWW.LIGHTWORLD.COM
 401-521-6853
 FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 088065

INVOICE DATE: 02/15/01 Source: Order 088065

PAGE 1

OLD ENRON ENERGY SERVICES, INC
 1400 SMITH STREET/3AC-338
 HOUSTON, TX
 ATTN: LISA JACKSON
 77002

SHIP APPLIED ENERGY MGMT
 TO: C/O HAYWOOD MALL
 700 HAYWOOD ROAD
 GREENVILLE, S.C.
 29607

SHIP VIA: A
 SHIP DATE: 02/15/01
 DUE DATE: 03/17/01
 TERMS: 30

CUST ID: 09940
 P.O. NUMBER: 0151-0002
 P.O. DATE: 02/12/01
 OUR ORDER NO:
 SALESPERSON: LED

ITEM ID / DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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5949400EN LIL0005-W-FR	1953.00	1953.00	EACH	25.0000	48825.00	E
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5949190EN LIL0004-B-FR	130.00	130.00	EACH	24.6000	3198.00	E
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CARRIER NOTE: CALL APPLIED ENERGY
 MANAGEMENT @ 770-486-7000, 24 HOURS
 BEFORE DELIVERY.
 ORDER MUST BE DELIVERED BETWEEN 02/19/01
 & 02/23/01

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*** WE NOW ACCEPT MASTERCARD & VISA ***
 ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00203

SUBTOTAL	52023.00
TAX	0.00
PAYMENTS	0.00
TOTAL	52023.00

MULE EMERGENCY LIGHTING

525 VALLEY STREET
PROVIDENCE, RI
02908
WWW.LIGHTWORLD.COM
101-521-6853
FAX: 401-521-6856

INVOICE

INVOICE NUMBER: 090028

INVOICE DATE: 06/29/01 Source: Order: 090028

PAGE: 1

D. CAMERON & BARKLEY CO.
AP CENTER
P.O. BOX 118098
CHARLESTON, S.C.
29423-8098

SHIP TO: CAMERON & BARKLEY CO.
6550-A BEST FRIEND RD.
NORCROSS, GA.
30071

SHIP VIA: B
SHIP DATE: 06/29/01
DUE DATE: 07/29/01
TERMS: 30

CUST. ID: 05153
P.O. NUMBER: 19-45562-P
P.O. DATE: 06/29/01
OUR ORDER NO.:
SALESPERSON:

ITEM ID / DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
5949190EN LIL00Q4-B-FR	4.00	4.00	EACH	27.5000	110.00	E
EIGHT VIA UPS RED					23.50	E

**CONFIDENTIAL-
TRIAL COUNSEL
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* WE NOW ACCEPT MASTERCARD & VISA,
ALL ACCOUNTS RECEIVABLE FOR DETAILS ***

MULE-00204

SUBTOTAL	133.50
TAX	0.00
PAYMENTS	0.00
TOTAL	133.50

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0. *
315.00 †
9.00 †
175.00 †
20.00 †
235.00 †
22.00 †
11.00 †
1.00 †
331.00 †
12.00 †
32.00 †
62.00 -
.....
1132.00 *
0. *

1
65

MULE-00205

60.00 †
24.00 †
24.00 †
48.00 †
48.00 †
48.00 †
48.00 †
12.00 †
24.00 †
24.00 †
300.00 †
5.00 †
5.00 †
9.00 †
12.00 †
15.00 †
12.00 †

017.....
718.00 *
††

RUN DATE: 12/31/02
 RUN TIME: 9:14 AM

MULE LIGHTING, INC.
 Inventory Control
 Year To Date Report

DEPARTMENT: 325 ITEM TYPE: P
 Exclusion Date: 12/31/02

Total Unit Sales = 1132

ITEM #	P C	DESCRIPTION	NET SALES		COST OF GOODS SOLD		MARGIN		AVG SELLING PRICE
			UNITS	AMOUNT	AMOUNT	% SALES	AMOUNT	% SALES	
948025		L (2) LED LAMPS-MB	39.00	740.96	351.00	47.37	389.96	52.63	17.79
948050		L (2) LED LAMPS-UNIV	12.00	131.40	108.00	82.19	23.40	17.81	10.9500
948100		L (2) LED LAMPS-HW W/BR	4364.00	55845.60	32511.80	58.22	23333.80	41.78	12.7969
948200BP		L QUICK FIT BULBS-UNIV	6705.00	86086.53	43582.50	50.63	42504.03	49.37	12.8392
948200BPMSC		A MSC#62400841 948200BP	680.00	9010.00	4386.00	48.68	4624.00	51.32	13.2500
948300BP		L SHORT QUICK-FIT-UN	733.00	11152.65	5460.85	48.96	5691.80	51.04	15.2150
48402		L (2) LED LAMPS-LS-GRN.	245.00	4134.50	2989.00	72.29	1145.50	27.71	16.8750
48402HW		H GRN-HW.LED KIT W/BRK	162.00	3253.50	2106.00	64.73	1147.50	35.27	20.0833
949100		L LIL0001-A	316.00	3787.63	1832.80	48.39	1954.83	51.61	11.9862
949109		L HALILO00A-A	9.00	279.81	52.20	18.66	227.61	81.34	31.0900
949150		L LIL0002-R	175.00	2591.30	796.25	30.73	1795.05	69.27	14.8074
949159		L HALILO002-R	20.00	327.45	91.00	27.79	236.45	72.21	16.3725
949170		L LIL0003-G	235.00	5521.00	1527.50	27.67	3993.50	72.33	23.4936
949179		L HALILO003-G	22.00	575.60	143.00	24.84	432.60	75.16	26.1636
949190		L LIL0004-B	11.00	282.00	206.80	73.33	75.20	26.67	25.6364
949190EN		A LIL0004-B-FR	1.00	25.00	14.00	56.00	11.00	44.00	25.0000
949400EN		A LIL0005-W-FR	331.00	8502.50	4965.00	58.39	3537.50	41.61	25.6873
949409		L HALILO005-W	12.00	312.00	252.00	80.77	60.00	19.23	26.0000
49500		A FIL-CN-120-FR	46.00	533.60	276.00	51.72	257.60	48.28	11.8000
60001		A H-1	128.00	1843.80	441.60	23.95	1402.20	76.05	14.4077
60002		A H2	189.00	1922.00	597.24	31.07	1324.76	68.93	10.1633
60002MSC		A MSC#62401005 H2-UDP	57.00	539.22	269.04	49.89	270.18	50.11	9.4700
60010		A H-7 HEAD	4.00	42.00	14.32	34.10	27.68	65.90	10.5000
90010MSC		A MSC#62400999 H3-UDP	16.00	151.36	75.20	49.68	76.16	50.32	9.4500
90012		A H-4	42.00	397.32	150.36	37.81	246.96	62.16	9.2000
90020MSC		A MSC#62401013 H5-UDP	49.00	463.64	211.28	49.88	252.36	50.12	9.4620
90031		A H 12V-12W HALOGEN	8.00	102.24	48.96	49.95	54.24	53.05	12.7800
90033		A H14	56.00	5963.44	1390.00	23.31	4573.44	76.69	10.7256
90039		A H-7	903.00	9963.05	3476.15	34.89	6486.50	65.11	10.0333
90039MSC		A MSC#62401021 H7-UDP	60.00	567.60	283.20	49.89	284.40	50.11	9.4600
90045		A H-20	81.00	845.86	283.50	33.52	562.36	66.48	10.4427
90070		A HM	2.00	36.00	12.42	34.50	23.58	65.50	18.0000
900255		A ERG	29.00	1594.00	1000.50	62.77	593.50	37.23	50.9655
900682		X PN	11.00	162.00	49.50	30.56	112.50	69.44	14.7273
900685		X DCE	21.00	63.86	53.06	84.18	10.10	15.82	3.0410
900689		X CANOPY, COMPLETE	98.00	337.42	98.00	29.04	239.42	70.96	3.4431
900689C		A CANOPY KIT-CANOPY EXIT	175.00	697.11	376.25	53.87	320.86	46.03	3.9835
900690		X OPEN FACE	1.00	15.00	0.00	0.00	15.00	100.00	15.0000
900841		X SX-1-120V	695.00	10203.66	5907.50	57.90	4296.16	42.10	14.6815
900841L		F SX-1-120-LED	45.00	2879.90	900.00	31.25	1979.90	68.75	63.9978
900841LQ1		A SX-1-120/277-LED-Q1	857.00	15466.00	12855.00	83.12	2611.00	16.88	18.4670
900841LQ2		A SX-1-120/277-LED-WHR	45.00	1868.00	900.00	48.18	968.00	51.82	41.7111
900841LQ3		X SX-2-120V EXIT WHITE	54.00	737.80	640.44	86.80	97.36	13.20	13.6000
900842L		F SX-2-120-LED-C	25.00	2259.00	525.00	23.24	1734.00	76.76	89.5600

**CONFIDENTIAL
 TRIAL COUNSEL
 ONLY**

MULE EMERGENCY LIGHTING

46 BAKER STREET
 PROVIDENCE, RI
 02905
 WWW.MULELIGHTING.COM
 401-941-4446
 FAX: 401-941-2929

INVOICE

INVOICE NUMBER: 92155A
 INVOICE DATE: 02/06/02 Source: Order 092155

PAGE: 1

LD VOSS LIGHTING
 4615 MCLEOD N.E.
 ALBUQUERQUE, N.M.
 87109-2120

SHIP TO: VOSS LIGHTING
 4615 MCLEOD N.E.
 ALBUQUERQUE, N.M.
 87109

SHIP VIA: B
 SHIP DATE: 02/06/02
 DUE DATE: 03/08/02
 TERMS: 30

CUST. ID: 31712
 P.O. NUMBER: 7031147
 P.O. DATE: 12/05/01
 OUR ORDER NO.:
 SALESPERSON: SWEET

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
25949170 L1L0003-a	60.00	60.00	EACH	23.5000	1410.00	E
WEIGHT 0 COMPLETE BACKORDER					12.73	E

ENTERED FEB 28 2002

Sweet
GO
00
\$ 141

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MULE-00207

****MULE HAS MOVED, PLEASE NOTE NEW ADDRESS****
 MULE LIGHTING, INC.
 6 BAKER STREET
 PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	1422.73
TAX	0.00
PAYMENTS	0.00
TOTAL	1422.73

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 096364

INVOICE DATE: 10/04/02 Source: Order: 096364

PAGE: 1

VOSS LIGHTING-BILLING
P.O. BOX 22159
LINCOLN, NE.
68542

SHIP TO:
VOSS LIGHTING
4615 MCLEOD N.E.
ALBUQUERQUE, N.M.
87109

SHIP VIA: B
SHIP DATE: 10/04/02
DUE DATE: 11/03/02
TERMS: 30

CUST. ID: 31710
P.O. NUMBER: 7039128
P.O. DATE: 10/04/02
OUR ORDER NO.:
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949150 ILO002-R	24.00	24.00	EACH	14.8500	356.40	E
949170 ILO003-G	24.00	24.00	EACH	23.5000	564.00	E
IGHT					11.23	E

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MULE-00208

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
E LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F:941-2929

SUBTOTAL:	931.63
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	931.63

MULE EMERGENCY LIGHTING

46 BAKER STREET
PROVIDENCE, RI
02905
WWW.MULELIGHTING.COM
401-941-4446
FAX: 401-941-2929

INVOICE

INVOICE NUMBER: 92502A

INVOICE DATE: 02/06/02 Source: Order: 092502

PAGE: 1

LD VOSS LIGHTING
1911 EA UNIVERSITY DR.
PHOENIX, AZ
85034

SHIP TO: VOSS LIGHTING
1911 EA UNIVERSITY DR.
PHOENIX, AZ
85034

SHIP VIA: B
SHIP DATE: 02/06/02
DUE DATE: 03/08/02
TERMS: 30

CUST. ID: 31711
P.O. NUMBER: 8037336-MULE
P.O. DATE: 01/08/02
OUR ORDER NO.:
SALESPERSON: LED

ITEM I.D./DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
25949170 L1L0003-G O COMPLETE BACKORDER	48.00	48.00	EACH	23.5000	1128.00	E

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MULE-00209

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS
MULE LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F:941-2929

SUBTOTAL	1128.00
TAX	0.00
PAYMENTS	0.00
TOTAL	1128.00

MULE EMERGENCY LIGHTING

46 BAKER STREET
PROVIDENCE, RI
02905
WWW.MULELIGHTING.COM
401-941-4446
FAX: 401-941-2929

INVOICE

INVOICE NUMBER: 92197A
INVOICE DATE: 02/06/02

Source:

Order: 092197

PAGE: 1

LD VOSS LIGHTING
1911 EA UNIVERSITY DR.
PHOENIX, AZ
85034

SHIP TO: VOSS LIGHTING
1911 EA UNIVERSITY DR.
PHOENIX, AZ
85034

SHIP VIA: A
SHIP DATE: 02/06/02
DUE DATE: 03/08/02
TERMS: 30

CUST. ID: 31711
P.O. NUMBER: 8036618-MUE
P.O. DATE: 12/10/01
OUR ORDER NO.
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
25949170 L1L0003-G O COMPLETE BACKORDER SHIPPED WITH INV# 92502A	48.00	48.00	EACH	23.5000	1128.00	E

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MULE-00210

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS
MULE LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F:941-2929

SUBTOTAL:	1128.00
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	1128.00

MULE EMERGENCY LIGHTING

VALELEY STREET
PROVIDENCE, RI
008
V.MULELIGHTING.COM
TEL-521-6853
TEL: 401-521-6856

INVOICE

INVOICE NUMBER: 092197
INVOICE DATE: 01/16/02
Source: Order 092197

PAGE: 1

VOSS LIGHTING
1911 EA UNIVERSITY DR.
PHOENIX, AZ
85034

SHIP TO: VOSS LIGHTING
1911 EA UNIVERSITY DR.
PHOENIX, AZ
85034

SHIP VIA: A
SHIP DATE: 01/16/02
DUE DATE: 02/15/02
TERMS: 30

CUST. ID: 31711
P.O. NUMBER: B036618-MUE
P.O. DATE: 12/10/01
OUR ORDER NO.:
SALESPERSON: LED

ITEM ID./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
49150 L0002-R SHIPPED WITH INVOICE # 092502	48.00	48.00	EACH	14.8500	712.80	E

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MULE ACCEPTS VISA, MASTERCARD & AMERICAN
PRESS. CONTACT A/R FOR DETAILS ***

SUBTOTAL:	712.80
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	712.80

MULE-00211

MULE EMERGENCY LIGHTING

5 VALLEY STREET
PROVIDENCE, RI
02808
WWW.MULELIGHTING.COM
TEL-521-6853
FAX-401-521-6856

INVOICE UNION

INVOICE NUMBER: 092502

Source:
INVOICE DATE: 01/16/02 Order: 092502

PAGE: 1

VOSS LIGHTING
1911 EA UNIVERSITY DR.
PHOENIX, AZ
85034

SHIP TO: VOSS LIGHTING
1911 EA UNIVERSITY DR.
PHOENIX, AZ
85034

SHIP VIA: B
SHIP DATE: 01/16/02
DUE DATE: 02/15/02
TERMS: 30

CUST ID: 31711
P.O. NUMBER: 8037336-MULE
P.O. DATE: 01/08/02
OUR ORDER NO:
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
49150 L0002-R	48:00	48:00	EACH	14.8500	712.80	E
GHT FOR INVOICES 092502 & 092197					15.09	E

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ONLY**

MULE ACCEPTS VISA, MASTERCARD & AMERICAN
EXPRESS. CONTACT A/R FOR DETAILS ***

SUBTOTAL:	727.89
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	727.89

MULE-00212

MULE EMERGENCY LIGHTING

INVOICE

INVOICE NUMBER: 093083

Source:
INVOICE DATE: 02/18/02 Order: 093083

PAGE: 1

VOSS LIGHTING-BILLING
P.O. BOX 22159
LINCOLN, NE.
68542

SHIP TO: VOSS LIGHTING
1911 EA UNIVERSITY DRIVE
PHOENIX, AZ
85034

SHIP VIA: B
SHIP DATE: 02/18/02
DUE DATE: 03/20/02
TERMS: 30

CUST.ID: 31710
P.O. NUMBER: 8038556-MULE
P.O. DATE: 02/15/02
OUR ORDER NO:
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
249400EN AL IL0005-W-FR	12.00	12.00	EACH	26.9000	322.80	E
249150 IL0002-R	24.00	24.00	EACH	14.8500	356.40	E
249170 IL0003-G	24.00	24.00	EACH	23.5000	564.00	E
IGHT					12.23	E

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MULE-00213

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
E LIGHTING, INC.
BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL:	1255.43
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	1255.43

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE 095738

INVOICE NUMBER: 095738

Source:

INVOICE DATE: 09/26/02 Order: 095738

PAGE: 1

APPLIED ENERGY MANAGEMENT
P.O. BOX 189
STOCKBRIDGE, MA.
ATTN: NANCY EMERSON
01262

SHIP TO: APPLIED ENERGY MANAGEMENT
C/O WEST MANCHESTER MALL
OFFICE- 1800 LOUCKS ROAD
YORK, PA.
17404

SHIP VIA: A
SHIP DATE: 09/26/02
DUE DATE: 10/26/02
TERMS: 30

CUST ID: 02610
P.O. NUMBER: 8548
P.O. DATE: 08/22/02
OUR ORDER NO:
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949100 ILO001-A	300.00	300.00	EACH	12.0000	3600.00	E

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MULE-00214

*MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
MULE LIGHTING, INC.
BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F:941-2929

SUBTOTAL	3600.00
TAX	0.00
PAYMENTS	0.00
TOTAL	3600.00

MULE EMERGENCY LIGHTING

46 BAKER STREET PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 096019

INVOICE DATE: 09/11/02 Order 096019

PAGE 1

D ENTERGY
3734 TULANE AVENUE
NEW ORLEANS, LA
ATTN: DANE SMITH
70161

SHIP TO: ENTERGY
3734 TULANE AVENUE
NEW ORLEANS, LA
ATTN: DANE SMITH
70161

SHIP VIA: B
SHIP DATE: 09/11/02
DUE DATE: 10/11/02
TERMS: 30

CUST. ID: 09929
P.O. NUMBER: DSO911
P.O. DATE: 09/11/02
OUR ORDER NO:
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949100 IL0001-A (AMBER)	1.00	1.00	EACH	12.0000	12.00	E
949150 IL0002-R (RED)	1.00	1.00	EACH	12.0000	12.00	E
949170 IL0003-G (GREEN)	1.00	1.00	EACH	22.0000	22.00	E
949190 IL0004-B (BLUE)	1.00	1.00	EACH	24.0000	24.00	E
949400EN IL0005-W (WHITE)	1.00	1.00	EACH	24.0000	24.00	E
IGHT					7.28	E

Patricia Leforte
MC: 5567-0900-0032-5170
6106

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MULE-00215

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
E LIGHTING, INC.
BAKER STREET
VIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	101.28
TAX	0.00
PAYMENTS	0.00
TOTAL	101.28

MULE EMERGENCY LIGHTING

46 BAKER STREET
 PROVIDENCE, RI
 02905
 WWW.MULELIGHTING.COM
 401-941-4446
 FAX: 401-941-2929

INVOICE # 092222

INVOICE NUMBER: 92222A
 INVOICE DATE: 02/06/02
 PAGE: 1
 Order 092222

LD U.S. POSTAL SERVICE-BMC
 4900 SPEAKER ROAD
 KANSAS CITY, KS.
 ATTN: KEN HIX
 661.06-9726

SHIP TO: U.S. POSTAL SERVICE-BMC
 4900 SPEAKER ROAD
 KANSAS CITY, KS.
 MARK: PO#02-M-237H
 661.06-9726

SHIP VIA: A
 SHIP DATE: 02/06/02
 DUE DATE: 03/08/02
 TERMS: 30

CUST. ID: 50234
 P.O. NUMBER: 02-M-237H
 P.O. DATE: 12/11/01
 OUR ORDER NO.
 SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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25949179 HALIL0003-G O COMPLETE BACKORDER	5.00	5.00	EA	35.2200	176.10	E
---	------	------	----	---------	--------	---

RS W/ N# 4716-0903-0002-4887
 6/04

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MULE-00216

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS
 MULE LIGHTING, INC.
 46 BAKER STREET
 PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL:	176.10
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	176.10

MULE EMERGENCY LIGHTING

5 VALLEY STREET
 OVIDENCE, ~~HI~~
 908
 W: MULELIGHTING.COM
 1-521-6853
 X: 401-521-6856

INVOICE

INVOICE NUMBER: 092222

INVOICE DATE: 01/28/02 Source: Order: 092222

PAGE 1

D U.S. POSTAL SERVICE-BMC
 4900 SPEAKER ROAD
 KANSAS CITY, KS
 ATTN: KEN HIX
 66106-9726

SHIP TO: U.S. POSTAL SERVICE-BMC
 4900 SPEAKER ROAD
 KANSAS CITY, KS
 MARK: P0#02-M-237H
 66106-9726

SHIP VIA: A
 SHIP DATE: 01/28/02
 DUE DATE: 02/27/02
 TERMS: 30

CUST ID: 50234
 P.O. NUMBER: 02-M-237H
 P.O. DATE: 12/11/01
 OUR ORDER NO.:
 SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949109 AL11000A-A	9.00	9.00	EACH	31.0900	279.81	E
IGHT VIA U.S. POSTAL SERVICE D W/VISA#4716-0963-0002-4887 EXP. 04					5.75	E

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

MULE-00217

MULE ACCEPTS VISA, MASTERCARD & AMERICAN
 EXPRESS. CONTACT A/R FOR DETAILS ***

SUBTOTAL:	285.56
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	285.56

MULE EMERGENCY LIGHTING

VALLEY STREET
 WINDENGE, RI
 08
 MULELIGHTING.COM
 401-521-6853
 401-521-6856

INVOICE

INVOICE NUMBER: 092809
 INVOICE DATE: 01/28/02
 Source: Order 092809

PAGE: 1

GRAYBAR ELECT. CO. - BILLING
 VENDOR ID#4332656/
 P.O. BOX 78099
 ST. LOUIS, MO.
 63178

SHIP TO

MARYLAND TRANS. AUTHORITY
 850 REVELL HWY/BAY BRIDGE
 ADMIN BLDG. ATN: BOB WOJIK
 ANNAPOLIS, MD
 21401

SHIP VIA: B
 SHIP DATE: 01/28/02
 DUE DATE: 02/27/02
 TERMS: 30

CUST. ID: 12915
 P.O. NUMBER: 02234381
 P.O. DATE: 01/28/02
 OUR ORDER NO.
 SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
9400EN 0005-W-CL VISA-1041 REL: @0125021	12.00	12.00	EACH	28.0000	336.00	E
INT					6.90	E

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

MULE-00218

MULE ACCEPTS VISA, MASTERCARD & AMERICAN
 EXPRESS. CONTACT A/R FOR DETAILS ***

SUBTOTAL:	342.90
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	342.90

MULE EMERGENCY LIGHTING

INVOICE 093052

INVOICE NUMBER: 093052

Source:

INVOICE DATE: 02/21/02 Order: 093052

PAGE: 1

GRAYBAR ELECT.CO.-DES MOI
 VENDOR ID#4332656/
 P.O. BOX 73099
 ST. LOUIS, MO.
 63178

SHIP TO: ANAMOSA ST PENITENTIARY
 BUS. OFFICE-MK:411QW037002
 406 NORTH HIGH ST./X214
 ANAMOSA, IA.
 52205

SHIP VIA: B
 SHIP DATE: 02/21/02
 DUE DATE: 03/23/02
 TERMS: 30

CUST. ID: 12915
 P.O. NUMBER: 12143981
 P.O. DATE: 02/14/02
 OUR ORDER NO.:
 SALESPERSON:

ITEM ID / DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949400EN IL0005-W-FR	10.00	10.00	EACH	26.5000	265.00	E
IGHT					7.84	E

**CONFIDENTIAL-
 TRIAL COUNSEL
 ONLY**

MULE-00219

*MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
 LE LIGHTING, INC.
 BAKER STREET
 PROVIDENCE, RI 02905 401-941-4446 F:941-2929

SUBTOTAL	265.00
TAX	0.00
PAYMENTS	0.00
TOTAL	265.00

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 093651

INVOICE DATE: 03/27/02 Source: Order 093651

PAGE 1

GRAYBAR ELECT. CO. - BILLING
VENDOR ID#4332656/
P.O. BOX 78099
ST. LOUIS, MO.
63178

SHIP TO: GRAYBAR ELECT. CO. INC.
3701 EAST MONUMENT STREET
BALTIMORE, MD
MARK AMEX LARRY
21205

SHIP VIA: B
SHIP DATE: 03/27/02
DUE DATE: 04/26/02
TERMS: 30

CUST ID: 12915
P.O. NUMBER: 02236711
P.O. DATE: 03/27/02
OUR ORDER NO:
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
49170 L0003-G	6.00	6.00	EACH	23.5000	141.00	E
49190 L0004-B	6.00	6.00	EACH	25.0000	150.00	E
GHT					7.09	E

**CONFIDENTIAL
TRIAL COUNSEL
ONLY**

MULE-00220

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
MULE EMERGENCY LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	298.09
TAX	0.00
PAYMENTS	0.00
TOTAL	298.09

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 096037

Source:

INVOICE DATE: 09/17/02 Order 096037

PAGE: 1

STANDARD LIGHTING DIST.
4141-A BARRINGER DRIVE
CHARLOTTE, N.C.
28217

SHIP TO: STANDARD LIGHTING DIST.
4141-A BARRINGER DRIVE
CHARLOTTE, N.C.
28217

SHIP VIA: B
SHIP DATE: 09/17/02
DUE DATE: 10/17/02
TERMS: 30

CUST. ID: 26468
P.O. NUMBER: 0001170
P.O. DATE: 09/12/02
OUR ORDER NO:
SALESPERSON:

ITEM ID / DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
15949400EN	2.00	2.00	EACH	56.70000	113.40	E
QUICK TURN BULBS ONLY	40.00	40.00	EACH	4.25000	170.00	E
15949400EN	1.00	1.00	EACH	25.0000	25.00	E
15949400EN						
EIGHT					13.32	E

**CONFIDENTIAL
TRIAL COUNSEL
ONLY**

MULE-00221

*MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
MULE LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	576.32
TAX	0.00
PAYMENTS	0.00
TOTAL	576.32

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 095015

Source:
INVOICE DATE: 07/08/02 Order: 095015

PAGE: 1

CAMERON & BARKLEY CO.
AP CENTER
P.O. BOX 118098
CHARLESTON, S.C.
29423-8098

SHIP TO: CAMERON & BARKLEY CO.
150 CHATHAM PARKWAY
SAVANNAH, GA.
31408

SHIP VIA: B
SHIP DATE: 07/08/02
DUE DATE: 08/07/02
TERMS: 30

CUST. ID: 05153
P.O. NUMBER: 17-95010-P
P.O. DATE: 07/08/02
OUR ORDER NO:
SALESPERSON:

ITEM ID/DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
249150 IL0002-R	17.00	17.00	EACH	14.8500	252.45	E
249170 IL0003-G	17.00	17.00	EACH	23.5000	399.50	E
249159 ALIL0002-R	17.00	17.00	EACH	14.8500	252.45	E
249179 ALIL0003-G	17.00	17.00	EACH	23.5000	399.50	E
LIGHT					15.22	E

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TRIAL COUNSEL
ONLY**

MULE-00222

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
E LIGHTING, INC.
BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL:	1319.12
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	1319.12

0. *

1412.00 +

10.00 +

4.00 +

8.00 +

203.00 +

120.00 +

46.00 +

55.00 +

36.00 +

4.00 +

159.00 +

1.00 +

1.00 +

1.00 +

1.00 +

1.00 +

1.00 +

8.00 +

845.00 +

74.00 +

5.00 +

1.00 +

2.00 +

6.00 +

MULE-00223

024.....

3004.00 *

1.00 +

30.00 +

30.00 +

20.00 +

20.00 +

20.00 +

1400.00 +

24.00 +

50.00 +

120.00 +

2.00 +

2.00 +

014.....

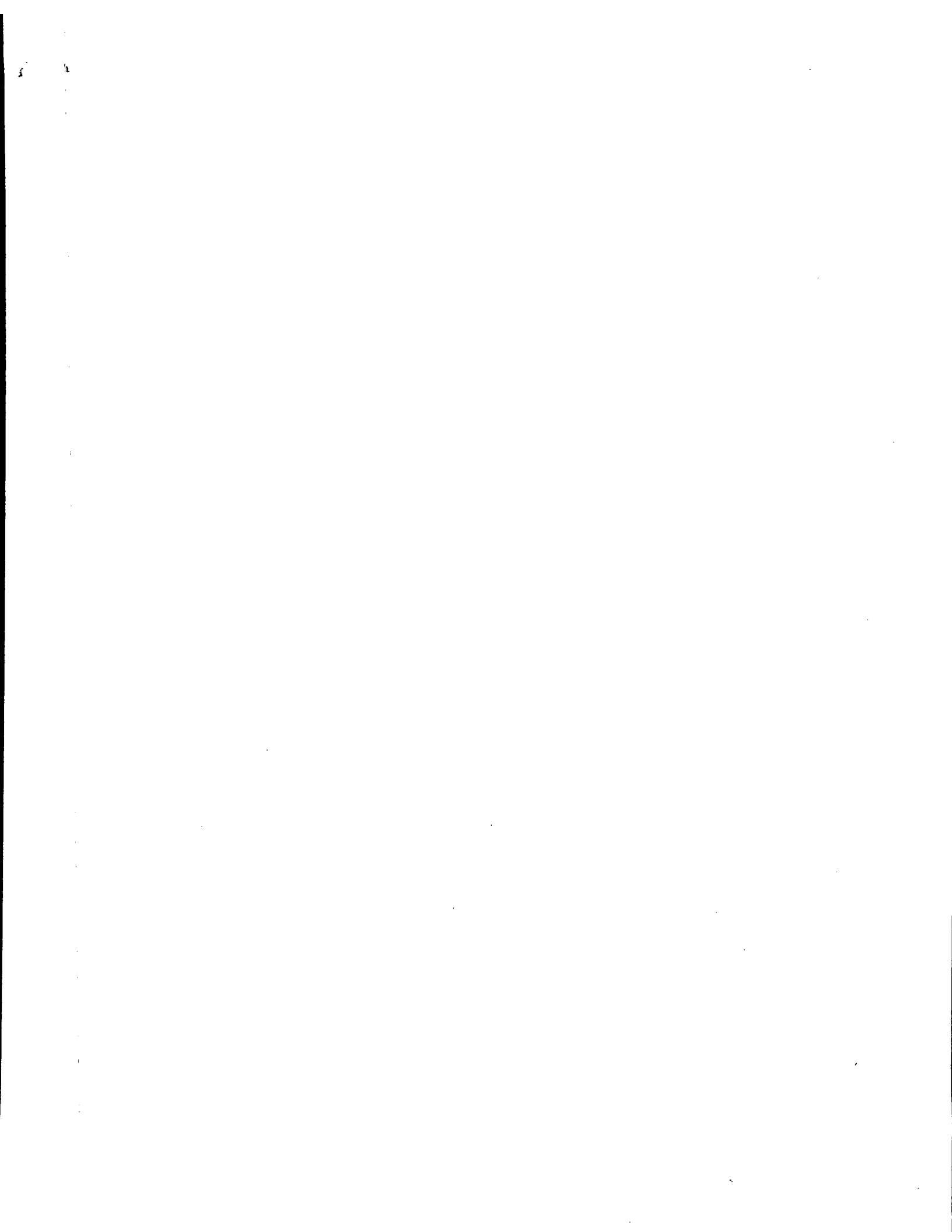
1726.00 *

0. *

CONFIDENTIAL
TRIAL COUNSEL
ONLY

635

let



M
 RUN DATE: 11/26/03
 RUN TIME: 1:15 PM

MULE LIGHTING, INC.
 Inventory Control
 Year To Date Report

DEPARTMENT: 325 ITEM TYPE: P
 Exclusion Date: 11/30/03

TOTAL UNIT
 SALES =

ITEM #	P C	DESCRIPTION	NET SALES		COST OF GOODS SOLD		MARGIN		AVG SELLING PRICE
			UNITS	AMOUNT	AMOUNT	% SALES	AMOUNT	% SALES	
7102	A	DCO ALUM REFLECTOR	4.00	38.00	18.00	50.00	18.00	39.00	0.0000
7111	A	DST-11	25.00	312.90	253.75	81.10	59.15	18.90	12.5160
7116	A	DST-18	67.00	904.50	770.50	85.19	134.00	14.81	13.5000
7123	A	DST-23	10.00	135.00	110.00	81.48	25.00	10.52	13.5000
7123MSC	A	MSC#62036785 DST-23	21.00	341.04	241.50	70.81	99.54	29.19	16.2400
7215MSC	A	MSC#62036918 ST15GL1	16.00	207.88	152.00	73.12	55.88	26.88	12.9925
7223MSC	A	MSC#62036774 ST23GL1	24.00	311.76	228.00	73.13	83.76	26.87	12.9900
7315MSC	A	MSC#62036876 ST15-CP	6.00	77.94	57.00	73.13	20.94	26.87	12.9900
7318MSC	A	MSC#62036884 ST16-CP	6.00	77.94	57.00	73.13	20.94	26.87	12.9900
7323MSC	A	MSC#62036892 ST23-CP	54.00	701.46	513.00	73.13	188.46	26.87	12.9900
7423MSC	A	MSC#62036967 ST23GL2	1.00	19.50	10.50	53.85	9.00	46.15	19.5000
7526	A	2ST-26	7.00	108.74	84.91	78.11	23.80	21.89	15.5300
7532	A	2ST-32	17.00	324.20	244.39	72.61	79.81	35.61	18.8382
8012	L	(2)LED LAMPS-CS	10.00	150.00	100.00	62.50	60.00	37.50	16.0000
8015	L	(2) LED LAMPS-DC	22.00	924.00	687.00	74.68	237.00	78.57	42.0000
8025	L	(2) LED LAMPS-HB	192.00	2831.36	1728.00	61.03	1103.36	38.97	14.7467
85100	L	(2)LED LAMPS-HW W/BR	5188.00	38730.08	19293.95	47.82	19436.13	50.18	12.1487
8200BP	L	QUICK FIT BUIPS-GRN	7319.00	89174.72	47573.50	53.35	41601.22	46.65	12.1840
8200BPMSC	A	MSC624008 8200BP	340.00	4505.00	2193.00	48.68	2312.00	51.32	13.2500
8300BP	L	SHOES QUICK-FIT-UH	773.00	10991.60	5758.85	52.39	5232.75	47.61	14.2194
8402	L	(2)LED LAMPS-CS-GRN	283.00	5652.25	3452.60	61.08	2199.65	38.92	19.9726
8402HW	A	GRN-HW LED KIT W/BRK	186.00	3761.00	2418.00	64.29	1343.00	35.71	20.2200
8450	L	(2) LED LAMPS-UH-GRN	587.00	12483.45	7044.00	56.43	5439.45	43.57	21.2660
949100	L	L1L0001-A	1412.00	30384.40	8189.60	26.95	22194.80	73.05	21.5187
949109	L	HALILODDA-A	10.00	160.00	58.00	36.25	102.00	63.75	16.0000
949110	A	NR16-WHITE	4.00	136.00	93.80	68.97	42.20	31.03	34.0000
949150	A	FASTOON-WHITE	8.00	272.00	166.72	61.29	105.28	38.71	34.0000
949150	L	L1L0002-R	203.00	3203.10	923.65	28.84	2279.45	71.16	15.7788
949150WP	E	L1L0002-R-WP	120.00	2160.00	474.00	21.94	1686.00	78.06	18.0000
949159	L	HALILODD2-R	46.00	760.35	209.30	27.53	551.05	72.47	16.5293
949170	L	L1L0003-G	55.00	1385.30	357.50	25.81	1027.80	74.19	25.1873
949179	L	HALILODD3-G	36.00	918.50	234.00	25.48	684.50	74.52	25.5139
949190	L	L1L0004-B	4.00	101.10	75.20	74.38	25.90	25.62	25.2750
949190EN	A	L1L0004-B-FR	159.00	6331.70	2226.00	35.16	4105.70	64.84	39.8220
949310	A	LDL-R-120-FR	1.00	7.00	1.95	27.86	5.05	72.14	7.0000
949320	A	LDL-G-120-FR	1.00	13.00	8.50	65.38	4.50	34.62	13.0000
949342	A	LDL-B-12V-FR	1.00	15.00	8.50	56.67	6.50	43.33	15.0000
949350	A	LDL-CW-120-FR	1.00	14.00	10.00	71.43	4.00	28.57	14.0000
949360	A	LDL-WW-120-FR	1.00	17.00	8.50	50.00	8.50	50.00	17.0000
949361	A	LDL-WW-120-CL	1.00	14.00	10.00	71.43	4.00	28.57	14.0000
949400	L	L1L0005-W	8.00	235.00	172.00	73.19	63.00	26.81	29.3750
949400EN	A	L1L0005-W-FR	845.00	21476.05	12675.00	59.02	8801.05	40.98	25.4154
949410WP	A	LED-R-120-FR-WP	74.00	1332.00	292.30	21.94	1039.70	78.06	18.0000
949420	A	LED-G-120-FR	5.00	113.00	60.00	53.10	53.00	46.90	22.6000
949430	A	LED-A-120-FR	1.00	16.00	2.65	16.56	13.35	83.44	16.0000
949431	A	LED-A-120-CL	2.00	40.00	10.40	26.00	29.60	74.00	20.0000
949440	A	LED-B-120-FR	6.00	126.00	72.00	57.14	54.00	42.86	21.0000

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MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 100766

Source:

INVOICE DATE: 07/22/03 Order: 100766

PAGE: 1

ROYAL WHOLESALE ELECTRIC
10096 6TH STREET-UNIT B
RANCHO CUCAMONGA, CA.
91730

SHIP TO: ROYAL WHOLESALE ELECTRIC
10096 6TH STREET-UNIT B
RANCHO CUCAMONGA, CA.
91730

SHIP VIA: B
SHIP DATE: 07/22/03
DUE DATE: 08/21/03
TERMS: 30

CUST. ID: 23709
P.O. NUMBER: 6046HWS9201229
P.O. DATE: 07/21/03
OUR ORDER NO.
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949150 ED-R-120-CL	1.00	1.00	EACH	13.0000	13.00	E
IGHT					5.25	E

**CONFIDENTIAL-
TRIAL COUNSEL
ONLY**

MULE-00225

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
MULE LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL:	18.25
TAX:	0.00
PAYMENTS:	0.00
TOTAL:	18.25

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905
(401) 941-4446 • FAX: (401) 941-2929
www.mulelighting.com

INVOICE

INVOICE NUMBER: 102498

INVOICE DATE: 11/04/03 Source:
Order: 102498

PAGE: 1

GRAYBAR ELECT.CO.-BILLING
VENDOR ID#4332656/
P.O. BOX 78099
ST. LOUIS, MO.
63178

SHIP TO: WINTER HAVEN HOSPITAL FL
200 AVE F, N.E.
WINTER HAVEN, FL
MARK: E003912
33880

SHIP VIA: B
SHIP DATE: 11/04/03
DUE DATE: 12/04/03
TERMS: 30

CUST. ID: 12915
P.O. NUMBER: 06101280
P.O. DATE: 11/04/03
OUR ORDER NO.
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
749200EN ED-CW-120-FR	30.00	30.00	EACH	23.0000	690.00	E
IGHT					9.48	E

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TRIAL COUNSEL
ONLY**

MULE-00226

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
E LIGHTING, INC.
BAKER STREET
VIDENCE, RI 02905 401-941-4446 F:941-2929

SUBTOTAL	699.48
TAX	0.00
PAYMENTS	0.00
TOTAL	699.48

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 102499

Source:

INVOICE DATE: 11/04/03 Order: 102499

PAGE: 1

GRAYBAR ELECT. CO. - BILLING
VENDOR ID#4332656/
P.O. BOX 78099
ST. LOUIS, MO.
63178

SHIP TO: WINTER HAVEN HOSPITAL, FL
200 AVE. F., N.E.
WINTER HAVEN, FL
MARK: E003927 REL: 032441
33880

SHIP VIA: B
SHIP DATE: 11/04/03
DUE DATE: 12/04/03
TERMS: 30

CUST. ID: 12915
P.O. NUMBER: 06101287
P.O. DATE: 11/04/03
OUR ORDER NO.:
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
249400EN ED-CW-120-FR	30.00	30.00	EACH	23.0000	690.00	E
IGHT					9.48	E

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MULE-00227

MULE HAS MOVED. PLEASE NOTE NEW ADDRESS**
E LIGHTING, INC.
BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	699.48
TAX	0.00
PAYMENTS	0.00
TOTAL	699.48

MULE EMERGENCY LIGHTING

40 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 098184

Source:

INVOICE DATE: 02/14/03 Order: 098184

PAGE 1

VOSS LIGHTING
4615 MCLEOD N.E.
ALBUQUERQUE, N.M.
87109-2120

SHIP TO: VOSS LIGHTING
4615 MCLEOD N.E.
ALBUQUERQUE, N.M.
87109-2120

SHIP VIA: B
SHIP DATE: 02/14/03
DUE DATE: 03/16/03
TERMS: 30

CUST ID: 31712
P.O. NUMBER: 7042461-MUE
P.O. DATE: 02/11/03
OUR ORDER NO.
SALESPERSON: SWEETL

ITEM ID / DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
49150 L0002-R	20.00	20.00	EACH	14.8500	297.00	E
49170 L0003-Q	20.00	20.00	EACH	23.5000	470.00	E
GHT					10.68	E

ENTERED FEB 28 2003

Sweetl
76-70

CONFIDENTIAL
TRIAL COUNSEL
ONLY

MULE-00228

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
LIGHTING, INC.
BAKER STREET
PROVIDENCE, RI 02905 (401) 941-4446 F: 941-2929

SUBTOTAL	777.68
TAX	0.00
PAYMENTS	0.00
TOTAL	777.68

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 098250

Source:

INVOICE DATE: 03/04/03 Order: 098250

PAGE: 1

GRAYBAR ELECT. CO. - PHOENIX
VENDOR ID#4332656/
P.O. BOX 78099
ST. LOUIS, MO
63178

SHIP TO: MAYO HOSPITAL (ELECT.)
5777 EA. MAYO BLVD.
PHOENIX, AZ #PH169600
ATTN: REC'D/MARK SMITH
85054

SHIP VIA: E
SHIP DATE: 03/04/03
DUE DATE: 04/03/03
TERMS: 30

CUST. ID: 12915
P.O. NUMBER: 17303197
P.O. DATE: 02/17/03
OUR ORDER NO.
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
49400EN D-CW-120-CL	12.00	12.00	EACH	23.0000	276.00	E
GHT					8.15	E

**CONFIDENTIAL
TRIAL COUNSEL
ONLY**

MULE-00229

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
E LIGHTING, INC.
BAKER STREET
VIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	284.15
TAX	0.00
PAYMENTS	0.00
TOTAL	284.15

MULE EMERGENCY LIGHTING

76 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 100545

Source:

INVOICE DATE: 07/08/03 Order: 100545

PAGE: 1

GRAYBAR ELECT. CO. - BILLING
VENDOR ID#4332656/
P.O. BOX 78099
ST. LOUIS, MO.
63178

SHIP TO: PUBLIX SUPER MARKETS-GM
DOCKLIGHTS 3045 NEW TAMPA
HWY-PRODUCE FORKLIFT SHOP
BLDG #46 LAKELAND, FL.
33815

SHIP VIA: C
SHIP DATE: 07/08/03
DUE DATE: 08/07/03
TERMS: 30

CUST. ID: 12915
P.O. NUMBER: 0619641J
P.O. DATE: 07/07/03
OUR ORDER NO.
SALESPERSON:

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949170 IL0003-G	6.00	6.00	EACH	24.0000	144.00	E
949150 IL0002-R P VIA UPS FREIGHT COLLECT & CHARGE TOMER'S UPS ACCOUNT #362566 K FOR: IC8716	9.00	9.00	EACH	11.0000	99.00	E

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MULE-00230

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
E LIGHTING, INC.
BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F:941-2929

SUBTOTAL	243.00
TAX	0.00
PAYMENTS	0.00
TOTAL	243.00

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 101525

Source:

INVOICE DATE: 10/28/03 Order: 101525

PAGE: 1

HARRAH'S LAU HOTEL AND
CASINO-ATTN: ACCTS. PAYABLE
2900 SOUTH CASINO DRIVE
LAUGHLIN, NV.
89029

SHIP TO: HARRAH'S LAU HOTEL AND
CASINO-ATTN: BOB NEFF
2900 SOUTH CASINO DRIVE
LAUGHLIN, NV.
89029

SHIP VIA: A
SHIP DATE: 10/28/03
DUE DATE: 11/27/03
TERMS: 30

CUST ID: 13465
P.O. NUMBER: 00072742
P.O. DATE: 09/04/03
OUR ORDER NO.:
SALESPERSON: LED

ITEM I D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
-----------------	---------	---------	------	-------	-----	----

249100 ED-A-120-FR-WF-SP 39 LED'S	1400.00	1400.00	EACH	21.5000	30100.00	E
---	---------	---------	------	---------	----------	---

**CONFIDENTIAL
TRIAL COUNSEL
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MULE-00231

MULE HAS MOVED. PLEASE NOTE NEW ADDRESS***
E-LIGHTING, INC.
BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	30100.00
TAX	0.00
PAYMENTS	0.00
TOTAL	30100.00

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 102428

Source:

INVOICE DATE: 11/18/03 Order: 102428

PAGE: 1

UNITED STATES ENRICHMENT
CORP-ATN: ACCOUNTS PAYABLE
P.O. BOX 628, MS-6006
PIKETON, OH.
45661

SHIP TO: UNITED STATES ENRICHMENT
CORP-ATN: JEN BROWN
5600 HOBBS ROAD
PADUCAH, KY.
42001

SHIP VIA: C
SHIP DATE: 11/18/03
DUE DATE: 12/18/03
TERMS: 30

CUST. ID: 28972
P.O. NUMBER: 650742
P.O. DATE: 10/29/03
OUR ORDER NO:
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949410WP ED-R-120-FR-WP P. FED-EX USING ACCT# 1138-1886-7	24.00	24.00	EACH	18.0000	432.00	E

**CONFIDENTIAL-
TRIAL COUNSEL
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MULE-00232

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
E LIGHTING, INC.
BAKER STREET
VIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	432.00
TAX	0.00
PAYMENTS	0.00
TOTAL	432.00

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 102650

Source:

INVOICE DATE: 11/18/03 Order: 102650

PAGE: 1

UNITED STATES ENRICHMENT
CORP-ATN:ACCOUNTS PAYABLE
P.O. BOX 628,MS-6006
PIKETON, OH.
45661

SHIP TO: UNITED STATES ENRICHMENT
CORP-ATN:JEN BROWN
5600 HOBBS ROAD
PADUCAH, KY
42001

SHIP VIA: C
SHIP DATE: 11/18/03
DUE DATE: 12/18/03
TERMS: 30

CUST ID: 28272
P.O. NUMBER: 650742-ADD
P.O. DATE: 11/12/03
OUR ORDER NO:
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
49410WP D-R-120-FR-WP FED-EX USING ACCT# 1138-1886-7	50.00	50.00	EACH	18.0000	900.00	E

**CONFIDENTIAL
TRIAL COUNSEL
ONLY**

MULE-00233

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
MULE LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 (401) 941-4446 F: 941-2929

SUBTOTAL	900.00
TAX	0.00
PAYMENTS	0.00
TOTAL	900.00

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 100894

Source:

INVOICE DATE: 07/28/03 Order: 100894

PAGE: 1

UNITED STATES ENRICHMENT
CORP-ATTN: ACCOUNTS PAYABLE
P.O. BOX 628 MS-6006
PIKETON, OH
45661

SHIP TO: UNITED STATES ENRICHMENT
CORP-5600 HOBBS ROAD
PADUCAH, KY
42001

SHIP VIA: 0
SHIP DATE: 07/28/03
DUE DATE: 08/27/03
TERMS: 50

CUST ID: 28972
P.O. NUMBER: 645923
P.O. DATE: 07/28/03
OUR ORDER NO:
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949150WP ED-R-120-FR-WP P. VIA UPS FREIGHT COLLECT & CHARGE TOMER'S UPS ACCOUNT #448-137	120.00	120.00	EACH	18.0000	2160.00	E

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TRIAL COUNSEL
ONLY**

MULE-00234

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
MULE LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	2160.00
TAX	0.00
PAYMENTS	0.00
TOTAL	2160.00

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 100155

Source:

INVOICE DATE: 06/10/03 Order: 100155

PAGE: 1

UNITED STATES ENRICHMENT
CORP-ATTN: ACCOUNTS PAYABLE
P.O. BOX 628, MS-6006
PIKETON, OH
45661

SHIP TO: U.S. ENRICHMENT CORP
5600 HOBBS ROAD
PADUCAH, KY
42001

SHIP VIA: C
SHIP DATE: 06/10/03
DUE DATE: 07/10/03
TERMS: 30

CUST ID: 28972
P.O. NUMBER: 643691
P.O. DATE: 06/10/03
OUR ORDER NO:
SALESPERSON: LED

ITEM I.D./DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949150 ED-R-120-FR	1.00	1.00	EACH	16.0000	16.00	E
949400EN ED-CW-120-FR	1.00	1.00	EACH	30.0000	30.00	E
P VIA UPS FREIGHT COLLECT & CHARGE CUSTOMER'S UPS ACCOUNT #448-137						

**CONFIDENTIAL
TRIAL COUNSEL
ONLY**

MULE-00235

*MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
MULE LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	46.00
TAX	0.00
PAYMENTS	0.00
TOTAL	46.00

MULE EMERGENCY LIGHTING

45 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 098205

INVOICE DATE: 02/28/03 Source: Order: 098205

PAGE: 1

VOSS LIGHTING-BILLING
P.O. BOX 22159
LINCOLN, NE.
68542

SHIP TO: VOSS LIGHTING
11420 FERRELL, STE. 304
DALLAS, TX
75234

SHIP VIA: B
SHIP DATE: 02/28/03
DUE DATE: 03/30/03
TERMS: 30

CUST. ID: 31710
P.O. NUMBER: 4044134-MUE
P.O. DATE: 02/13/03
OUR ORDER NO.
SALESPERSON: LED

ITEM ID / DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
9800 -WW-120-CL	1.00	1.00	EACH	12.2500	12.25	E
9800 -WW-120-FR	1.00	1.00	EACH	12.2500	12.25	E
HI					5.85	E

**CONFIDENTIAL
TRIAL COUNSEL
ONLY**

MULE-00236

WE HAS MOVED, PLEASE NOTE NEW ADDRESS***
MULE LIGHTING, INC.
45 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F:941-2929

SUBTOTAL	30.35
TAX	0.00
PAYMENTS	0.00
TOTAL	30.35

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 098639

Supplier:

INVOICE DATE: 03/10/03 Order: 098639

PAGE: 1

STANDARD LIGHTING DIST.
4141-A BARRINGER DRIVE
CHARLOTTE, N.C.
28217

SHIP TO: STANDARD LIGHTING DIST.
4141-A BARRINGER DRIVE
CHARLOTTE, N.C.
28217

SHIP VIA: B
SHIP DATE: 03/10/03
DUE DATE: 04/09/03
TERMS: 30

CUST. ID: 26468
P.O. NUMBER: 0002244
P.O. DATE: 03/10/03
OUR ORDER NO.
SALESPERSON

ITEM ID / DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949400EN L0005-W-NO COVER 3/10/03	7.00	7.00	EACH	25.0000	175.00	E
LIGHT					6.65	E

**CONFIDENTIAL
TRIAL COUNSEL
ONLY**

MULE-00237

MULE HAS MOVED. PLEASE NOTE NEW ADDRESS***
E LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	181.65
TAX	0.00
PAYMENTS	0.00
TOTAL	181.65

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 099215

Source:

INVOICE DATE: 04/09/03 Order: 099215

PAGE 1

STANDARD LIGHTING DIST.
4141-A BARRINGER DRIVE
CHARLOTTE, N.C.
28217

SHIP TO: STANDARD LIGHTING DIST.
4141-A BARRINGER DRIVE
CHARLOTTE, N.C.
28217

SHIP VIA: B
SHIP DATE: 04/09/03
DUE DATE: 05/09/03
TERMS: 30

CUST. ID: 26463
P.O. NUMBER: 0002419
P.O. DATE: 04/09/03
OUR ORDER NO:
SALESPERSON:

ITEM ID / DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
949400EN IL0005-W-FR DUDE NEW MULE CATALOG W/PRICE SHEET ATTN: BILL BUDNICK	3.00	3.00	EACH	25.0000	75.00	E
IGHT					6.98	E

**CONFIDENTIAL
TRIAL COUNSEL
ONLY**

MULE-00238

MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
E LIGHTING, INC.
BAKER STREET
VIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	81.98
TAX	0.00
PAYMENTS	0.00
TOTAL	81.98

MULE EMERGENCY LIGHTING

46 BAKER STREET, PROVIDENCE, RI 02905

(401) 941-4446 • FAX: (401) 941-2929

www.mulelighting.com

INVOICE

INVOICE NUMBER: 100149

Source:

INVOICE DATE: 06/10/03 Order: 100149

PAGE: 1

D STANDARD LIGHTING DIST.
1026 JAY STREET
CHARLOTTE, N.C.
28208

SHIP TO: STANDARD LIGHTING DIST.
1026 JAY STREET
CHARLOTTE, N.C.
28208

SHIP VIA: A
SHIP DATE: 06/10/03
DUE DATE: 07/10/03
TERMS: 30

CUST ID: 26468
P.O. NUMBER: 0002763
P.O. DATE: 06/10/03
OUR ORDER NO:
SALESPERSON:

ITEM ID / DESC.	ORDERED	SHIPPED	UNIT	PRICE	NET	TX
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949400EN ILO005-W (NO GLOBE) OYE GLOBES PER CUSTOMER REQUEST. SPECIAL ORDER, LAMPS ARE NON-RETURNABLE.	207.00	207.00	EACH	22.5000	4657.50	E
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**CONFIDENTIAL
TRIAL COUNSEL
ONLY**

MULE-00239

*MULE HAS MOVED, PLEASE NOTE NEW ADDRESS***
MULE EMERGENCY LIGHTING, INC.
46 BAKER STREET
PROVIDENCE, RI 02905 401-941-4446 F: 941-2929

SUBTOTAL	4657.50
TAX	0.00
PAYMENTS	0.00
TOTAL	4657.50

Total Purchased

00 *
200.00 +
300.00 +
130.00 +
150.00 +
4300.00 +
2200.00 +
4600.00 +
6000.00 +
5000.00 +
1000.00 +
500.00 +
330.00 +
300.00 +
75.00 +
CONFIDENTIAL
TRIAL EDITION
ONLY
14
22
023...
36265.00 *

MULE-00240

RUN DATE: 08/31/04
 RUN TIME: 12:54 PM

MULE LIGHTING, INC.
 Inventory Control
 Year To Date Report

14

DEPARTMENT: 325 ITEM TYPE: P
 Exclusion Date: 08/31/04

ITEM #	P C	DESCRIPTION	NET SALES		COST OF GOODS SOLD		MARGIN		AVG SELLING PRICE
			UNITS	AMOUNT	AMOUNT	% SALES	AMOUNT	% SALES	
147426MSC	A	MSC#62036975 ST26GL2	12.00	217.68	126.00	57.88	91.68	42.12	18.1400
147532MSC	A	MSC#62036801 2ST-32	103.00	1672.72	1158.75	69.27	513.97	30.73	16.2400
148012	L	(2)LED LAMPS-CS	9.00	134.00	90.00	67.16	44.00	32.84	14.8889
148015	L	(2)LED LAMPS-UN-WHT.	698.00	21993.00	6072.60	27.61	15920.40	72.39	31.5086
148025	L	(2) LED LAMPS-M8	23.00	407.00	207.00	50.86	200.00	49.14	17.6957
148100	L	(2)LED LAMPS-HW W/BR	1735.00	22874.85	9716.00	42.47	13158.85	57.53	13.1844
148200B	A	QUICK-FIT UN(2)LAMPS	243.00	2486.80	959.85	38.60	1526.95	61.40	10.2337
148200BP	L	QUICK FIT BULBS UNIV	4336.00	50085.80	28184.00	56.27	21901.80	43.73	11.5512
148200BPMSC	A	MSC62400841 948200BP	320.00	4240.00	2064.00	48.68	2176.00	51.32	13.2500
148300BP	L	SHORT QUICK-FIT-UN	381.00	3753.10	2465.85	65.70	1287.15	34.30	11.3387
148402	L	(2)LED LAMPS-CS-GRN.	36.00	838.00	689.20	52.41	398.80	47.59	23.2778
148402HW	A	GRN-HW.LED KIT W/BRK	120.00	2411.00	1560.00	64.70	851.00	35.30	20.0917
148450	L	(2) LED LAMPS-UN-GRM	341.00	7000.70	4092.00	58.45	2908.70	41.55	20.5299
149110	A	MR16-WHITE	31.00	1043.00	726.95	69.70	316.05	30.30	33.6452
149120	A	SPOT-WHITE	69.00	2422.00	1797.45	74.21	624.55	25.79	35.1014
149130	A	FASTOON-WHITE	80.00	2487.00	1467.20	67.04	819.80	32.96	31.0875
149150WP	E	LIL0002-R-WP	50.00	950.00	197.50	20.79	752.50	79.21	19.0000
149221	A	R50-G-120-CL	1.00	16.45	8.50	51.67	7.95	48.33	16.4500
149251	A	R50-CW-120-CL	2.00	41.00	17.00	41.46	24.00	58.54	20.5000
149260	A	R50-WW-120-CL	4.00	81.60	40.00	49.02	41.60	50.98	20.4000
149310	A	LDL-R-120-FR	12.00	152.00	23.40	15.39	128.60	84.61	12.6667
149311	A	LDL-R-120-CL	30.00	255.00	58.50	22.94	196.50	77.06	8.5000
149320	A	LDL-G-120-FR	2.00	40.00	17.00	42.50	23.00	57.50	20.0000
149330	A	LDL-A-120-FR	4.00	40.00	10.00	25.00	30.00	75.00	10.0000
149331	A	LDL-A-120-CL	8.00	53.50	20.00	37.38	33.50	62.62	6.6875
149350	A	LDL-CW-120-FR	36.00	677.00	360.00	53.18	317.00	46.82	18.8056
149351	A	LDL-CW-120-CL	543.00	7296.40	4344.00	59.54	2952.40	40.46	13.4372
149360	A	LDL-WW-120-FR	11.00	242.00	93.50	38.64	148.50	61.36	22.0000
149410	A	LED-R-120-FR	69.00	937.90	345.00	36.78	592.90	63.22	13.5928
149410WP	A	LED-R-120-FR-WP	365.00	6570.00	1441.75	21.94	5128.25	78.06	18.0000
149411	A	LED-R-120-CL	1.00	16.00	5.00	31.25	11.00	68.75	16.0000
149413	A	LED-R-24-FR	15.00	300.00	180.00	60.00	120.00	40.00	20.0000
149420	A	LED-G-120-FR	75.00	1618.30	900.00	55.61	718.30	44.39	21.5773
149430	A	LED-A-120-FR	14.00	416.00	37.10	8.92	378.90	91.08	29.7143
149431	A	LED-A-120-CL	1.00	14.40	5.20	36.11	9.20	63.89	14.4000
149440	A	LED-B-120-FR	3.00	82.00	36.00	43.90	46.00	56.10	27.3333
149450	A	LED-CW-120-FR	63.00	2016.00	315.00	15.63	1701.00	84.38	32.0000
149451	A	LED-CW-120-CL	48.00	1805.00	0.48	0.03	1804.52	99.97	37.6042
149453	A	LED-CW-277-FR	1.00	23.50	14.00	59.57	9.50	40.43	23.5000
149453A	A	LED-CW-277-FR-24	1.00	38.00	24.00	63.16	14.00	36.84	38.0000
149460	A	LED-WW-120-FR	17.00	441.00	0.17	0.04	440.83	99.96	25.9412
149461	A	LED-WW-120-CL	12.00	288.00	144.00	50.00	144.00	50.00	24.0000
149511	A	R63-R-120-CL	1.00	12.50	2.10	16.80	10.40	83.20	12.5000
149521	A	R63-G-120-CL	1.00	15.45	4.20	27.18	11.25	72.82	15.4500
149531	A	R63-A-120-CL-WP	1.00	12.50	2.10	16.80	10.40	83.20	12.5000
149550	A	R63-CW-120-FR	46.00	835.50	460.00	55.06	375.50	44.94	18.1630
149551	A	R63-CW-120-CL	30.00	661.40	255.00	38.53	406.40	61.45	22.0467
149560	A	R63-WW-120-FR	59.00	994.00	501.50	50.45	492.50	49.55	16.8475
149561	A	R63-WW-120-CL	13.00	234.00	110.30	47.22	123.50	52.78	18.0000

LED dim

685 pcs

Sales \$14,526

Phone # 11, 117

overture		google		TRA	Printer-new print-old
			3300*6		19800
mar, 2004	9811	2002	45453	jun,2002	958
	8907	2003	88831		191
	9606	2004	120891	2-Jul	
	8268			2-Aug	873
	8387				222
aug, 2004	7259			2-Sep	2987
					480
				2-Oct	8198
					1071
3-Jan	13023				468
f	9294				234
m	20020			2-Nov	13861
a	9206				190
m	9886			2-Dec	
j	9920				17820
j	10692			3-Jan	552
a	10266			3-Apr	35
s	9594			3-May	558
o	9740			4-Mar	158
n	11694			4-Apr	751
3-Dec	18369			4-May	159
				4-Jun	32+868
				4-Jul	32
				4-Aug	1725
	193942	0	255175	0-Jan	53503
					17820

+ 2 Printings of Old Cases F. H. H. H. H.

2009 540,491
1 520441

(Plus Year 1999, 2000 + 2001 non-union, online)

Thomas Rankin Associates

A Marketing Communications Company

21

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 5806
Date 06/28/02
PO# 46019
Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
Spec - PR Services (7259) Develop and implement PR program as outlined in April 2002 Proposal and according to the terms in the Letter of Agreement signed April 19, 2002.	
Public Relations Services	\$ 3,000.00
Fee Sub-total:	\$ 3,000.00
7259 TOTAL:	\$ 3,000.00
NR - LEDison® Bulbs (7265) Distribution and out-of-pocket costs for news release. Development costs covered by PR Services (Job #7259)	
Photography	\$ 338.00
Electronic Scanning & Retouching	\$ 58.50
Production Sub-total:	\$ 396.50
Quantity Photo Prints	\$ 162.00
Out-of-Pocket Expenses	\$ 379.59
Out-of-Pocket Expenses Sub-total:	\$ 561.59
7265 TOTAL:	\$ 958.09
NR - G45™ Bulbs (7266) Distribution and out-of-pocket costs for news release. Development costs covered by PR Services (Job #7259)	
Out-of-Pocket Expenses	\$ 35.00
Out-of-Pocket Expenses Sub-total:	\$ 35.00
7266 TOTAL:	\$ 35.00

East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 5806
Date 06/28/02
PO# 46019

Page: 2

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
NR - Marine Applications (7289) Distribution and out-of-pocket costs for news release. Development costs covered by PR Services (Job #7259)	
Out-of-Pocket Expenses	\$ 35.00
Out-of-Pocket Expenses Sub-total:	\$ 35.00
7289 TOTAL:	\$ 35.00
CHF - Customer #1 (7290) Out-of-pocket costs for case history featurette. Development costs covered by PR Services (Job #7259)	
Out-of-Pocket Expenses	\$ 35.00
Out-of-Pocket Expenses Sub-total:	\$ 35.00
7290 TOTAL:	\$ 35.00
CHF - Customer #2 (7291) Out-of-pocket costs for case history featurette. Development costs covered by PR Services (Job #7259)	
Out-of-Pocket Expenses	\$ 35.00
Out-of-Pocket Expenses Sub-total:	\$ 35.00
7291 TOTAL:	\$ 35.00
Cat - Mule Lighting Catalog 2002 (7307) Edit, lay out and produce catalog using existing files and input provided. Design new catalog cover. Coordinate and execute product photography of props provided. Specify and coordinate printing.	
Project Management	\$ 156.25
Agency Services Sub-total:	\$ 156.25

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 5806
Date 06/28/02
PO# 46019

Page: 3

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
Out-of-Pocket Expenses	\$ 35.00
Out-of-Pocket Expenses Sub-total:	\$ 35.00
7307 TOTAL:	\$ 191.25
SUB-TOTAL:	\$ 4,289.34
*7.0000% Sales Tax:	\$ 10.94
TOTAL:	\$ 4,300.28

PAYMENT TERMS: 30 days

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 5831
Date 08/01/02
PO# -
Page: 2

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
<hr/>	
Cat - Mule Lighting Catalog 2002 (7307)	
Edit, lay out and produce catalog using existing files and input provided. Design new catalog cover. Coordinate and execute product photography of props provided. Specify and coordinate printing.	
Project Management	\$ 312.50 *
Administrative Services	\$ 120.00 *
Agency Services Sub-total:	\$ 432.50
Photography	\$ 338.00 *
Retouching	\$ 44.20 *
Production Sub-total:	\$ 382.20
Electronic Scanning	\$ 58.50 *
Out-of-Pocket Expenses Sub-total:	\$ 58.50
7307 TOTAL:	\$ 873.20
<hr/>	
Brochure - LED Bulbs & Fixtures (7324)	
Develop, design, produce and print one 6-page (gatefold), 2-sided, 4/4 brochure.	
Project Management	\$ 187.50 *
Agency Services Sub-total:	\$ 187.50
Out-of-Pocket Expenses	\$ 35.00
Out-of-Pocket Expenses Sub-total:	\$ 35.00
7324 TOTAL:	\$ 222.50

Thomas Rankin Associates

A Marketing Communications Company



Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 5872
Date 09/03/02
PO# --
Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
Spec - PR Services (7259) PO #46019: Advance minimum monthly retainer (\$3,300), plus out-of-pocket expenses incurred to date: develop and implement PR program as outlined in April 2002 Proposal and according to the terms in the Letter of Agreement signed April 19, 2002.	
Public Relations Services	\$ 3,300.00
Fee Sub-total:	\$ 3,300.00
7259 TOTAL:	\$ 3,300.00
Cat - Mule Lighting Catalog 2002 (7307) Design, lay out and produce catalog pages and edit and proof copy using existing files and additional input provided. Coordinate and execute product photography of props provided. Specify and coordinate printing.	
Project Management	\$ 897.50 *
Administrative Services	\$ 15.00 *
Agency Services Sub-total:	\$ 912.50
Design	\$ 701.40 *
Photography	\$ 364.00 *
Production	\$ 997.50 *
Production Sub-total:	\$ 2,062.90
Out-of-Pocket Expenses	\$ 11.68
Out-of-Pocket Expenses Sub-total:	\$ 11.68
7307 TOTAL:	\$ 2,987.08

#5

Brochure - LED Bulbs & Fixtures (7324)

Develop, design, produce and print one 6-page (gatefold), 2-sided, 4/4 brochure.

Copywriting
Project Management \$ 160.00 *
Agency Services Sub-total: \$ 320.00 *
\$ 480.00

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 5894
Date 10/01/02
PO# --
Page: 2

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
7268 TOTAL:	\$ 232.00

Cat - Mule Lighting Catalog (7307)

Design, lay out and produce catalog pages and edit and proof copy using existing files and additional input provided. Coordinate and execute product photography of props provided. Specify and coordinate printing.

Project Management	\$ 2,401.75 *
Copywriting & editing	\$ 996.00 *
Proofreading	\$ 540.00 *
Administrative Services	\$ 1,035.00 *
Agency Services Sub-total:	\$ 4,972.75
Photography	\$ 1,872.00 *
Production	\$ 183.70 *
Production Sub-total:	\$ 2,055.70
Electronic Scanning & Retouching	\$ 117.00 *
Electronic Scanning & Retouching	\$ 1,053.00 *
Out-of-Pocket Expenses Sub-total:	\$ 1,170.00
7307 TOTAL:	\$ 8,198.45

Brochure - LED Bulbs & Fixtures (7324)

Develop, design, produce and print one 6-page (gatefold), 2-sided, 4/4 brochure.

Administrative Services	\$ 135.00 *
Copywriting	\$ 710.00 *
Project Management	\$ 226.75 *
Agency Services Sub-total:	\$ 1,071.75
Photography	\$ 468.00 *
Production Sub-total:	\$ 468.00
Electronic Scanning	\$ 234.00 *
Sub-total:	\$ 234.00



Thomas Rankin Associates
A Marketing Communications Company

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 5917
Date 11/01/02
PO# 46019
Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
NR - FlameTip™ Bulbs (7268) Distribution and out-of-pocket costs for news release. Development costs covered by PR Services (Job #7259)	
	\$ 104.00
Quantity Photo Prints	\$ 405.99
Out-of-Pocket Expenses	\$ 127.00
Electronic Scanning	\$ 636.99
Out-of-Pocket Expenses Sub-total:	
	\$ 636.99
7268 TOTAL:	\$ 636.99

CHF - Electrical/Elec Contract & Eng News (7290) Out-of-pocket costs for case history featurette. Development costs covered by PR Services (Job #7259)	
	\$ 156.25
Electronic Scanning	\$ 156.25
Out-of-Pocket Expenses Sub-total:	
	\$ 156.25
7290 TOTAL:	\$ 156.25

Cat - Mule Lighting Catalog (7307) Design, lay out and produce catalog pages and edit and proof copy using existing files and additional input provided. Coordinate and execute product photography of props provided. Specify and coordinate printing.	
	\$ 4,281.25 *
Project Management	\$ 665.00 *
Copywriting & editing	\$ 1,755.00 *
Proofreading	\$ 525.00 *
Administrative Services	\$ 7,226.25
Agency Services Sub-total:	
	\$ 149.50 *
Photography	\$ 6,134.75 *
Production	\$ 6,284.25
Production Sub-total:	
	\$ 351.00 *
Electronic Scanning	

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 5917
Date 11/01/02
PO# 46019
Page: 2

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
Out-of-Pocket Expenses Sub-total:	\$ 351.00
7307 TOTAL:	\$ 13,861.50

Brochure - LED Bulbs & Fixtures (7324)
Develop, design, produce and print one 6-page (gatefold), 2-sided, 4/4 brochure.

Project Management	\$ 190.50
Agency Services Sub-total:	\$ 190.50
7324 TOTAL:	\$ 190.50

SUB-TOTAL:	\$ 14,845.24
*7.0000% Sales Tax:	\$ 983.64
TOTAL:	\$ 15,828.88

PAYMENT TERMS: 30 days

22



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Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 5978
Date 01/02/03
PO# 46019
Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description Amount

NR - R63™ Bulbs (7267)
Distribution and out-of-pocket costs for news release. Development costs covered by PR Services (Job #7259)

4

Quantity Photo Prints \$ 104.00
Out-of-Pocket Expenses \$ 363.05
Out-of-Pocket Expenses Sub-total: \$ 467.05

7267 TOTAL: \$ 467.05

NR - dynaLUX Line of LED Bulbs (7396)
Distribution and out-of-pocket costs for news release. Development costs covered by PR Services (Job #7259)

5

Quantity Photo Prints \$ 104.00
Out-of-Pocket Expenses \$ 447.91
Out-of-Pocket Expenses Sub-total: \$ 551.91

7396 TOTAL: \$ 551.91

TOTAL: \$ 1,018.96

PAYMENT TERMS: 30 days

LASTO
Mulins
mark?
OK
6-M... Pic



RECEIVED APR 08 2003

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 6014
Date 04/01/03
PO# 46019

Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
ANR - LEDison Mail Applications (7292) Out-of-pocket costs for application news release. Development costs covered by PR Services (Job #7259)	
Out-of-Pocket Expenses	\$ 35.00
Out-of-Pocket Expenses Sub-total:	\$ 35.00
7292 TOTAL:	\$ 35.00
PR Services - Edit Support (7492) March Item 1: Contact with new editor at LD+A. Electronically submitted materials for "Up to Code?" Executive News Release. Identified additional artwork and developed photo captions for submission. Provided editorial support for scheduled inclusion in LD+A's June issue on safety and emergency lighting. Approved budget \$125 - 190.	
Copywriting	\$ 30.00
Account/Project Management	\$ 63.50
Agency Services Sub-total:	\$ 93.50
7492 TOTAL:	\$ 93.50
ENR - Safety: Going Beyond Code (7500) From input provided, draft a consumer oriented news release from safety and exit lighting experts at Mule Lighting. To be distributed over the news wire and to existing trade list. Approved budget for development: \$800 - 1200 - Actual billed: \$1020.50 Approved budget for Business Wire: \$1200 - Actual billed: \$1195.00	
Quantity Photo Prints	\$ 104.00
Out-of-Pocket Expenses	\$ 474.52
Out-of-Pocket Expenses Sub-total:	\$ 578.52
7500 TOTAL:	\$ 578.52



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Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 6023
Date 05/01/03
PO# 46019

Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
-----------------	--------

ANR - LEDison Mail Applications (7292)

Out-of-pocket costs for application news release. Development costs covered by PR Services (Job #7259). Release mailed 4/22/03.

Quantity Photo Prints	\$ 104.00
Out-of-Pocket Expenses	\$ 454.65
Out-of-Pocket Expenses Sub-total:	\$ 558.65

7292 TOTAL:	\$ 558.65
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TOTAL: \$ 558.65

PAYMENT TERMS: 30 days

Terms 30 days net. A finance charge of 1.5% per month may be applied to all unpaid balances for each additional thirty day period or fraction thereof.



RECEIVED 09/22/03

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 6042
Date 07/01/03
PO# --
Page: 1

Agency Contact: Lori Backman
Description: Billing

OK

Job/Description

Amount

Prod - Digital Artwork (7486)

Printed five hundred (500) color copies of Product of the Month pdf from EC&M. Digitally re-placed photo with high res version at TRA. Pdf was not created with fonts included; TRA had to identify and reformat with appropriate font. Approved budget=\$450.

Color, B&W output \$ 475.00
Out-of-Pocket Expenses Sub-total: \$ 475.00

7486 TOTAL:

\$ 475.00

NR - KES Series (7532)

Develop and distribute news release from information provided, using photo from catalog.
Approved budget: \$800 - \$1200.

Account/Project Management \$ 63.50
Copywriting \$ 60.00
Administrative Services \$ 67.50
Agency Services Sub-total: \$ 191.00

Quantity Photo Prints \$ 104.00
Out-of-Pocket Expenses \$ 447.69
Out-of-Pocket Expenses Sub-total: \$ 551.69

7532 TOTAL:

\$ 742.69

SUB-TOTAL: \$ 1,217.69

*7.0000% Sales Tax: \$ 33.25

TOTAL: \$ 1,250.94

PAYMENT TERMS: 30 days

Terms 30 days net. A finance charge of 1.5% per month may be applied to all unpaid balances for each additional thirty day period or fraction thereof.

RECEIVED AUG 04 2003



Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

OKAY
PRH

Invoice

Number 6060
Date 08/01/03
PO# --
Page: 1

Account Executive: *ori Backman*
Description: Billing

Job/Description	Amount
-----------------	--------

PR Services - Edit Support (7492)

July Item 1: Edit Support for LD&A Application Piece. Edit existing application article and news release, work with Rob to provide answers to editor's questions and arrange for photography. Approved budget for project management and copyediting: \$775. Advised client of budget for photography: \$1200 plus OOP.

Administrative Services	\$ 22.50
Copywriting	\$ 35.00
Editorial Support	\$ 127.00
Account/Project Management	\$ 603.25
Agency Services Sub-total:	\$ 787.75
Photography	\$ 1,170.00
Production Sub-total:	\$ 1,170.00
Out-of-Pocket Expenses	\$ 97.00
Out-of-Pocket Expenses Sub-total:	\$ 97.00

7492 TOTAL: **\$ 2,054.75**

TOTAL: **\$ 2,054.75**

PAYMENT TERMS: 30 days

Terms 30 days net. A finance charge of 1.5% per month may be applied to all unpaid balances for each additional thirty day period or fraction thereof.



Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Okay
RTA

Invoice

Number 6101
Date 10/01/03
PO# --
Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
-----------------	--------

Prod - Digital Artwork (7486)

Print five hundred (500) color copies each of 1) Product of the Month pdf from EC&M and
2) Scanning the Spectrum article in LD+A Sept 03. Approved budget=\$900 for output.
Also included, 1/4 hour management time.

Account Services	\$ 31.75 *
Agency Services Sub-total:	\$ 31.75
Color, B&W output	\$ 900.00 *
Out-of-Pocket Expenses Sub-total:	\$ 900.00

7486 TOTAL: \$ 931.75

PR Services - Edit Support (7492)

September item 1: Coordinated interview with Rob Cross and editor of Lodging Magazine;
provided editor with background editorial materials.
September item 2: Provided editorial materials to VM+SD for their upcoming issue on
lighting.
September item 3: Completed and submitted Mule entry for VM+SD Buyer's Guide 2004.

Editorial Support	\$ 254.00
Agency Services Sub-total:	\$ 254.00

7492 TOTAL: \$ 254.00

NR - MR-16 LED Spotlamps (7610)

Develop news release from information provided and distribute to mailing list. Post news
release to MULE page in TRA pressroom, and provide high resolution color image on TRA
FTP site for download.
Estimate provided and approved for \$1,149.43. Actual billing (\$1421.37) reflects the
addition of original product photography, not included in the estimate. Mailed 9/18/03.

Account/Project Management	\$ 158.75
Administrative Services	\$ 80.00
Agency Services Sub-total:	\$ 238.75



Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 6141
Date 12/01/03
PO# -
Page: 2

Account Executive: Lori Backman
Description: Billing

Job/Description	Amount
7613 TOTAL:	\$ 31.75

ANR - Mall Application Re-release (7651)

Develop new photo captions and rerelease mall application ANR. Produce HTML file with copy, photos and live links, and distribute electronically to mailing list. Post news release to MULE page in TRA pressroom, and provide high resolution color images of both on-site application and product shots on TRA FTP site for download.

Administrative Services	\$ 20.00
Copywriting	\$ 60.00
Account/Project Management	\$ 127.00
Agency Services Sub-total:	\$ 207.00
Out-of-Pocket Expenses	\$ 35.00
Out-of-Pocket Expenses Sub-total:	\$ 35.00

7651 TOTAL:	\$ 242.00
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TOTAL:	\$ 1,361.43
---------------	--------------------

PAYMENT TERMS: 30 days

Terms 30 days net. A finance charge of 1.5% per month may be applied to all unpaid balances for each additional thirty day period or fraction thereof.



RECEIVED JAN 07 2004

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 6162
Date 01/05/04
PO# --
Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
PR Services - Edit Support (7492) Covers editorial support activities such as identifying, presenting and facilitating editorial opportunities, reviewing industry trade publications, and processing clips on an ongoing basis.	
Administrative Services	\$ 40.00
Editorial Support	\$ 31.75
Account/Project Management	\$ 381.00
Agency Services Sub-total:	\$ 452.75
7492 TOTAL:	\$ 452.75
ANR - Mail Application Re-release (7651) Develop new photo captions and re-release mail application ANR. Produce HTML file with copy, photos and live links, and distribute electronically to mailing list. Post news release to MULE page in TRA pressroom, and provide high resolution color images of both on-site application and product shots on TRA FTP site for download.	
Copywriting	\$ 30.00
Account/Project Management	\$ 36.25
Agency Services Sub-total:	\$ 66.25
Out-of-Pocket Expenses	\$ 415.33
Out-of-Pocket Expenses Sub-total:	\$ 415.33
7651 TOTAL:	\$ 481.58
TOTAL:	\$ 934.33

PAYMENT TERMS: 30 days

Terms 30 days net. A finance charge of 1.5% per month may be applied to all unpaid balances for each additional thirty day period or fraction thereof.



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Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 6199
Date 03/01/04
PO# -

Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
PR - PR Services 2004 (7676)	
Monthly PR support services for Mule products including media research and editorial support, mailing list maintenance, PR counsel, client meetings and reporting, clipping service and reports, plus net out-of-pocket costs incurred to date.	
Account/Project Management	\$ 381.00
Editorial Support	\$ 158.75
Copywriting	\$ 30.00
Administrative Services	\$ 202.50
Agency Services Sub-total:	\$ 772.25
7676 TOTAL:	\$ 772.25

NR - LEDelier (7682)

Develop news release from information provided. Produce electronic file with copy, photos and live links, and distribute electronically to mailing list. Post news release to MULE page in TRA pressroom, and provide high resolution color image on TRA FTP site for download.

Administrative Services	\$ 105.00
Account/Project Management	\$ 95.25
Agency Services Sub-total:	\$ 200.25
Out-of-Pocket Expenses	\$ 350.50
Out-of-Pocket Expenses Sub-total:	\$ 350.50

7682 TOTAL: \$ 550.75

F - Harrahs Uses Amber LEDison Bulbs (7692)

Conduct interview with contact at Harrah's hotel. Develop article, identify appropriate publication, pitch story and submit article with photos.

Account/Project Management	\$ 158.75
Agency Services Sub-total:	\$ 158.75



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Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 6228
Date 04/02/04
PO# --
Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
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PR - PR Services 2004 (7676)

Monthly PR support services for Mule products including media research and editorial support, mailing list maintenance, PR counsel, client meetings and reporting, clipping service and reports, plus net out-of-pocket costs incurred to date.

Account/Project Management	\$ 607.75
Editorial Support	\$ 63.50
Administrative Services	\$ 80.00
Agency Services Sub-total:	\$ 751.25

7676 TOTAL:	\$ 751.25
--------------------	------------------

F - Harrahs Uses Amber LEDison Bulbs (7692)

Conduct interview with contact at Harrah's hotel. Develop article, identify appropriate publication, pitch story and submit article with photos.

Account/Project Management	\$ 222.25
Agency Services Sub-total:	\$ 222.25

Out-of-Pocket Expenses	\$ 45.00
Out-of-Pocket Expenses Sub-total:	\$ 45.00

7692 TOTAL:	\$ 267.25
--------------------	------------------

NR - Model 501 Solar LED Marine Light (7716)

Develop news release. Produce electronic file with copy, photo, live links; distribute electronically to mail list. Post release to TRA pressroom; provide hi-res color image on TRA FTP site for download.

Account/Project Management	\$ 95.25
Agency Services Sub-total:	\$ 95.25

Out-of-Pocket Expenses	\$ 45.00
Out-of-Pocket Expenses Sub-total:	\$ 45.00

RECEIVED MAY 06 2004



Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Invoice

Number 6262
Date 05/03/04
PO# --
Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
PR - PR Services 2004 (7676) Monthly PR support services for Mule products including media research and editorial support, mailing list maintenance, PR counsel, client meetings and reporting, clipping service and reports, plus net out-of-pocket costs incurred to date.	
Account/Project Management	\$ 825.50
Editorial Support	\$ 63.50
Administrative Services	\$ 21.25
Agency Services Sub-total:	\$ 910.25
Out-of-Pocket Expenses	\$ 12.00
Out-of-Pocket Expenses Sub-total:	\$ 12.00
7676 TOTAL:	\$ 922.25
F - Harrahs Uses Amber LEDison Bulbs (7692) Conduct interview with contact at Harrah's hotel. Develop article, identify appropriate publication, pitch story and submit article with photos.	
Account/Project Management	\$ 158.75
Agency Services Sub-total:	\$ 158.75
7692 TOTAL:	\$ 158.75
NR - Line of Solar LED Marine Lights (7716) Develop news release. Produce electronic file with copy, photo, live links; distribute electronically to mail list. Post release to TRA pressroom; provide hi-res color image on TRA FTP site for download.	
Account/Project Management	\$ 99.75
Agency Services Sub-total:	\$ 99.75
7716 TOTAL:	\$ 99.75



RECEIVED JUN 04 2004

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 6292
Date 06/01/04
PO# --

Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
PR - PR Services 2004 (7676) Monthly PR support services for Mule products including media research and editorial support, mailing list maintenance, PR counsel, client meetings and reporting, clipping service and reports, plus net out-of-pocket costs incurred to date.	
Account/Project Management	\$ 612.00
Editorial Support	\$ 285.75
Administrative Services	\$ 40.00
Agency Services Sub-total:	\$ 937.75
7676 TOTAL:	\$ 937.75
F - Harrahs Uses Amber LEDison Bulbs (7692) Conduct interview with contact at Harrah's hotel. Develop article, identify appropriate publication, pitch story and submit article with photos.	
Account/Project Management	\$ 31.75
Agency Services Sub-total:	\$ 31.75
7692 TOTAL:	\$ 31.75
NLR - Mule Catalog (7718) Develop news release. Produce electronic file with copy, photo, live links; distribute electronically to mail list. Post release to TRA pressroom; provide hi-res color image on TRA FTP site for download. Distributed 5/24/04.	
Administrative Services	\$ 20.00
Copywriting	\$ 250.00
Account/Project Management	\$ 127.00
Agency Services Sub-total:	\$ 397.00
Out-of-Pocket Expenses	\$ 470.93
Out-of-Pocket Expenses Sub-total:	\$ 470.93
7718 TOTAL:	\$ 867.93



RECEIVED JUL 06 2004

Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 6310
Date 07/01/04
PO# --
Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Hours Billed	Amount
PR - PR Services 2004 (7676) Monthly PR support services for Mule products including media research and editorial support, mailing list maintenance, PR counsel, client meetings and reporting, clipping service and reports, plus net out-of-pocket costs incurred to date.		
Account/Project Management	4.50	\$ 571.50
Editorial Support	0.50	\$ 63.50
Administrative Services	0.25	\$ 20.00
Agency Services Sub-total:	5.25	\$ 655.00
7676 TOTAL:	5.25	\$ 655.00

F - Harrahs Uses Amber LEDison Bulbs (7692)

Conduct interview with contact at Harrah's hotel. Develop article, identify appropriate publication, pitch story and submit article with photos.

Account/Project Management 0.25 \$ 31.75
Agency Services Sub-total: 0.25 \$ 31.75

7692 TOTAL: 0.25 \$ 31.75

NR - Line of Solar LED Marine Lights (7716)

Develop news release. Produce electronic file with copy, photo, live links; distribute electronically to mail list. Post release to TRA pressroom; provide hi-res color image on TRA FTP site for download.

Account/Project Management 0.25 \$ 31.75
Agency Services Sub-total: 0.25 \$ 31.75

7716 TOTAL: 0.25 \$ 31.75

NR - Ever-Green Series Exit Lights (7719)

Develop news release. Produce electronic file with copy, photo, live links; distribute electronically to mail list. Post release to TRA pressroom; provide hi-res color image on



OK
RM

RECEIVED AUG 05 2004
Invoice

Thomas Rankin Associates, Inc.
5853 Post Rd #205
East Greenwich RI 02818

Rob Cross
Mule Lighting, Inc.
46 Baker Street
Providence, RI 02940

Number 6328
Date 08/02/04
PO# --

Page: 1

Agency Contact: Lori Backman
Description: Billing

Job/Description	Amount
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PR - PR Services 2004 (7676)

Monthly PR support services for Mule products including media research and editorial support, mailing list maintenance, PR counsel, client meetings and reporting, plus net out-of-pocket costs incurred to date.

Highlights for July include:

*Established Mule Lighting as a news provider on Industrialsafetytalk.com and submitted Ever-Green, Emergency Ballasts and KES Series NRs, and Safety ENR.

*Responded to article in Occupational Hazards magazine on exit lighting with "Beyond Code" article and artwork.

*Submitted Evergreen Series and Emergency Ballast news releases and photos to Industrial Equipment News for Sep issue on Worker and Plant Safety.

Account/Project Management	\$ 666.75
Editorial Support	\$ 222.25
Copywriting	\$ 90.00
Administrative Services	\$ 42.50
Agency Services Sub-total:	\$ 1,021.50

7676 TOTAL:	\$ 1,021.50
--------------------	--------------------

F - Harrah's Uses Amber LEDison Bulbs (7692)

Conduct interview with contact at Harrah's hotel. Develop article, identify appropriate publication, pitch story and submit article with photos.

Account/Project Management	\$ 235.75
Copywriting	\$ 1,450.00
Administrative Services	\$ 40.00
Agency Services Sub-total:	\$ 1,725.75

7692 TOTAL:	\$ 1,725.75
--------------------	--------------------

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark
Registration No. 2,324,402

Mark: LEDISON

-----X
McGRAW-EDISON COMPANY, :
 :
 :
 Petitioner, :
 :
 :
 v. :
 :
 MULE LIGHTING, INC., :
 :
 :
 Registrant. :
-----X

Cancellation No. 92,042,545

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ATTN: TRADEMARK TRIAL AND APPEAL BOARD

EXPRESS MAIL CERTIFICATE

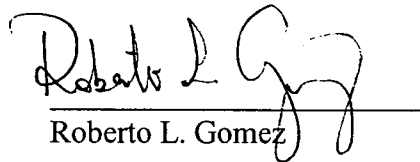
EXPRESS MAIL MAILING LABEL NO. EV 485974791 US
DATE OF DEPOSIT: December 30, 2004

The undersigned hereby certifies that the following papers are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above in an envelope addressed to the Commissioner for Trademarks, P.O. box 1451, Alexandria, VA 22313-21451:

- (1) Petitioner's Motion to Substitute Cooper Industries, Inc. as the Petitioner (including 1 exhibit);
- (2) Petitioner's Motion for Summary Judgment;
- (3) Petitioner's Memorandum of Law In Support of Motion for Summary Judgment;

- (4) Declaration of Glenn Siegel, Director of Marketing and Product Development at the Cooper Lighting division of Cooper Industries, Inc., including exhibits;
- (5) Declaration of Kathryn Barrett Park, Trademark Counsel of General Electric Company and including an exhibit;
- (6) Declaration of Carolyn M. Coley, Marketing Manager for Salton, Inc., including exhibits;
- (7) Declaration of Terrance Helz, Corporate Secretary, Cooper Industries, Inc., including exhibits;
- (8) Declaration of Joshua S. Broitman, including exhibits;
- (9) Certificate of Express Mailing for all of the foregoing documents, dated December 30, 2004, Label No. **EV 485974791 US**; and
- (10) Return Receipt Postcard

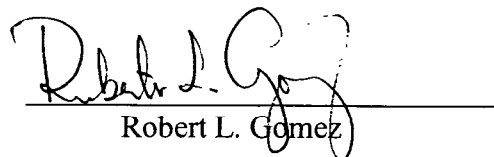
December 30, 2004
Date


Roberto L. Gomez

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **CERTIFICATE OF EXPRESS MAILING** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002
Attorney for Registrant
Mule Lighting, Inc.


Robert L. Gomez

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark
Registration No. 2,324,402

Mark: LEDISON

_____X		
McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	Cancellation No. 92,042,545
	:	
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
_____X		

DECLARATION OF GLENN SIEGEL

Glenn Siegel declares pursuant to 37 C.F.R. §2.20 and 28 U.S.C. §1746:

1. I am a Director of Marketing and Product Development at the Cooper Lighting Division ("Cooper Lighting") of Cooper Industries, Inc. Cooper Lighting's offices are located at Customer First Center, 1121 Highway 74 South, Peachtree City, Georgia 30269-3019. I submit this declaration in support of McGraw-Edison Company's motion for summary judgment in the above-identified cancellation action. I am competent to make this declaration and, except as otherwise stated, I do so based upon my personal knowledge.

2. I have been employed by Cooper Lighting since 1984, and my current responsibilities include directing all marketing and brand management activities within Cooper Lighting for various brands including Edison Lighting.

3. Cooper Lighting is engaged in the design, development, manufacture, marketing and sale of a wide range of lighting products for commercial, residential, institutional and industrial applications. Some of the many products sold by Cooper Lighting include architectural lighting systems, recessed, track and linear lighting systems, fluorescent lighting and accessories, indoor and outdoor light fixtures, security fixtures, and emergency and exit signs. A copy of a page from Cooper Lighting's Internet website (www.cooperlighting.com/brands), which summarizes our diverse brands and products, is annexed as **Exhibit 1**.

4. Since approximately 1958, Cooper Lighting, McGraw-Edison Company and their predecessor companies have marketed, advertised and sold in retail, commercial and industrial channels throughout the United States a line of recessed, track and surface lighting products under the brand name "Edison" and a wide range of high performance and efficient HID fixtures for outdoor applications under the brand name "McGraw-Edison", including lighting for street and highway areas, high mast, athletic facilities, parking lots, security and flood lighting. A copy of a page from Cooper Lighting's Internet website (www.cooperlighting.com/brands/mcgraw-edison.com), showing many of the products currently marketed under the "McGraw-Edison" brand is annexed as **Exhibit 2**.

5. Cooper Lighting also manufactures, markets, advertises and sells several product lines that include light emitting diodes, or LEDs. For example, Cooper Lighting sells a line of LED traffic signals under the brand name "CooperLED", as shown in the copies of the CooperLED web pages on Cooper Lighting Internet website annexed **Exhibit 3**. Cooper Lighting also markets and sells lines of emergency lighting and

illuminated exit sign products, some of which include LED lamps, under the brand names "AtLite" and "Sure-Lites", as shown in the copies of web pages from Cooper Lightings Internet website annexed as **Exhibit 4** and **Exhibit 5**, respectively. Cooper Lighting has been selling LED exit signs since 1995.

6. It is my understanding that McGraw-Edison Company is the successor to Thomas Edison, the inventor of the light bulb, and his company, and is the owner of the trademarks EDISON, THOMAS A. EDISON (in word and logo formats) and McGRAW-EDISON as applied to a diverse line of electronic products, including electric lighting fixtures, as well as rights of publicity in the name and persona of Thomas Edison. It is my further understanding that McGraw-Edison is a wholly-owned subsidiary of Cooper Industries, Inc., that has now been merged into Cooper Industries, Inc. Cooper Lighting's "Edison" and "McGraw-Edison" brands of lighting systems therefore have ties to the famed inventor.

7. The "Edison" and "McGraw-Edison" brands of lighting systems have been used by Cooper Lighting and/or McGraw-Edison, its predecessors and successors, continuously from their first introduction to the marketplace. Sales of products under the "Edison" and "McGraw-Edison" trademarks by Cooper Lighting and McGraw-Edison over just the last 10 years have totaled hundreds of millions of dollars. Cooper Lighting's combined sales of lighting fixtures under the "Edison" and "McGraw-Edison" brands on an annual basis are presently in excess of 20 million dollars. Over a period of the last eight years, Cooper Lighting's sales of "Edison" brand lighting systems have totaled in excess of 12 million dollars.

8. Cooper Lighting and its predecessors have always prominently displayed their "Edison" and "McGraw-Edison" brands on packaging and advertising for their products. In fact, in the mid-1980's, the "Edison" name was part of McGraw-Edison Company's trade name – Edison Lighting. Examples of Edison Lighting's prominent use of the "Edison" brand in the mid-1980's are annexed as **Exhibit 6**. The McGraw-Edison brand is prominently displayed at Cooper Lighting's website, shown in **Exhibits 1 and 2**.

9. Cooper Lighting has continued to prominently display the "Edison" brand on its packaging in recent years. Attached as **Exhibit 7** are copies of representative packaging for several of Cooper Lighting's "Edison" brand track lights. Cooper Lighting has always endeavored to sell and distribute high quality products under the "Edison" trademark. Attached as **Exhibit 8** is a brochure showing the full line of "Edison" brand lighting products currently available from Cooper Lighting.

10. The retail channels through which Cooper Lighting markets and sells its "Edison" brand of lighting systems include electrical wholesalers and distributors, Do-It-Yourself stores, and large consumer outlets such as Ace Hardware and Home Depot. Annexed as **Exhibit 9** are representative photographs showing Cooper Lighting's "Edison" brand lighting system currently on display in a Home Depot in California.

11. Cooper Lighting markets and advertises its "Edison" and "McGraw-Edison" brand lighting systems in national markets, and has received coverage in marketing by large consumer outlets, such as Home Depot. All such advertising and promotion of Cooper Lighting's "Edison" and "McGraw-Edison" brand lighting products is created to maintain the high stature associated with the name and heritage of Thomas Edison. Over the past decade, Cooper Lighting has expended in excess of 1 million

dollars in advertising to market and promote its "Edison" and "McGraw-Edison" brand lighting products through catalogs, brochures, point-of-sale displays, co-op advertising, and attending tradeshow throughout the country.

12. As a result of this extensive use over the past several decades, the "Edison" and "McGraw-Edison" brands are well recognized among electrical lighting products, and have become valuable properties.

13. In recognition of the strong brand equity and value of the "Edison" and "McGraw-Edison" brands, Cooper Lighting is expanding its use of the "Edison" brand for other products, such as commercial downlighting products, that will be distributed through both the retail and commercial/industrial channels. The expanded use of the "Edison" brand into the commercial/industrial channels will add value to this brand. Cooper Lighting's planned expansion of the "Edison" brand is tied to the development of new downlighting products, which is currently in progress. The anticipated commercialization date for these new "Edison" brand products is the fourth quarter of 2005. During the interim period, Cooper Lighting is continuing to market other lighting products under the "Edison" brand to the retail market.

14. Cooper Lighting also has plans to expand its use of the "Edison" brand to other lighting products.


15. I am informed that the registrant in this action is using the term "LEDISON" in connection with its marketing and sale of LED light bulbs. I have reviewed registrant's "LEDISON" LED light bulbs at its website, www.mulelighting.com. It is clear that registrant's use of the mark "LEDISON" associates its LED light bulbs with the name and heritage of Thomas Edison, particularly

in view of the fact that Thomas Edison invented the light bulb. It is therefore my belief that consumers will identify registrant's company with Thomas Edison and his commercial legacy and/or Cooper Lighting.

16. I am further informed that registrant markets its "LEDISON" light bulbs to electrical distributors and wholesalers, which falls squarely within the consumer base targeted by Cooper Lighting for its "Edison" brand products. As such, it is my belief that registrant's "LEDISON" light bulbs will at least initially mislead consumers to believe that Cooper Lighting has sponsored or approved of registrant's use of the "Edison" name, thereby damaging the established reputation and goodwill associated with Cooper Lighting's "Edison" and "McGraw-Edison" brand products.

Pursuant to the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 10th day of December 2004.



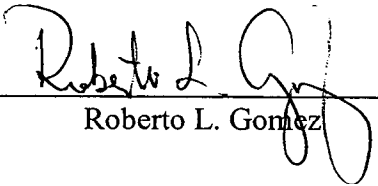
GLENN SIEGEL

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing
DECLARATION OF GLENN SIEGEL was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*



Roberto L. Gomez

23

Language/Idioma

CONNECTION

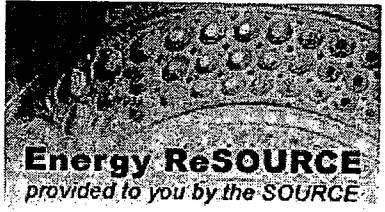
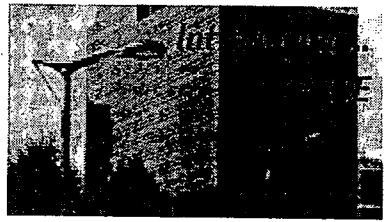
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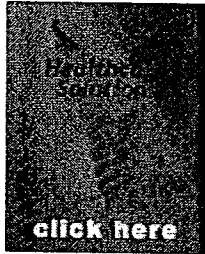
Customers

- Lighting Professionals
- Distributors
- Sales Agents
- Contractors
- Home Owners
- National Accounts
- International Accounts

Brands

A Site Tailored to Your Needs

As a Cooper Lighting customer, you belong to a diverse group. The agents and distributors who bring our products to market differ substantially in their needs from the contractors and lighting professionals who convert wires and hardware into lighting designs. Homeowners will make lighting decisions that directly impact their lives on a daily basis.



Dedicated to being the leading provider of innovative, high-quality lighting fixtures for retail, commercial and industrial markets, National Accounts is powered by the largest team in the industry and offers customized programs to meet your specific design and construction requirements.

In recognition of your diversity, we've tailored the Customers area of Cooperlighting.com to support your specific needs. Each Customer's area presents a range of online tools and information designed to improve the level of service Cooper Lighting brings to our customers.



Visit your personal customer area to see what Cooper Lighting has to offer you. If you have suggestions for how we can improve your area, please Talk to Us.

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COOPER Lighting

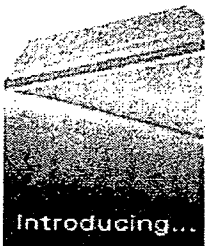
Brands

Solutions

Customers

Brands:

- Halo
- Portfolio
- Metalux
- Neo-Ray
- Corelite
- Lumark
- McGraw-Edison
- ✓ Sure-Lites
- Fail-Safe
- Iris
- ✓ AtLite
- Lumière
- MWS
- Streetworks
- CooperLED
- International
- Regent
- Shaper
- Invue
- RSA
- DLS



Introducing...



click here



Click Here!

RSA is recognized as the leader in the development of cutting-edge, architectural lighting systems. As innovators in the design and manufacture of multi-lamp, recessed, track and linear lighting, RSA places their emphasis on unique and functional design.

Halo®

Quality recessed, track and surface products serve a wide range of commercial, residential, institutional and industrial applications.

Portfolio®

High performance, specification grade architectural downlighting fixtures with precision optics and a flexible range of accessories.

Metalux®

Single source fluorescent lighting for commercial, industrial, institutional, retail and residential markets.

Neo-Ray™

Nationally recognized excellence in architectural lighting for contemporary office, educational, research and corporate environments.

Corelite™

The integration of high performance and design-appeal in fluorescent lighting.

Lumark®

A full-line of quality commercial and industrial products to satisfy virtually every indoor or outdoor HID lighting need.

McGraw-Edison®

Durable, efficient HID fixtures

The DLS-Digital Lighting System™ from Cooper Lighting offers an architectural dimming option for Cooper Lighting fixtures. DLS provides zone and scene selection, and programming, with the ease of a remote control. DLS is an option with the following Cooper Lighting brands: Portfolio, Metalux, Corelite, Neo-Ray, Shaper, Fail-Safe and Halo.

INVUE™

Establishing a new benchmark in specification grade architectural site lighting, INVUE Lighting Systems brings together leading edge form and unmatched performance.

Fail-Safe®

Security fixtures, control systems and specialty hardware built to withstand the rigors of correctional facilities, clean rooms, public access areas, hospitals and other high abuse environments.

Iris®

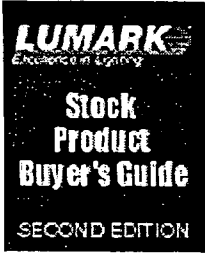
Aesthetics and performance combine for highly flexible architectural, residential and commercial lighting designs.

AtLite®

Top flight emergency, exit, fluorescent and downlighting luminaires for The New York Metropolitan market from our IBEW Local 3 Facility in Maspeth, New York.

Lumière®

Innovative solutions for complex landscape, area/accent and special application illumination.



illuminate a complete range of outdoor industrial, utility and commercial applications.

Sure-Lites®

Dependable emergency and exit lighting for commercial, residential, upscale architectural or hazardous industrial markets.

Regent®

Regent is a leading U.S. manufacturer of residential outdoor security lighting fixtures including motion-activated lights, dusk-to-dawn lights, floodlights and worklights.

CooperLED

COOPERLED led traffic signals are designed to meet rigid traffic control device standards established by the various jurisdictional entities throughout the United States and Canada.

MWS™

The cost and labor saving alternative to conventional hardwiring, Modular Wiring Systems (MWS) power fluorescent, incandescent and HID lighting fixtures when speed and versatility is a must.

Shaper

Shaper's standard product line includes interior ceiling mounted and pendant luminaires, interior and exterior, wet listed wall mounted fixtures, a selection of exterior bollard designs and a specialty collection of products, the "STARTER HOUSE" line, geared to budget oriented projects.

Streetworks

Streetworks...The Complete Outdoor Lighting Solution!

International

Besides all of the standard domestic products, Cooper also offers products exclusively dedicated for international markets with IEC and NOM certification.

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24

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- AtLite
- Lumière
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- CooperLED
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Performance and aesthetics for outdoor HID lighting needs

McGraw-Edison offers a range of versatile, high performance and efficient HID fixtures for outdoor applications.

For over 80 years, McGraw-Edison has served markets including street and highway area lighting, high mast, athletic facilities, parking lots, security and flood lighting.

Combining outstanding photometrics and specification grade construction with aesthetic standards, every McGraw-Edison outdoor fixture is designed for dependability and long life under the most severe weather conditions.

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- Streetworks
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- Shaper
- Invue
- RSA


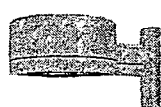




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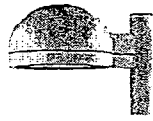
You searched for: **MCGRAW-EDISON, AREA/ROADWAY**

Compact Fluorescent

	<u>CI</u> CIRRUS	ARCHITECTURAL AREA LUMINAIRE
	<u>ZD</u> CREDENZA	ARCHITECTURAL AREA LUMINAIRE

High Pressure Sodium (HPS)

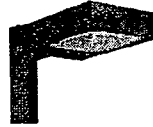
	<u>CAL</u> CONCOURSE III	ARCHITECTURAL AREA LUMINAIRE
	<u>CI</u> CIRRUS	ARCHITECTURAL AREA LUMINAIRE
	<u>CLM</u> CLM SQUARE	ARCHITECTURAL AREA LUMINAIRE
	<u>GR</u> GALLERIA ROUND	ARCHITECTURAL AREA LUMINAIRE
	<u>GSS/GSM/GSL</u> GALLERIA SQUARE	ARCHITECTURAL AREA LUMINAIRE
	<u>LND</u> LANDAU	LARGE AREA LIGHT
	<u>ZD</u>	ARCHITECTURAL AREA



CREDENZA

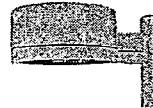
LUMINAIRE

Metal Halide (MH)



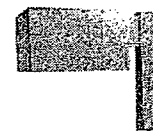
**CAL
CONCOURSE III**

ARCHITECTURAL AREA
LUMINAIRE



**CI
CIRRUS**

ARCHITECTURAL AREA
LUMINAIRE



**CLM
CLM SQUARE**

ARCHITECTURAL AREA
LUMINAIRE



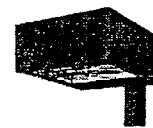
**GR
GALLERIA ROUND**

ARCHITECTURAL AREA
LUMINAIRE



**GSS/GSM/GSL
GALLERIA SQUARE**

ARCHITECTURAL AREA
LUMINAIRE



**LND
LANDAU**

LARGE AREA LIGHT



**ZD
CREDENZA**

ARCHITECTURAL AREA
LUMINAIRE

Pulse Start Metal Halide



**LND
LANDAU**

LARGE AREA LIGHT

3

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DECORATIVE LUMINAIRE



GAT AVENUE
GENERATION SERIES AVENUE

DECORATIVE LUMINAIRE



GAT-C
GENERATION SERIES ARCHITECTURAL CUTOFF

DECORATIVE LUMINAIRE



GAT-C AVENUE
GENERATION SERIES AVENUE CUTOFF

DECORATIVE LUMINAIRE



GLC-C
GENERATION SERIES CLASSICAL CUTOFF

DECORATIVE LUMINAIRE

High Pressure Sodium (HPS)



ARN
ACORN

DECORATIVE LUMINAIRE



BKG
BRECKENRIDGE













POST-TOP AREA LUMINAIRE



CAC
Cascade

GAR

ACORN DECORATIVE

	GENERATION SERIES	LUMINAIRE
	<u>GAR-1</u> GENERATION SERIES	ACORN DECORATIVE LUMINAIRE
	<u>GAR-2</u> GENERATION SERIES	ACORN DECORATIVE LUMINAIRE
	<u>GAR-3</u> GENERATION SERIES	ACORN DECORATIVE LUMINAIRE
	<u>GAR-C</u> GENERATION SERIES ACORN CUTOFF	DECORATIVE LUMINAIRE
	<u>GAT</u> GENERATION SERIES	ARCHITECTURAL DECORATIVE LUMINAIRE
	<u>GAT AVENUE</u> GENERATION SERIES AVENUE	DECORATIVE LUMINAIRE
	<u>GAT-1</u> GENERATION SERIES	ARCHITECTURAL DECORATIVE LUMINAIRE
	<u>GAT-2</u> GENERATION SERIES	ARCHITECTURAL DECORATIVE LUMINAIRE
	<u>GAT-3</u> GENERATION SERIES	ARCHITECTURAL DECORATIVE LUMINAIRE
	<u>GAT-C</u> GENERATION SERIES ARCHITECTURAL CUTOFF	DECORATIVE LUMINAIRE
	<u>GAT-C AVENUE</u> GENERATION SERIES AVENUE CUTOFF	DECORATIVE LUMINAIRE

	GLC GENERATION SERIES	CLASSICAL DECORATIVE LUMINAIRE
	GLC-1 GENERATION SERIES	CLASSICAL DECORATIVE LUMINAIRE
	GLC-2 GENERATION SERIES	CLASSICAL DECORATIVE LUMINAIRE
	GLC-3 GENERATION SERIES	CLASSICAL DECORATIVE LUMINAIRE
	GLC-C GENERATION SERIES CLASSICAL CUTOFF	DECORATIVE LUMINAIRE
	MNC MANCHESTER	DECORATIVE GLASS LUMINAIRE
	NHN NEW HAVEN	POST-TOP AREA LUMINAIRE
	TRD DAYFORM TRADITIONAIRE	POST-TOP AREA LUMINAIRE
	TRR TRADITIONAIRE	POST-TOP AREA LUMINAIRE
	WBG WOODBIDGE	POST-TOP AREA LUMINAIRE

Metal Halide (MH)

	ARN ACORN	DECORATIVE LUMINAIRE
	BKG BRECKENRIDGE	POST-TOP AREA LUMINAIRE



CAC
Cascade



GAR
GENERATION SERIES

ACORN DECORATIVE
LUMINAIRE



GAR-1
GENERATION SERIES

ACORN DECORATIVE
LUMINAIRE



GAR-2
GENERATION SERIES

ACORN DECORATIVE
LUMINAIRE



GAR-3
GENERATION SERIES

ACORN DECORATIVE
LUMINAIRE



GAR-C
GENERATION SERIES ACORN
CUTOFF

DECORATIVE LUMINAIRE



GAT
GENERATION SERIES

ARCHITECTURAL
DECORATIVE LUMINAIRE



GAT AVENUE
GENERATION SERIES
AVENUE

DECORATIVE LUMINAIRE



GAT-1
GENERATION SERIES

ARCHITECTURAL
DECORATIVE LUMINAIRE



GAT-2
GENERATION SERIES

ARCHITECTURAL
DECORATIVE LUMINAIRE



GAT-3
GENERATION SERIES

ARCHITECTURAL
DECORATIVE LUMINAIRE

	<u>GAT-C</u> GENERATION SERIES ARCHITECTURAL CUTOFF	DECORATIVE LUMINAIRE
	<u>GAT-C AVENUE</u> GENERATION SERIES AVENUE CUTOFF	DECORATIVE LUMINAIRE
	<u>GLC</u> GENERATION SERIES	CLASSICAL DECORATIVE LUMINAIRE
	<u>GLC-1</u> GENERATION SERIES	CLASSICAL DECORATIVE LUMINAIRE
	<u>GLC-2</u> GENERATION SERIES	CLASSICAL DECORATIVE LUMINAIRE
	<u>GLC-3</u> GENERATION SERIES	CLASSICAL DECORATIVE LUMINAIRE
	<u>GLC-C</u> GENERATION SERIES CLASSICAL CUTOFF	DECORATIVE LUMINAIRE
	<u>MNC</u> MANCHESTER	DECORATIVE GLASS LUMINAIRE
	<u>NHN</u> NEW HAVEN	POST-TOP AREA LUMINAIRE
	<u>TRD</u> DAYFORM TRADITIONAIRE	POST-TOP AREA LUMINAIRE
	<u>TRR</u> TRADITIONAIRE	POST-TOP AREA LUMINAIRE
	<u>WBG</u> WOODBIDGE	POST-TOP AREA LUMINAIRE

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- Portfolio
- Metalux
- Neo-Ray
- Corelite
- Lumark
- McGraw-Edison
- Sure-Lites
- Fail-Safe
- Iris
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- Lumière
- MWS
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- International
- Regent
- Shaper
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High Pressure Sodium (HPS)



ALF
ACURA SLIPFITTER

LARGE SLIPFITTER-MOUNTED FLOODLIGHT



ALF
ACURA

LARGE YOKE-MOUNTED FLOODLIGHT



AMF
ACURA YOKE

MEDIUM YOKE-MOUNTED FLOODLIGHT



AMF
ACURA SLIPFITTER

MEDIUM SLIPFITTER-MOUNTED FLOODLIGHT



ASF
ACURA YOKE

SMALL SLIPFITTER-MOUNTED FLOODLIGHT



ASF
ACURA KNUCKLE

SMALL KNUCKLE-MOUNTED FLOODLIGHT



ASF
ACURA SLIPFITTER

SMALL YOKE-MOUNTED FLOODLIGHT

Metal Halide (MH)



ALF
ACURA SLIPFITTER

LARGE SLIPFITTER-MOUNTED FLOODLIGHT

ALF

LARGE YOKE-MOUNTED



ACURA

FLOODLIGHT



**AMF
ACURA YOKE**

MEDIUM YOKE-MOUNTED
FLOODLIGHT



**AMF
ACURA SLIPFITTER**

MEDIUM SLIPFITTER-
MOUNTED FLOODLIGHT



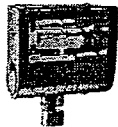
**ASF
ACURA YOKE**

SMALL SLIPFITTER-
MOUNTED FLOODLIGHT



**ASF
ACURA KNUCKLE**

SMALL KNUCKLE-
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**ASF
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SMALL YOKE-MOUNTED
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PATHWAY LUMINAIRE



BSL/BRL
BOLLARD SERIES

PATHWAY LUMINAIRE

Incandescent



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BOLLARD SERIES

PATHWAY LUMINAIRE



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PATHWAY LUMINAIRE

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DECORATIVE ALUMINUM	
FTS	21'-41' MOUNTING HEIGHT
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HTS	20'-39' MOUNTING HEIGHT
HINGED TAPERED STEEL	
RSA	8'-20' MOUNTING HEIGHT
ROUND STRAIGHT ALUMINUM	
RTA	10'-50' MOUNTING HEIGHT
ROUND TAPERED ALUMINUM	
RTS	20'-50' MOUNTING HEIGHT
ROUND TAPERED STEEL-MCGRAW	
SSA	8'-35' MOUNTING HEIGHT
SQUARE STRAIGHT ALUMINUM	
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SQUARE STRAIGHT STEEL	
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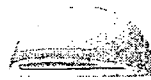
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Compact Fluorescent



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CIRRUS WALL SCONCE

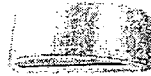
WALL MOUNTED
LUMINAIRE



ZDW
CREDENZA WALL SCONCE

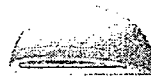
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Metal Halide (MH)



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COOPERLED LED traffic signals are designed to meet rigid traffic control device standards established by the various jurisdictional entities throughout the United States and Canada. Ranging from the standard red, yellow and green indicators to the different pedestrian configurations, Cooper Lighting leads the transportation industry in professional lighting design and function with COOPERLED LED traffic signals.

For an authorized Distributor nearest you, please contact:
Bob Atkins
 Director, Sales and Marketing
 Traffic Signal Products
batkins@cooperlighting.com

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LED

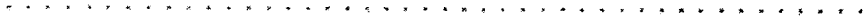
CLL16DA
RED X / GREEN ARROW

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MODULE

CLL16XA
ENCAPSULATED RED X

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- Corelite
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[CLP12RDA](#)
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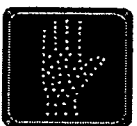
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**ENCAPSULATED HAND /
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ENCAPSULATED BICYCLE
INDICATION

LED SIGNAL

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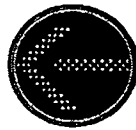
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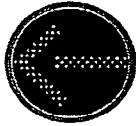
CLA12RA
**RED, YELLOW AND GREEN
ARROW**

LED TRAFFIC SIGNAL



CLA12YGA
**BI MODAL YELLOW AND GREEN
ARROW**

LED TRAFFIC SIGNAL



CLAC12RA/CLAC12YA/CLAC12GA
**12" RED / YELLOW / GREEN
ARROW**

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CLB8GA / CLB12GA
8" AND 12" GREEN BALL

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CLB8GAEV / CLB12GAEV
**8" AND 12" GREEN EXTENDED
VIEW**

LED TRAFFIC SIGNAL



CLB8RA / CLB12RA
8" AND 12" RED BALL

LED TRAFFIC SIGNAL



CLB8RAEV / CLB12RAEV
**8" AND 12" RED BALL
EXTENDED VIEW**

LED TRAFFIC SIGNAL

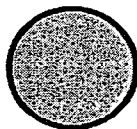
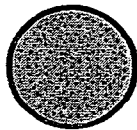
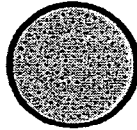
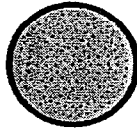
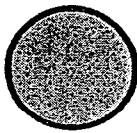


CLB8RD / CLB12RD
8" AND 12" RED BALL DC

LED TRAFFIC SIGNAL

CLB8YA / CLB12YA
8" AND 12" YELLOW BALL

LED TRAFFIC SIGNAL



CLB8YAEV / CLB12YAEV
**8" AND 12" YELLOW BALL
EXTENDED VIEW**

LED TRAFFIC SIGNAL

CLB8YD / CLB12YD
8" AND 12" YELLOW BALL DC

LED TRAFFIC SIGNAL

CLBC8GA / CLBC12GA
**8" AND 12" GREEN BALL
EXTENDED VIEW**

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CLBC8RA / CLBC12RA
**8" AND 12" RED BALL
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LED



XLA1
LED

EXIT LIGHTING, Steel Ac Only or Self-Powered LED
Exit Sign



XLN1
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EXIT LIGHTING, Steel Ac Only or Self-Powered LED
Exit Sign

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**Product Information for:
XLA1**



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Product Data

Model Number	Description	Last Updated
XLA1	The AtLite AC Only XLA1 and Self-Powered XLN1 LED Exit Series feature a rugged steel housing. The battery and electronics are contained within the housing, eliminating the need for a top-mounted power pack, allowing the unit to be mounted over most any doorway. Energy efficient LED illuminator strip provides bright, even illumination in red or green for the six inch and eight inch red letters. The XLA1 and XLN1 are an attractive combination of durable materials and energy saving technology in a compact fixture. The series exceeds all applicable NEC and NFPA requirements and is UL 924 listed.	8/11/1999

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Atlite Exit Lighting-Commercial LED

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**Product Information for:
XLN1**



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Product Data

Model Number	Description	Last Updated
XLN1	The AtLite AC Only XLA1 and Self-Powered XLN1 LED Exit Series feature a rugged steel housing. The battery and electronics are contained within the housing, eliminating the need for a top-mounted power pack, allowing the unit to be mounted over most any doorway. Energy efficient LED illuminator strip provides bright, even illumination in red or green for the six inch and eight inch red letters. The XLA1 and XLN1 are an attractive combination of durable materials and energy saving technology in a compact fixture. The series exceeds all applicable NEC and NFPA requirements and is UL 924 listed.	8/11/1999

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Sure-Lites **Exit Lighting-Commercial**

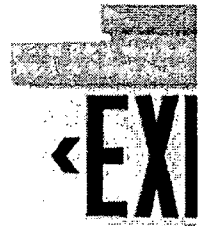
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Product Information for:
EEX



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Product Data

Model Number	Description	Last Updated
EEX	The EEX Series Edgelit Exit, with the Tri-Mount System, provides an attractive yet easy to install universal edgelit exit sign. The crystal clear wedge shape lens panel provides excellent light distribution, exit visibility and quick snap-in installation. Long life, energy efficient LED lamps reduce energy costs and eliminate routine lamp maintenance. The under-five-minute installation time makes it the fastest installed Edgelit Exit on the market today.	6/17/2004

Spec Sheets

Catalog ID	Description	Last Updated	Do Ins
EEX SERIES	Edgelit, AC Only - Led	6/17/2004	Ins
EEX SERIES	Edgelit, Self-powered - LED	6/17/2004	Ins

Product Guides and Updates

Guide Name	Description	Last Updated	Do Ins
Instruction Sheet	Installation Instructions for EEX Series LED Edge Lit Exit Signs for AC Wall, Ceiling & End Mount	12/18/2002	Ins
Instruction Sheet	Installation Instructions for EEX Series LED Edge Lit Exit Signs for Self Powered Wall, Ceiling & End Mount	12/18/2002	Ins

Troubleshooting Guides

Guide Name	Last Updated	Do Ins
Sure-Lites Guide	1/01/01	Vi
Sure-Lites Interactive Guide	1/01/01	Us
Technical Information		
Technical Information for:		
Sure-Lites Technical Information		C

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Exit Lighting-Architectural

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Product Information for:
CX



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Model Number	Description	Last Updated
CX	The Sure-Lites Aluminum Exit Series provides the ideal exits for general purpose non-emergency applications. An extensive range of field installed accessories, choice of faces and the variety of possible mounting configurations permit the tailoring of the basic exit for almost any application.	6/16/2004

Spec Sheets

Catalog ID	Description	Last Updated	Do Ins
CX	Ac Only - Led	6/16/2004	y
CX	The CX LED Die Cast Aluminum Exit combines the strength and durability of die casting with the bright even illumination of LED lamp sources.	6/16/2004	y


Product Guides and Updates

Guide Name	Description	Last Updated	Do Ins
Instruction Sheet	Installation Instructions for ACL L.E.D. Exit Signs CX Series	12/18/2002	y
Instruction Sheet	Installation Instructions for Self Powered Self Diagnostic L.E.D. Exit Signs, CX Series	12/18/2002	y

Troubleshooting Guides

Guide Name	Last Updated	Do Ins
Sure-Lites Guide	1/01/01	Vi

Sure-Lites Interactive Guide

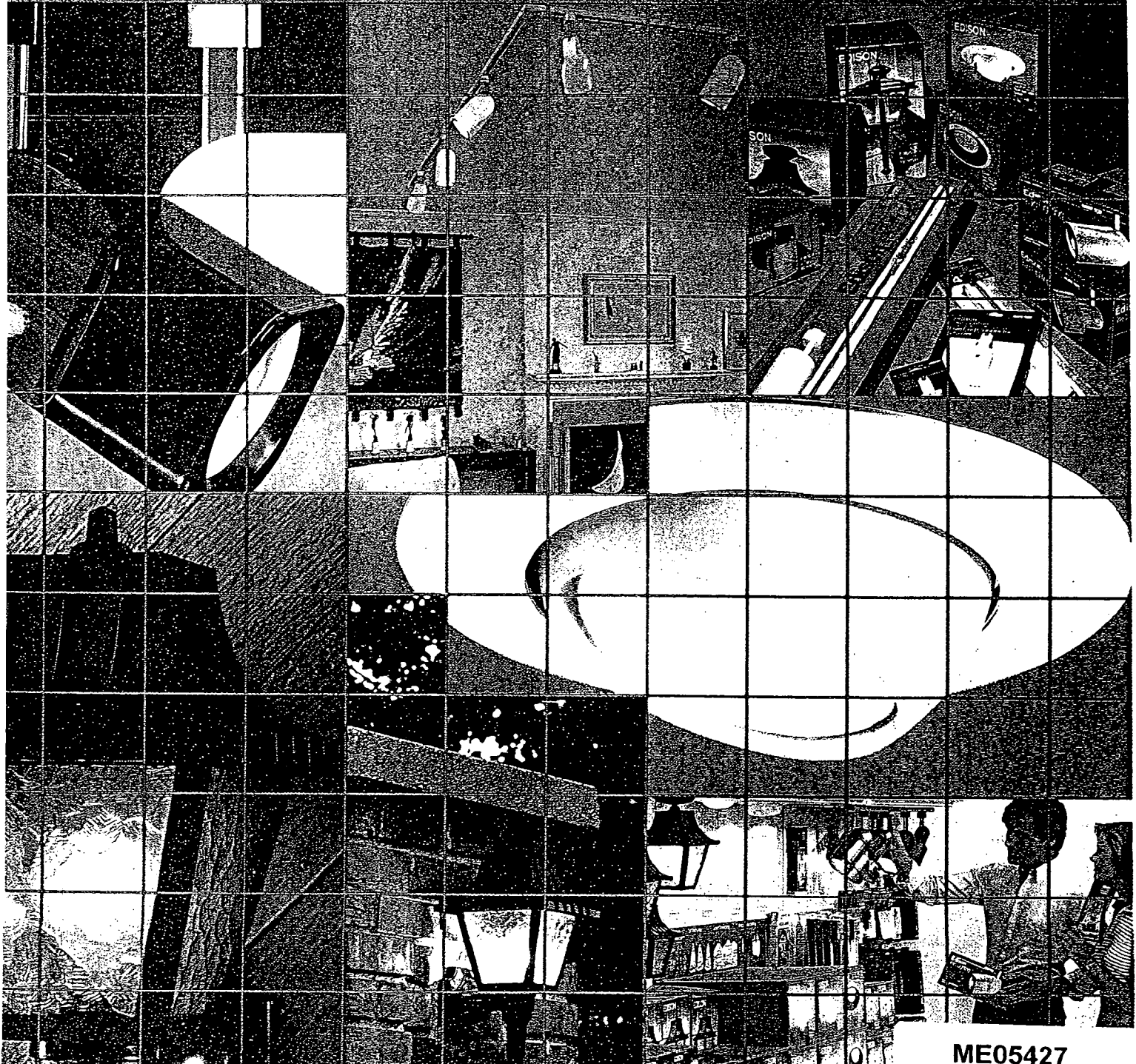
1/01/01 

Technical Information
Technical Information for:
Sure-Lites Technical Information



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We welcome your feedback: Talk To Us!

Edison Lighting



ME05427

Edison Lighting

Complete Dealer Program...

Quality Products,
Fast Turns,
Complete
Do-It-Yourself
Merchandising



ME05428

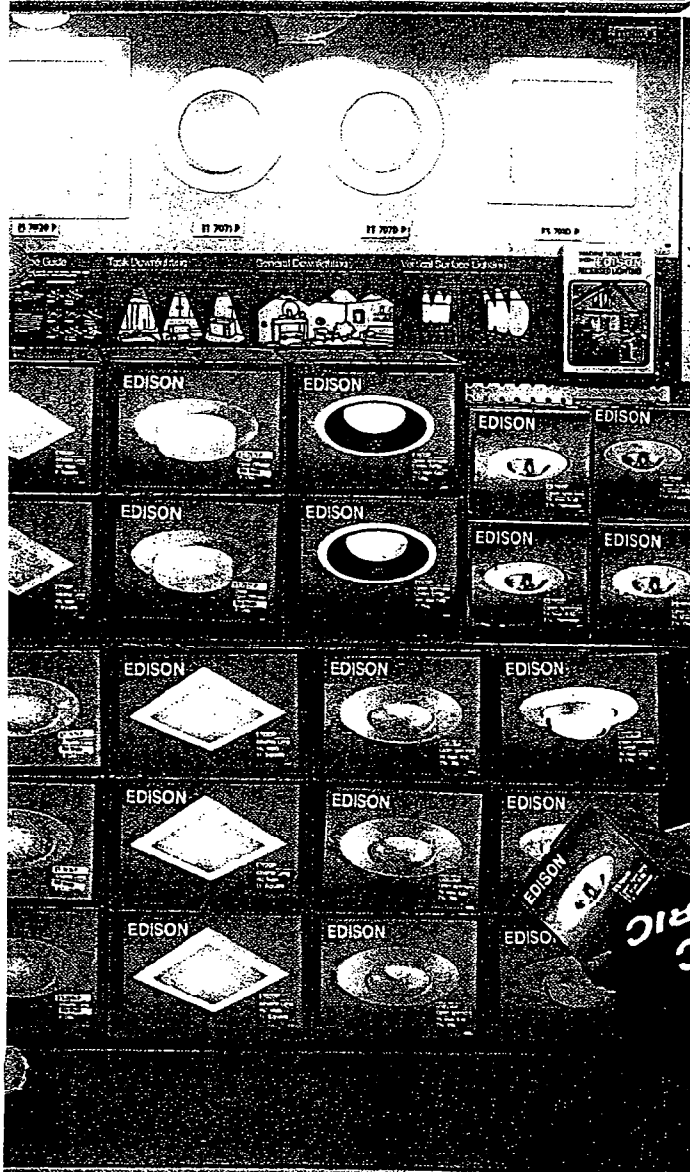
Edison lighting products have the best turns per Stock-Keeping-Unit in the industry. We're a division of McGraw-Edison and a unit of the world's largest manufacturer of track lighting systems, recessed lighting products and the mass marketing of outdoor lanterns. This experience in product development and merchandising has resulted in lighting products that have set the industry standard for design and safety. All Edison lighting fixtures are in full compliance with NEC/UL requirements.

Consumer response is tremendous. Edison is the leader in the merchandising of lighting prod-

ucts. We recognize the needs of mass merchandisers in selling to the Do-It-Yourself consumer by offering full-color Point-of-Sale literature, retail product packaging and hard hitting Point-of-Sale displays. Numerous "Drummer Awards" from *Building Supply News* as well as awards from the Hardware Industry Packaging Exposition have acknowledged our excellence in literature, packaging and displays. Edison offers a complete Cooperative Advertising Program to extend support to your entire electrical department's selling effort.

Edison is the leader.

McGraw-Edison
EDISON Recessed Lighting



McGraw-Edison
EDISON Trac Lighting



Edison Lighting

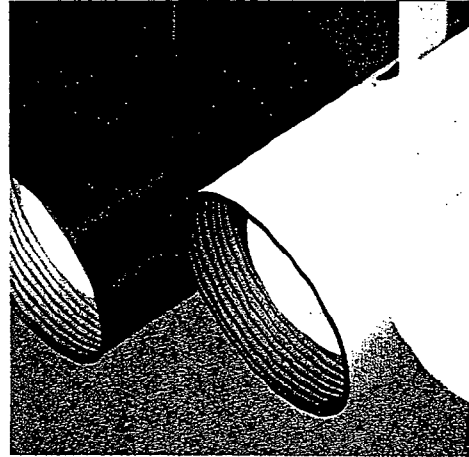
Complete Dealer
Program...

Our commitment: Quality products; attractive, informative displays; and a vigorous support program. Our product lines consist of Edison Trac Lighting, Recessed Light-Down Outdoor Lanterns. Each line is supported by disassembly, specialized packaging, and brochures.

Trac Lighting

Edison Trac Lighting: Today's most popular lighting product. Versatility, ease of installation and trend-setting design make the Edison Trac System a winner in the Do-It-Yourself marketplace.

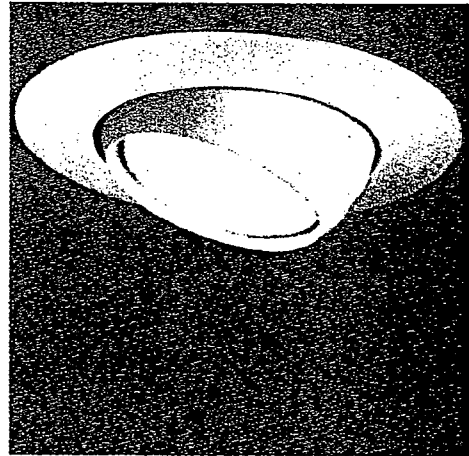
pages 8-15



Recessed Lighting

Edison Recessed lighting products deliver a quality built-in look well within the installation capabilities of the average home owner. Our Recessed product line includes open trims, lens units, and baffle units. Detailed literature and comprehensive instructions guide the consumer through selection and installation. We have been in the forefront of the industry in meeting the new UL/NEC code requirements for product safety.

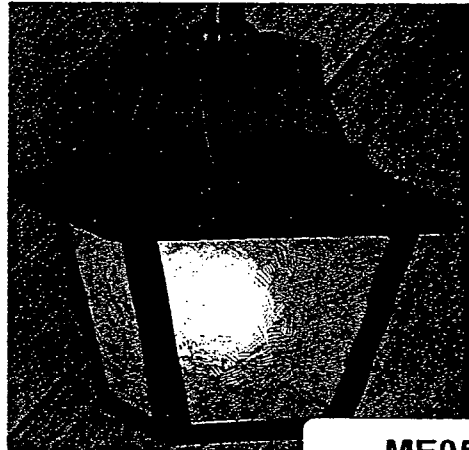
pages 16-21



Outdoor Lanterns

Edison Outdoor Lanterns, for a small investment in time and money, revive the tradition of a warm welcome at the entrance of any residence. All Edison Lanterns feature maintenance-free, weather-resistant construction and easy Do-It-Yourself installation.

pages 22-28

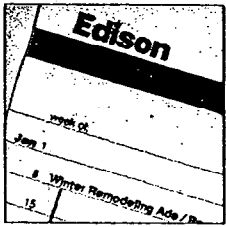


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Edison Lighting

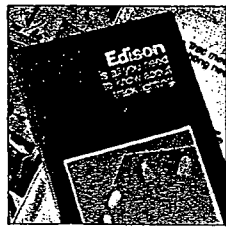
Leadership: Style,
Safety and Sales

Complete Co-Op Ad Program



page 4

Full-Color Product Brochures for Consumers



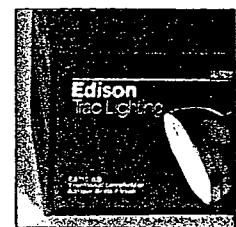
page 15

Dynamic Attractive Point-Of- Purchase Displays

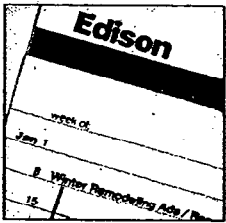


page 15

Full-Color Illustrated Packaging



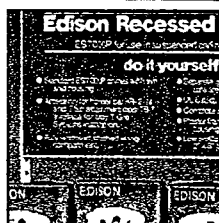
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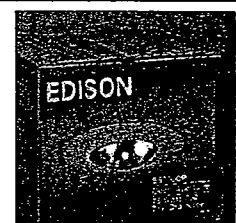
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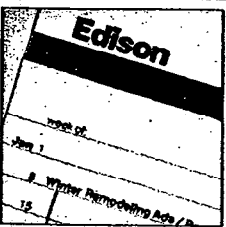
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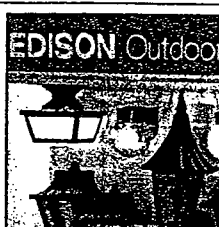
page 21



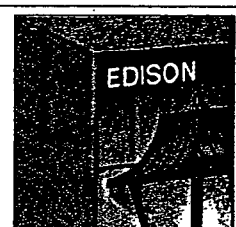
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page 4



page 28



page 28

The Edison Co-op Program

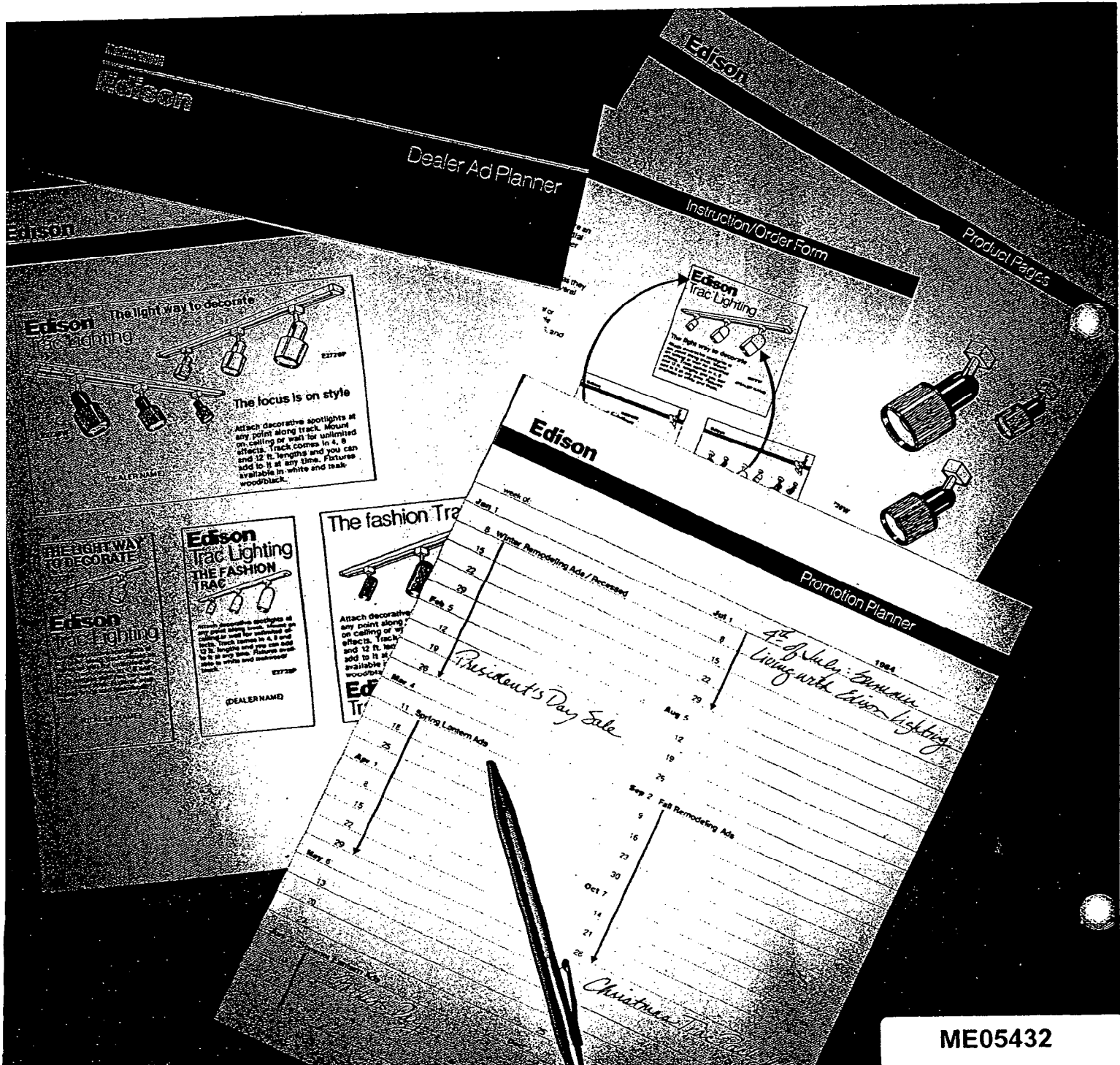
In-Target Sales Promotions

Edison provides extensive dealer aids as well as valuable dollar credits through a complete Co-Op Advertising Program. This program was created to encourage the promotion and sale of the Edison product line. Most types of programs are eligible including radio, TV, newspaper, magazine, outdoor billboards, direct mail, open houses, shows, displays and in-store promotions.

An amount equal to 3% of a dealer's net purchases is set aside for use in co-op advertising. Edison will reimburse the Dealer through credit memos for 50% of the qualifying expenditures. Complete

qualifying and claim instructions are contained in the Edison Co-Op brochures.

A comprehensive, hardhitting, ready-to-use set of ad slicks for Edison Trac, Recessed and Outdoor Lanterns is available for use in newspaper and magazine advertising. Edison logos and individual product artwork for customizing dealer advertisements is included in this kit.

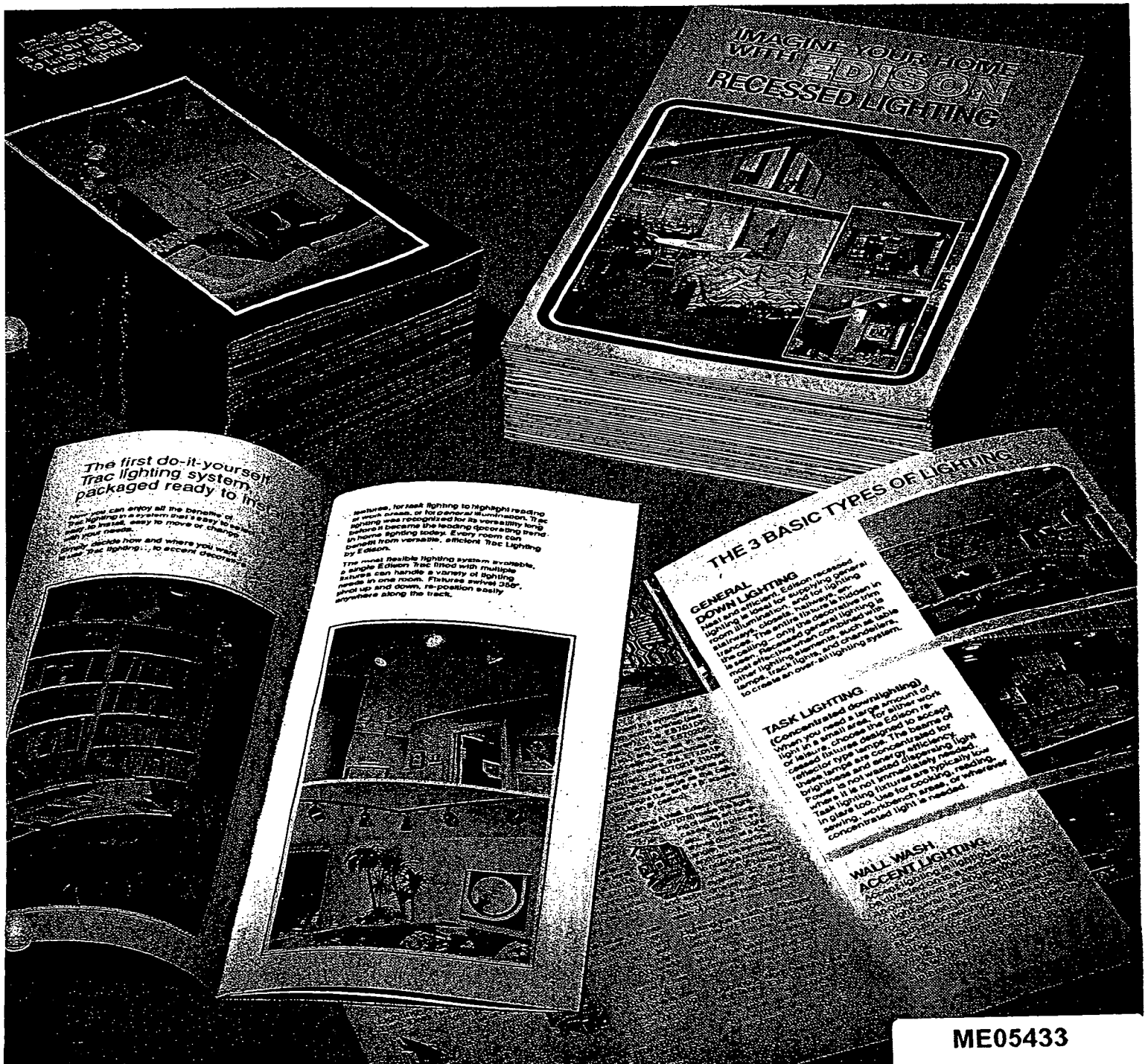


Edison Consumer Product Literature

Stimulates the Do-It-Yourself Buyer

Full-color consumer literature is available from Edison to explain and sell Do-It-Yourself lighting. The Edison Trac brochure shows the homeowner types of lighting effects; how to plan a Trac System layout; and illustrates the simple installation of the electrical connectors. The Recessed consumer product brochure illustrates each of the fixtures, provides installation methods and demonstrates lighting techniques. An important feature of this brochure is a set of easy-to-understand graphics

explaining the National Electrical Code and UL requirements as they apply to the installation of all Edison Recessed lighting products. Edison consumer product literature is available in quantity to further strengthen the merchandising of Edison products in your electrical department.



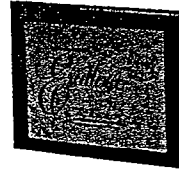
ME05433

Edison Displays

Self-Serve: Fast Turns:
More Dollar Sales Per
Square Foot

Use these space-efficient, dramatic Point-Of-Purchase displays to effectively merchandise Edison lighting products. Five separate and unique displays are available for the Trac, Recessed and Outdoor Lantern product lines. All five displays were designed to create a complete Edison Lighting Center within the electrical department

of any store. Each display consists of a backboard and headerboard that fit on your existing 48" wide store gondolas. You will find details on each of the different displays at the end of the Trac, Recessed and Outdoor Lantern sections of this catalog.



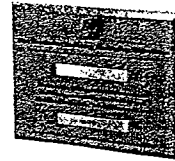
ME05434

Award-Winning Edison Packaging

Full-Color Labels Tell
the Story!

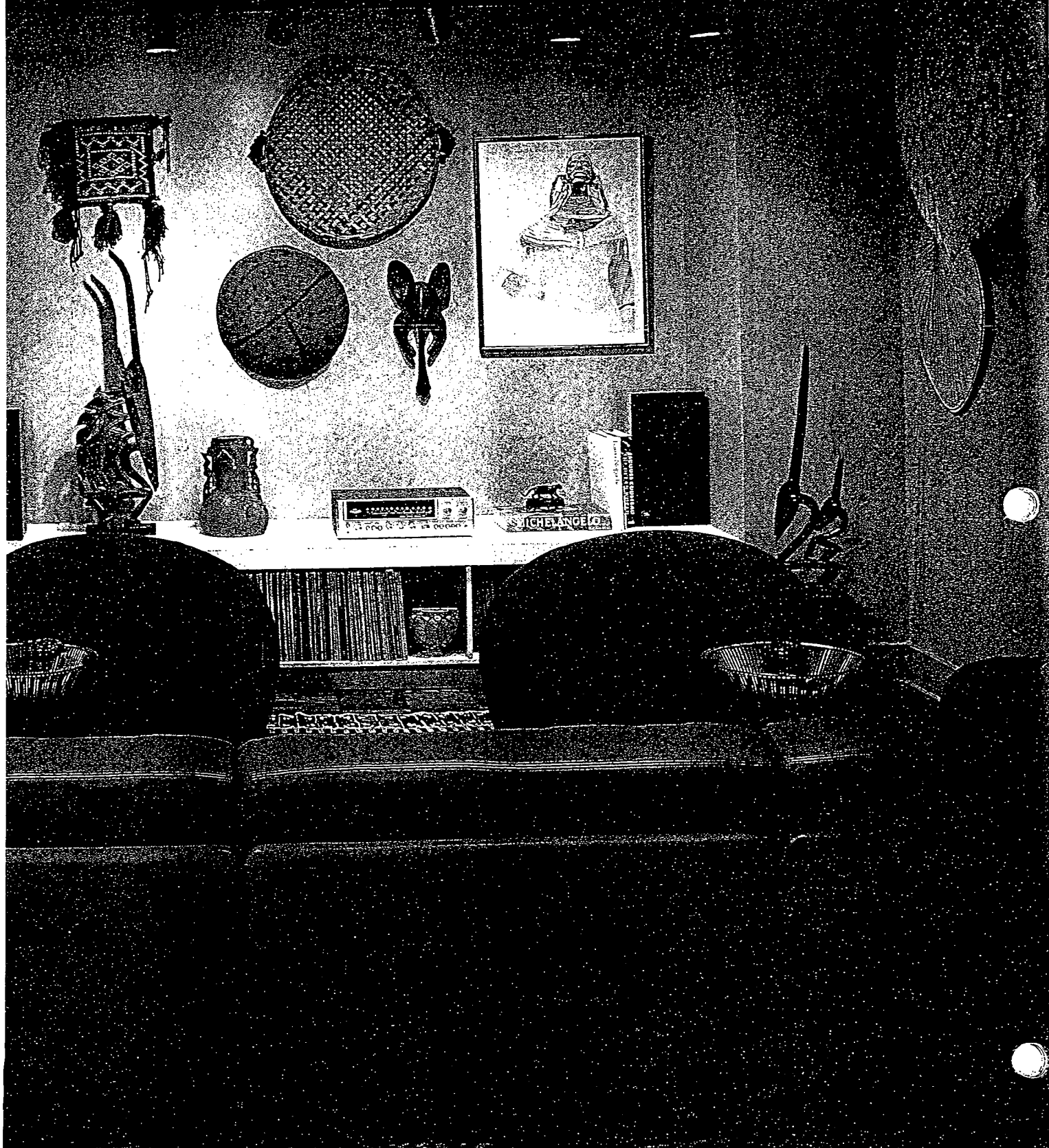
To stimulate consumer sales all Edison products are packaged in attractive, coordinated cartons with large, full-color labels showing the actual product. Each carton provides complete information such as size, lamp wattage and the need for other necessary installation items. The latest Edison packaging innovation, Trac

Pac, consists of one 4' section of Trac and two economically priced lampholders. This "Starter Set" provides the basic elements needed by a Do-It-Yourselfer to "get started" in Trac Lighting.



MEU3433

ac Lighting
rsatile, Functional
d Affordable



ME05436

One of the major advantages of the Edison Trac Lighting System is its versatility. It provides an almost infinite variety of lighting functions and effects for virtually any layout from a single electrical power source.

A comprehensive full-color consumer-oriented brochure provides all of the necessary information for the Do-It-Yourselfer on the selection and installation of the Edison Trac Lighting System.

Edison offers the widest range of styles in America's best-selling residential lampholders.

Look what an Edison Trac Lighting System can do:

General Lighting

A centrally-located Edison Trac provides ideal overall illumination for large rooms, hallways, entrances, bath and bedrooms. Lampholders may be aimed straight down or at different angles to brighten every corner.

Accent Lighting

Flexible Edison lampholders let you direct light onto the vertical plane to reflect off walls and highlight decorative accessories. Accent lighting can make rooms appear larger as it heightens visual dimensions with contrasts and shadows. It brings out textures and brightens colors to make eloquent displays of art and accessories.

Task Lighting

Energy-efficient Edison lampholders have built-in reflectors to produce more useful light from lower-watt lamps, they focus light where you need it without creating eye-tiring glare. Edison Trac lighting can concentrate light in a small area for work, reading or hobbies. Install the Trac above your work space and direct light to work surface. If ceilings are especially high, simply attach the Trac to the wall or under cabinets or shelves.



Lampholders can be snapped-in at any point on Edison Trac for greatest efficiency and flexibility.

Edison Trac arrangements are limited only by your imagination.

E4911 Permanent End Installation.

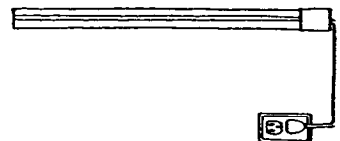
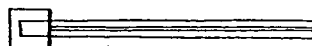
Trac starter connector installed to electrical junction box using junction box cover accessory, model E4911.

E4909 Permanent Variable-Point Installation.

Trac may be installed at any point to electrical junction box using floating canopy accessory E4909. (Capacity: Max. 20 amps.)

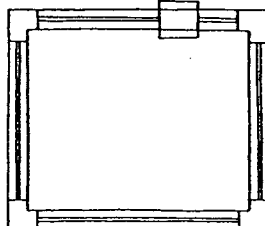
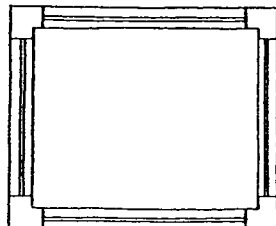
E4950 Portable Plug-In Installation.

Where no junction box exists, Trac mounts to ceiling or wall and plugs into wall receptacle. (Capacity: Max. 10 amps.)



E4904 E4909 Combination Layouts.

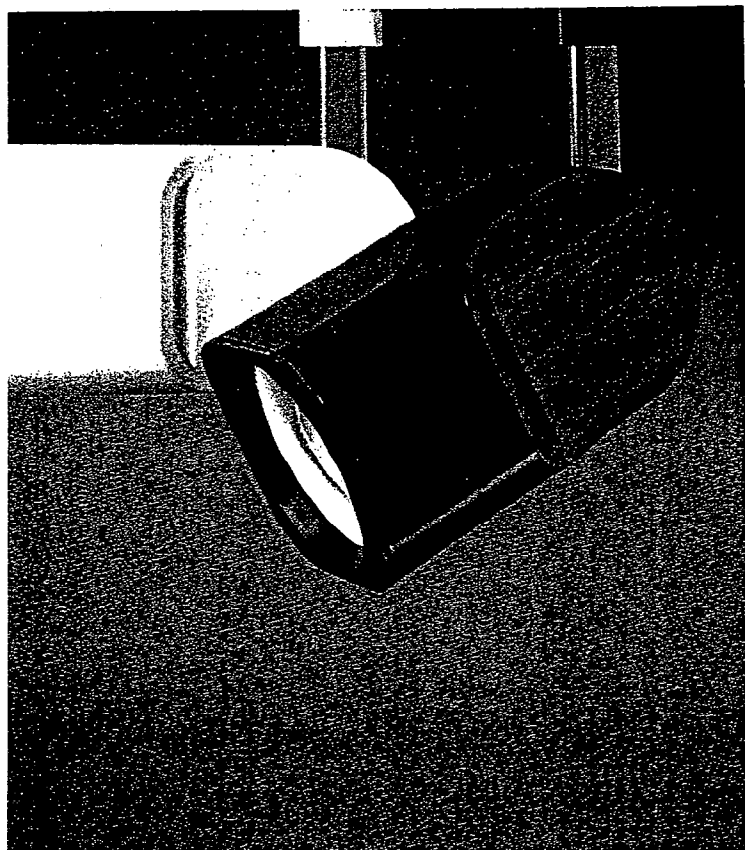
Right angle connectors (E4904) can be used as a power feed or they can be used with a variable point power feed (E4909) to make rectangular trac layouts.



dison lampholders

Styles That Fit Every
Home Decor

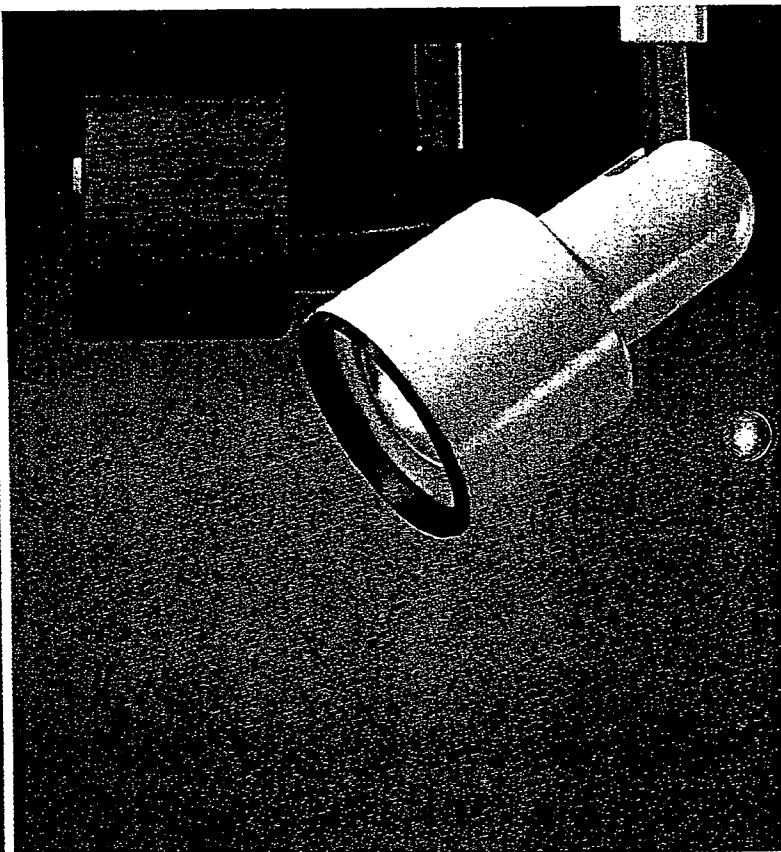
Edison offers only proven best sellers. Each lampholder will provide fast turns, high profits — Total consumer satisfaction.



E2721P White
E2721W Black with
Woodgrain

inchback: Smart looking, sculptured; accommodates both reflector-style lamps and the readily available general service A lamps. A built-in reflector boosts the light output when using A lamps.

Wattages: 30 or 50 watt R20, or up to 60 watt A19.
Size: 6 $\frac{3}{4}$ " length, 3 $\frac{3}{4}$ " width, 9 $\frac{3}{4}$ " maximum extension.



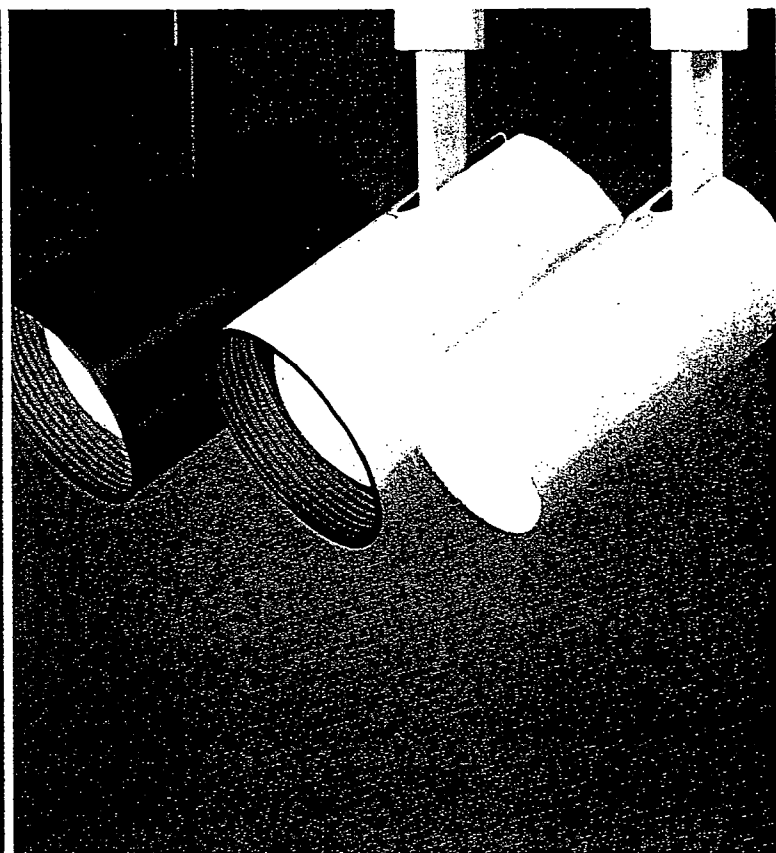
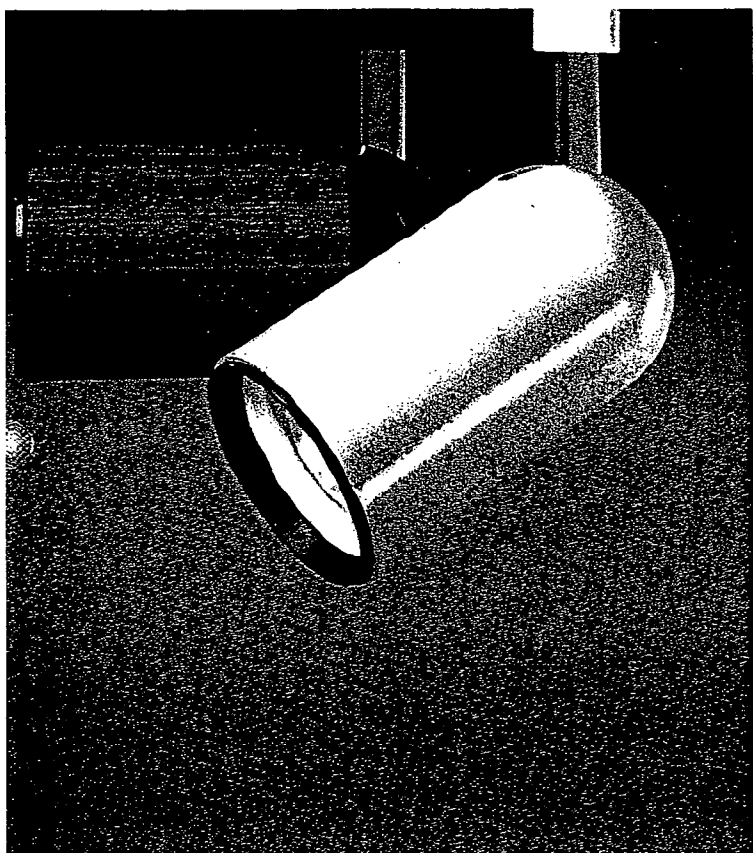
E2726P White
E2726W Black with
Woodgrain

Step Cylinder: A sophisticate that blends well with any color scheme or decor.

Use either reflector style lamps or the general service A lamps.

Wattages: 30 or 50 watt R20, or up to 60 watt A19.

Size: 6 $\frac{3}{4}$ " length, 3 $\frac{3}{4}$ " width, 9 $\frac{3}{4}$ " maximum extension.



E2728P White
E2728W Black with
 Woodgrain

Roundback: The top selling Edison lamp-holder uses either reflector style or general service A lamps.

Wattages: 30 or 50 watt R20, or up to 60 watt A19.

Size: 7" length, 3 $\frac{3}{4}$ " width, 9 $\frac{1}{2}$ " maximum extension.

E2762P White
E2762MB Matte Black
E2761P White

Cylinders: Simple and elegant: Blend well with all types of home furnishings.

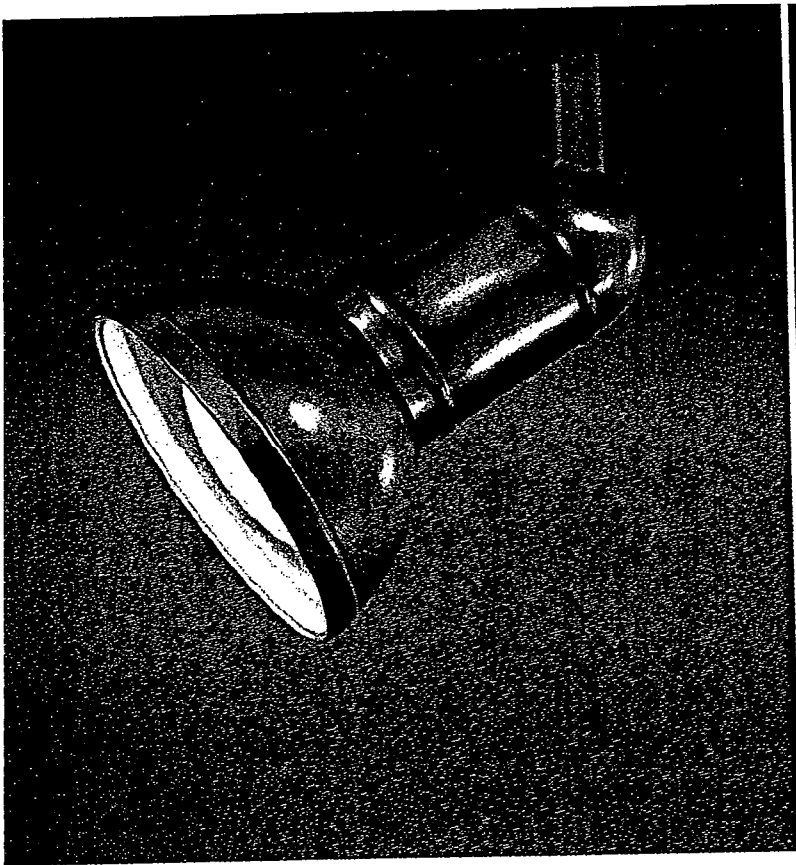
Available in two sizes up to 100 watts. The E2762 lampholder features a black coilex baffle to eliminate glare.

Wattages: E2762-30 or 50 watt R20, or 100 watt R25. E2761 40 watt R16.
 Size: E2762 - 5 $\frac{1}{2}$ " length, 3 $\frac{3}{4}$ " width, 7 $\frac{1}{4}$ " maximum extension.
 E2761 - 5 $\frac{1}{4}$ " length, 2 $\frac{1}{2}$ " width, 8 $\frac{1}{4}$ " maximum extension.

ME05439

Edison Lampholders

Styled for Traditional
Interiors

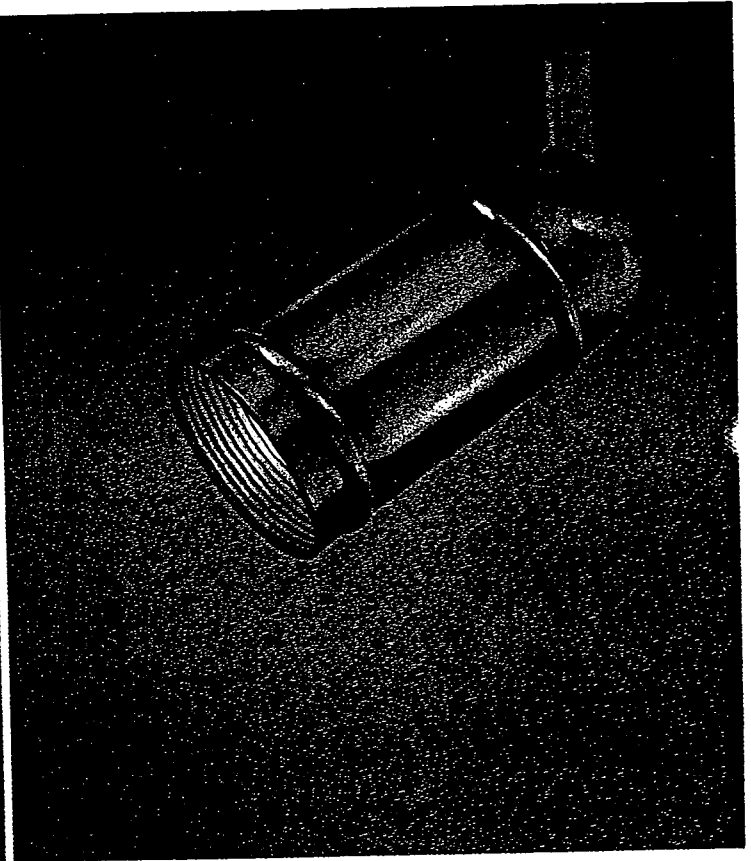


E2710AB Antique
Brass

**Charming bell-
shape:** The warm brass
finish subtly contrasts
with the baked white
enamel shade interior.

Utilizes up to 150 watts to
provide a wide range of
lighting effects.

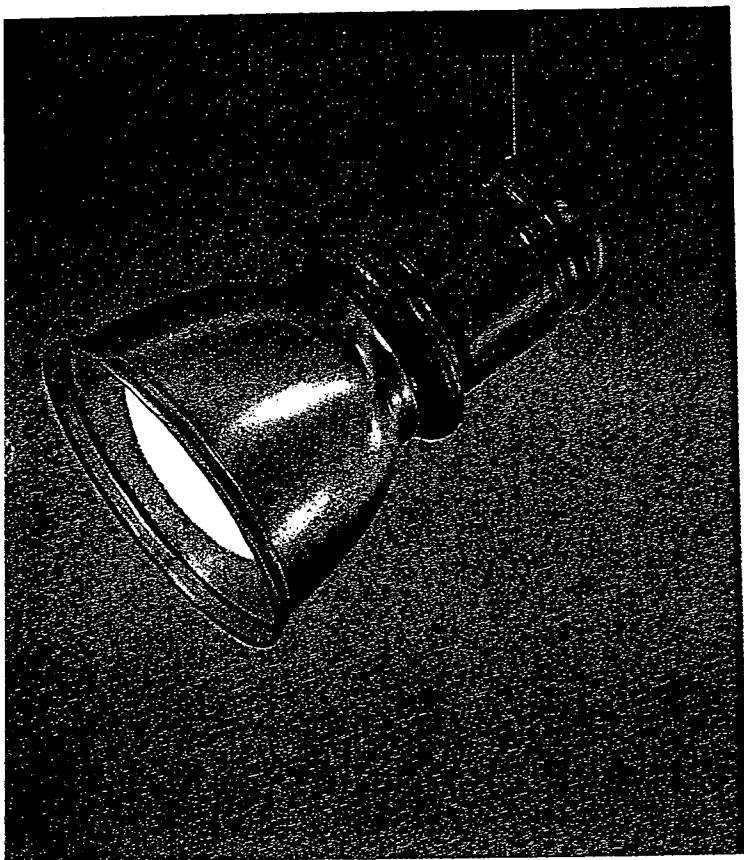
Wattages: 75 watt R30,
75 watt ER30, 100 watt
R25 or 150 watt A21.
Sizes: 7 $\frac{5}{8}$ " length, 5 $\frac{3}{4}$ "
width, 10 $\frac{1}{8}$ " maximum
extension.



E2711AB Antique
Brass

**A traditional beaded
cylinder:** Warm
Antique Brass finish fit-
ted with a black coiled
baffle to eliminate glare.

Wattages: 100 watt R25,
or 100 watt A19
Size: 7" length, 3 $\frac{1}{2}$ "
width, 10" maximum
extension



E2546AB Antique
Brass with real wood

Real Wood: An Edison exclusive! Combines the warmth of fine hardwood with a charming Antique Brass finished shade. A true "decorator touch" for the most style conscious.

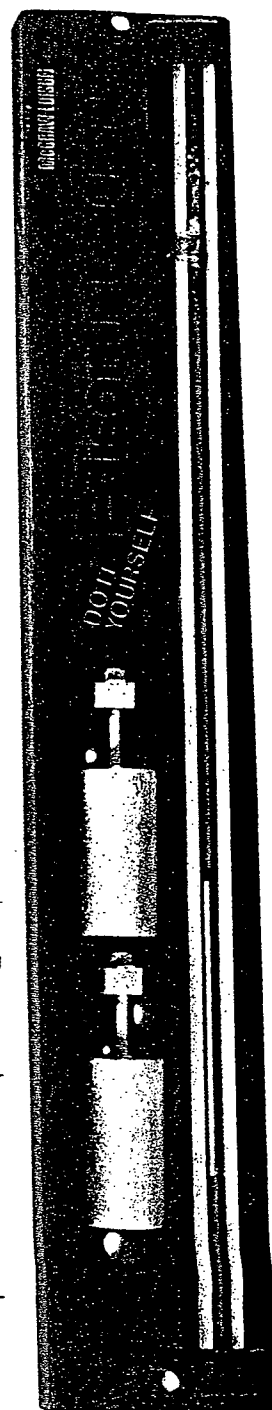
Wattage: 75 watt R30.
Size: 8" length, 5 3/4" width, 10 3/4" maximum extension.

E4000P White

A real winner!

Edison Trac Pac:

Great Starter-Set to build traffic for special promotions. One convenient package contains the basic components required for a track installation. Included are one 4' section of White Trac, two E2761P White lamp-holders, mounting hardware and full installation instructions. The package back fully illustrates the power-feed options required and accessories available for the first-time Do-It-Yourself consumer.



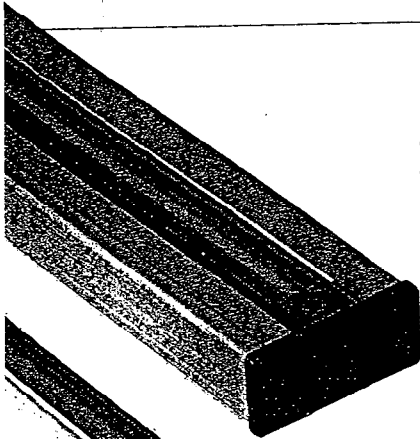
Edison Trac

Thin, Low Profile:
Perfect for Residential
Application

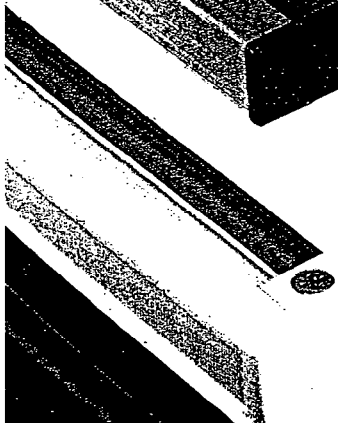
Edison Trac

An Edison Trac Lighting System is energy saving because it allows lamps to be brought directly to the area where they are needed. With the use of straight and angle connectors, Trac can be extended for long runs or arranged in rectangular layouts. Its low profile (only 11/16" deep and 1 3/8" wide) makes it ideal for installation on ceilings, walls, under-cabinets or behind a valance. Connectors simply snap into the Trac — no tools are required. For safety's sake, all Edison Trac is fully grounded, polarized and UL listed. Edison Trac is both visually and mechanically keyed for safe electrical operation.

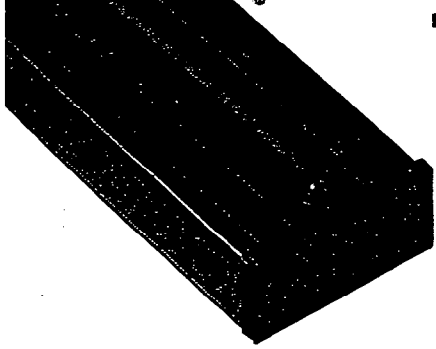
Trac Accessories



Edison Trac
4' length, includes
mounting hardware.



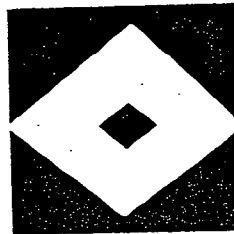
E4001 AB Antique Brass



E4001P White

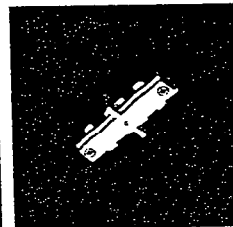


E4001W Woodgrain



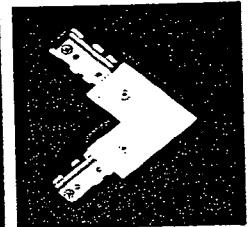
E4911P White
E4911MB Matte Black

Live-End Connector and Junction Box Cover. Use to begin a Trac run and to feed electrical power.



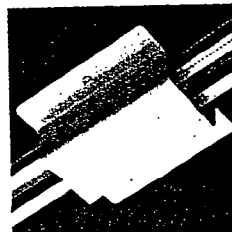
E4908P White
E4908MB Matte Black

Mini-Connector. A low profile connector used to join two Trac sections end-to-end. (Cannot be used as an electrical feed point.)



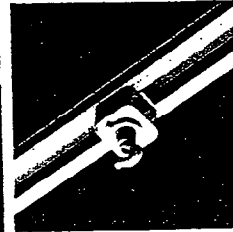
E4904P White
E4904MB Matte Black

L Connector. Used to join two Trac sections at right angles. May also be used as an electrical feed-point.



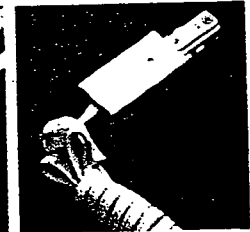
E4909P White
E4909MB Matte Black

Floating Canopy and Connector. Connects Trac to an existing junction box at any point along the length of the Trac. Saves repositioning of junction boxes and rewiring. Includes canopy cover, connector and installation hardware.



E4961P White
E4961MB Matte Black

Swag Hook. This is a very popular accessory that translates into additional sales. Its quick-lock adaptor snaps into the Trac at any point. It can be used to suspend plants or other decorative items up to 35 lbs.



E4950P White
E4950MB Matte Black

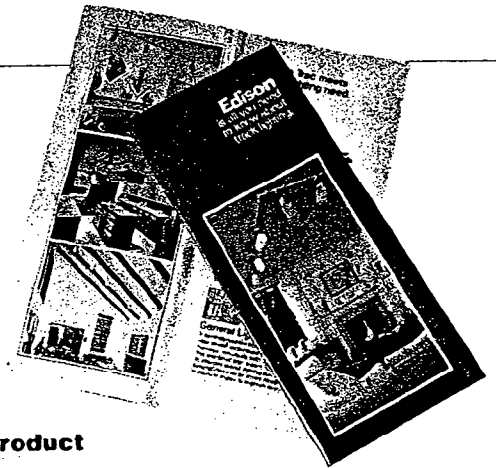
Cord and Plug Connector. Fast, simple and easy. The E4950 eliminates wiring chores for a Trac installation. Simply insert the connector into the Trac and plug the cord into any grounded outlet. A 15' cord includes a separate plug-in switch. Maximum capacity of Trac using the E4950 connector is 10 amps.

Trac Merchandising Aids



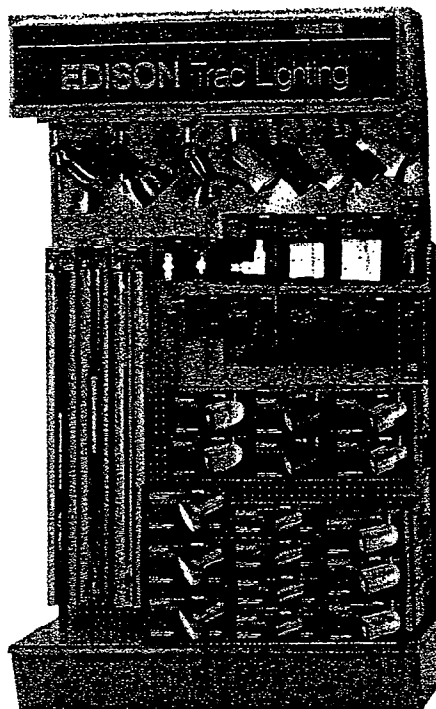
Packaging

Eye-catching, informative: Easy to stock and display. Full-color labels on the Trac lampholder cartons highlight their attractive finishes and simplify inventory record-keeping. All Edison Trac and Accessories are film-packed for easy display on pegboard hooks and offer hands-on appeal for the Do-It-Yourselfer.



Trac Consumer Product Brochures

All you need to know about Trac Lighting is featured in this full-color pocket-size guide. Perfect for handouts during in-store promotions and demonstrations. Written in simple easy-to-understand language for even the most novice Do-It-Yourselfer.



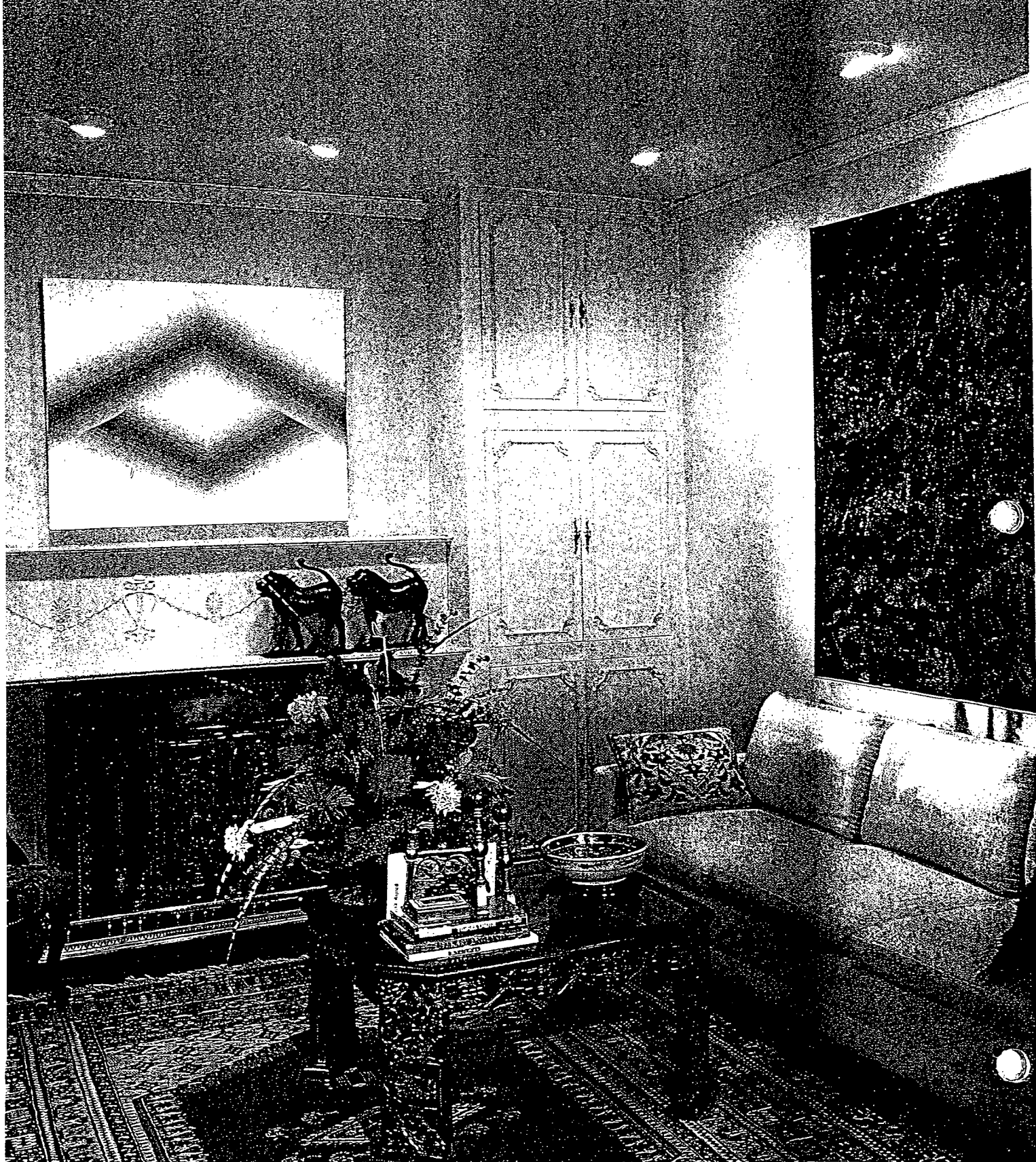
ETD-20 Trac Displays

Get it all together with the Edison ETD-20 display! Simply mount the 30" high background backboard on existing 48" wide store gondolas. Already wired — simply plug into any convenient grounded outlet. Choose the Trac lamp-holders from your inventory and put them on your display. Insert the Edison Trac brochures in the convenient literature pocket built into the display and your Edison Traffic Builder is ready to sell.

ME05443

Edison Recessed Lighting

Easy to Select! Easy to Install!
Easy to Sell!



ME05444

Enjoy the sales growth in Recessed Lighting. Edison Recessed products are engineered and designed for simple installation and maximum safety. We pioneered the development of products that fully comply with the National Electrical Code and UL requirements for recessed lighting fixture. All Edison pre-wired recessed products are complete with everything the Do-It-Yourselfer needs for installation. All in one package. No extra accessories are needed.

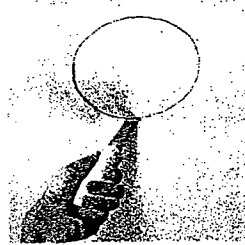
Look What You Can Do:

The three basic types of lighting required for most residences are General Downlighting, Task Lighting and Wall Wash Accent Lighting. The full range of trims and wattages of the Edison Recessed line offer many product lighting effects which are fully described in the Edison Recessed consumer product brochure.

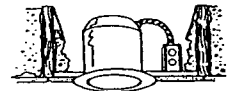
Edison Recessed Fixtures: Features that simplify selling by creating customer confidence.

Edison Installation Instructions: Simple as 1, 2, 3!

Edison guides the consumer through each step of the installation. (1) Cut the ceiling opening, (2) Bring electrical power to the fixture, (3) Slide the fixture through the opening and install the trim and lamp. There are suitable Edison Recessed fixtures for suspended ceilings, new ceilings, or existing ceilings. Installation methods and hardware are provided for each type of ceiling.



The National Electrical Code and Underwriters Laboratories have established requirements for the design and installation of Recessed lighting fixtures. There are three categories.



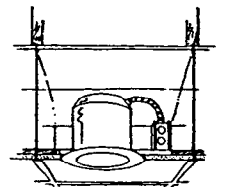
T - Thermally Protected Fixtures

These fixtures may be installed in ceilings that have insulation, but the insulation must be spaced 3" from the fixture. Edison "T" type fixtures include a thermal protector that de-activates the unit if an incorrect lamp is used, or if the ceiling insulation is placed in contact with the fixture.



IC - Insulated Ceiling Fixtures

Insulated ceiling fixtures can be installed in direct contact with insulation.



S - Suspended Ceiling Fixtures

These fixtures are primarily designed for use in T-Bar suspended ceilings that are neither permanent nor insulated.

Adjustable socket plate allows efficient use of different size bulbs.

Heavy duty porcelain socket with brass plated screw shell.

Thermal protector on "T" units shuts off bulb if insulation is closer than 3" or if incorrect bulb is used.

Fixture is pre-wired. Make electrical connections in junction box.

Adjustable hanger bars are included.

Hanger bar brackets can be snapped off for remodeling installations.

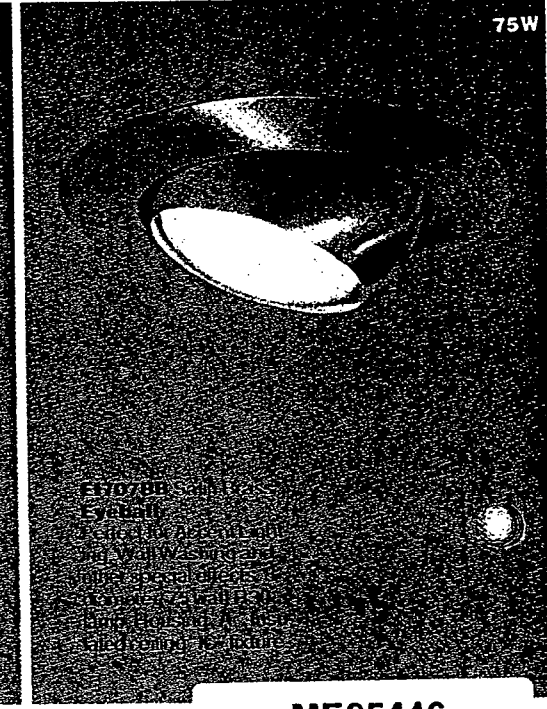
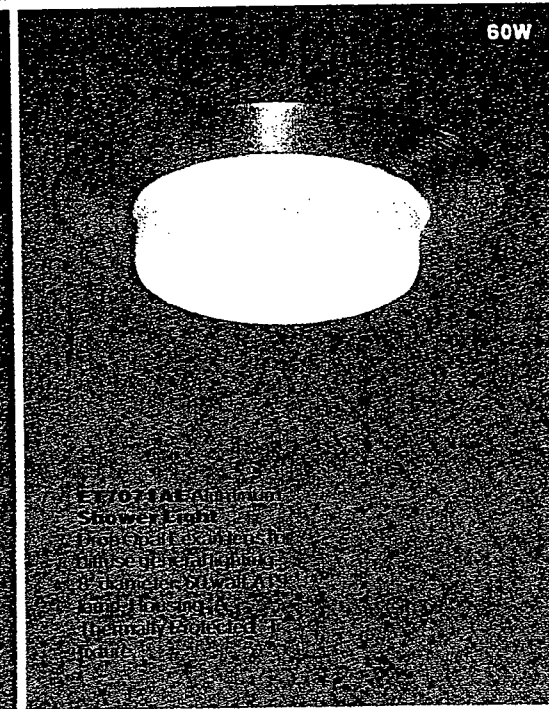
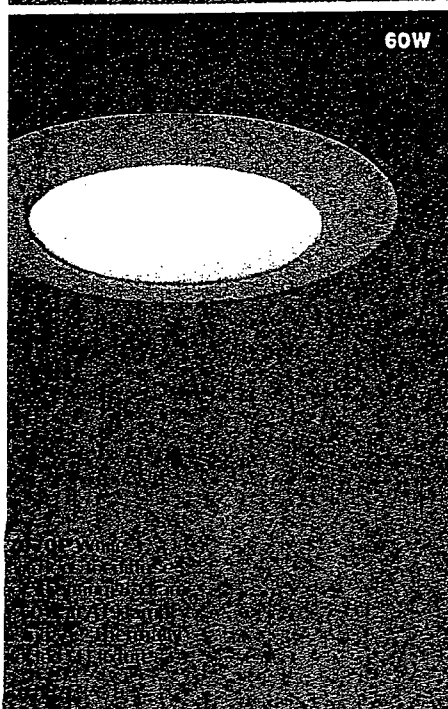
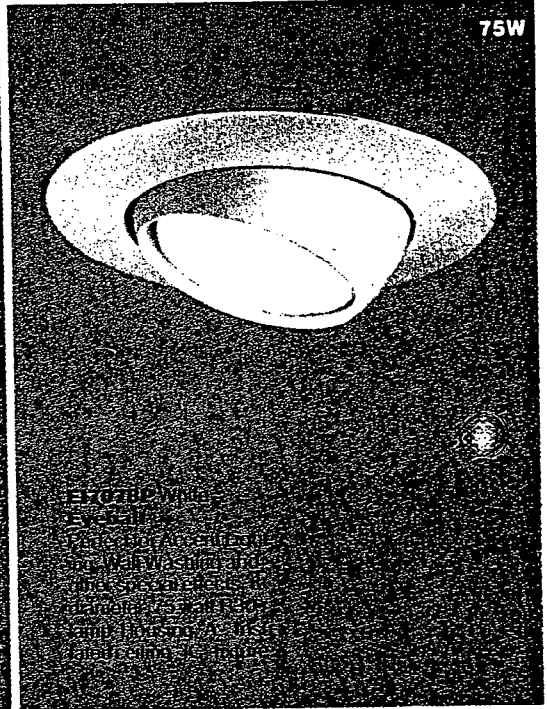
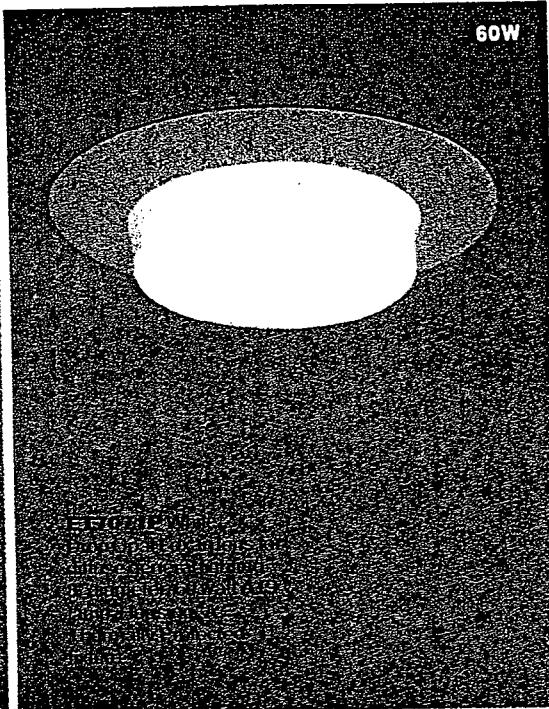
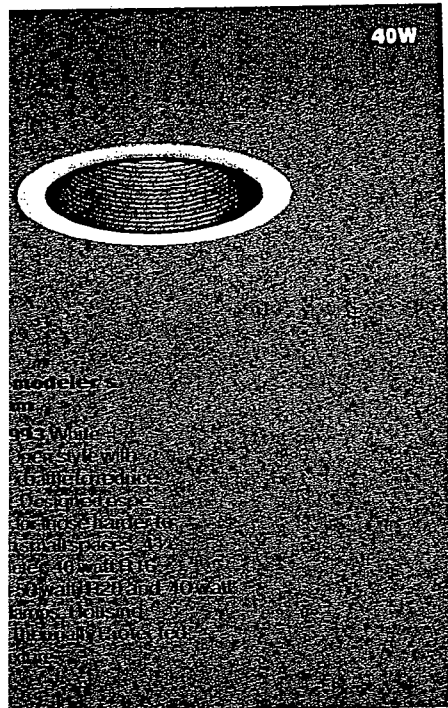
Separate ground wire to insure safe operation.

Edison Recessed Fixtures

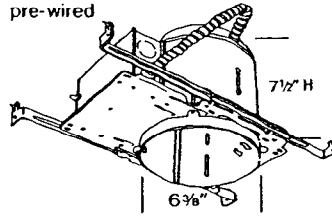
Match Form and
Function with Safety

Every Edison pre-wired Recessed fixture is packaged and sold as a complete unit including trim ring, housing, mounting hardware, hanger bars and remodeling clips. In selecting an Edison Recessed fixture, the consumer need only know the ceiling condition and the lighting effect he desires.

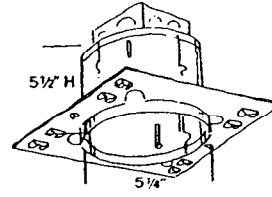
Models



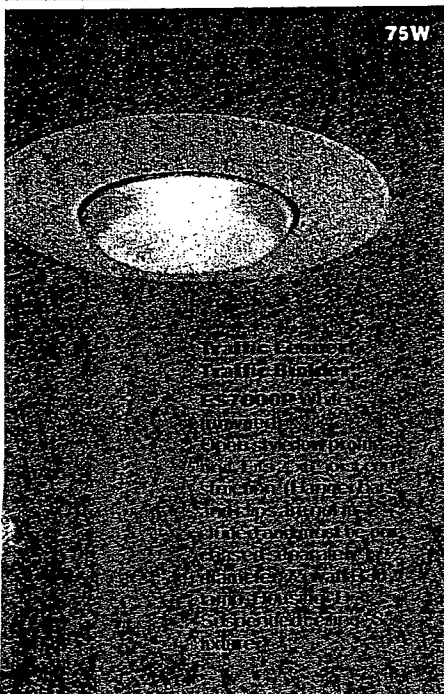
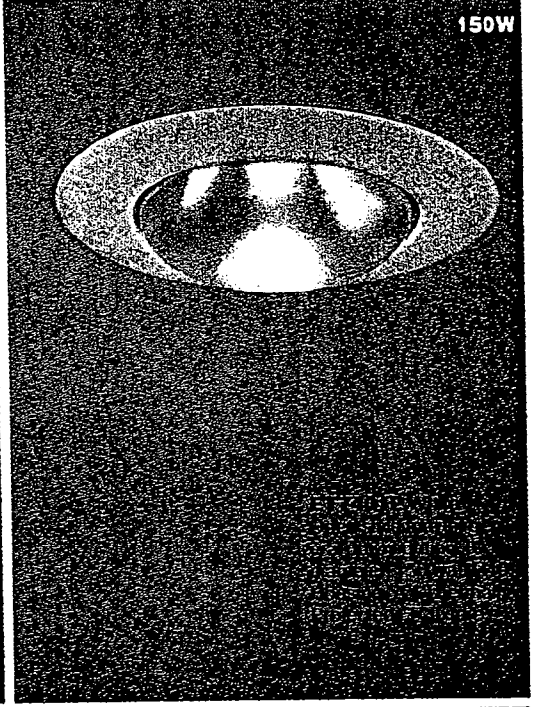
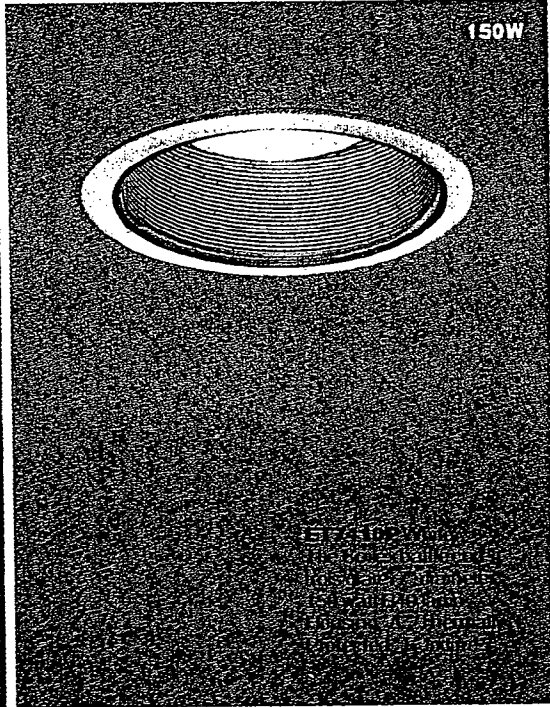
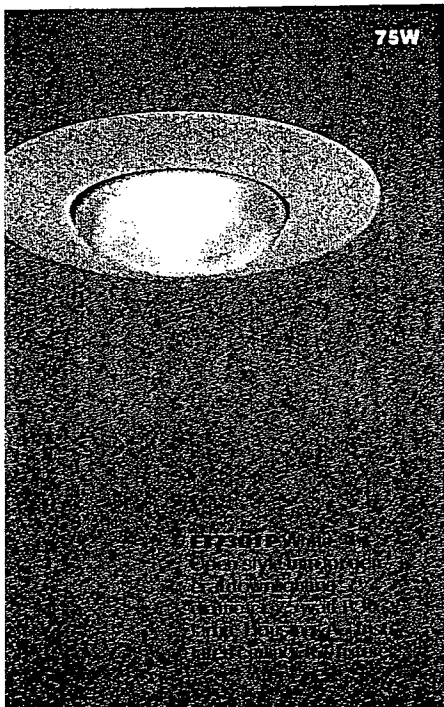
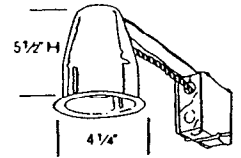
Housing "A"
pre-wired



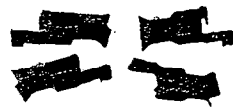
Housing "B"
unwired



Housing "C"
pre-wired



**Accessories for
ES7000**

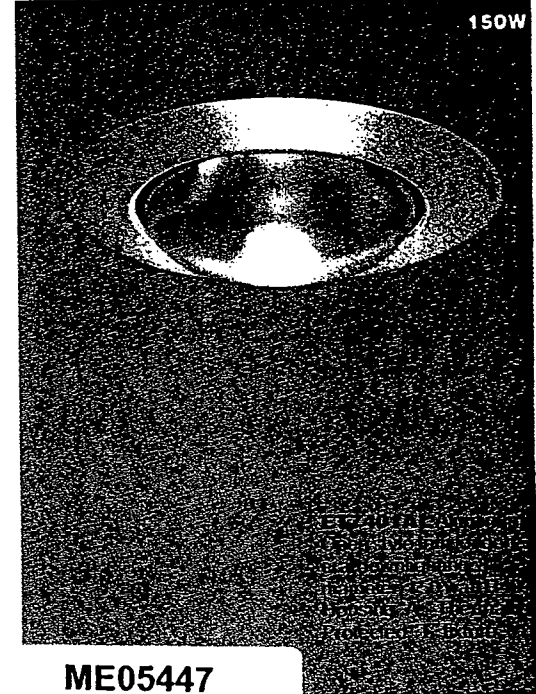


TB-7
T-Bar attachment clips.



HB2-24
Bar Hanger for sus-
pended ceilings. Spans
up to 24" ceiling
openings.

HB-3
Bar hangers for sus-
pended ceilings. Will
span up to 18".

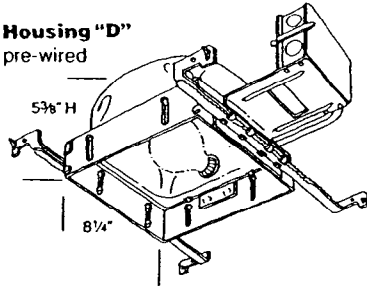


ME05447

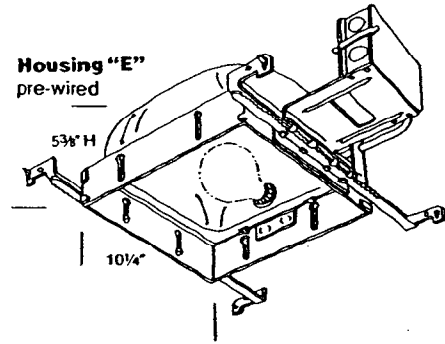
son Recessed tures

ch Form and
ction with Safety

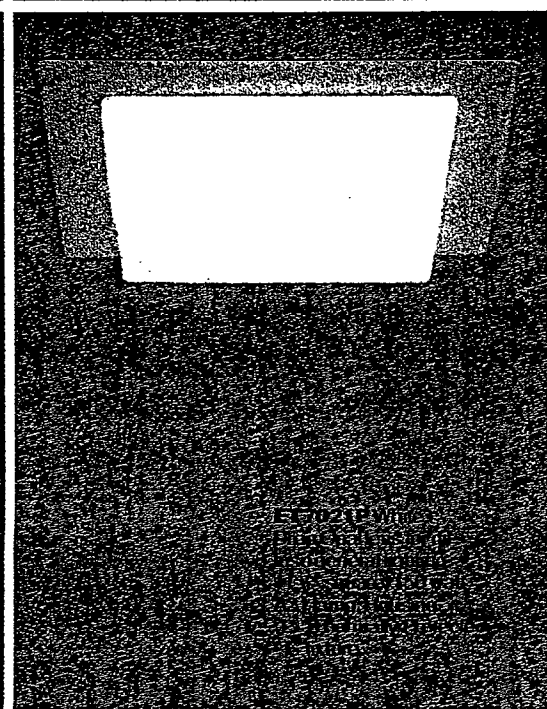
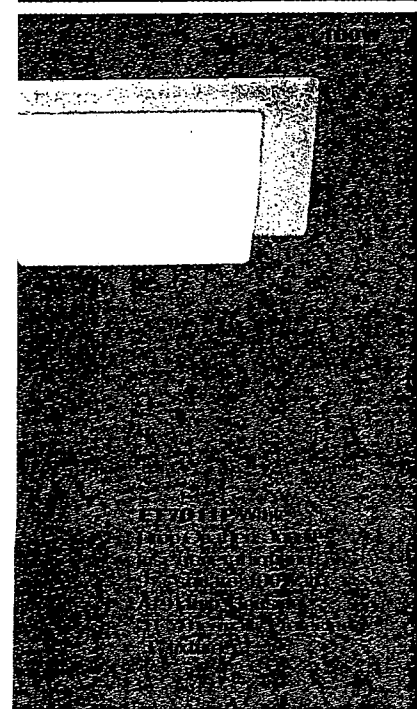
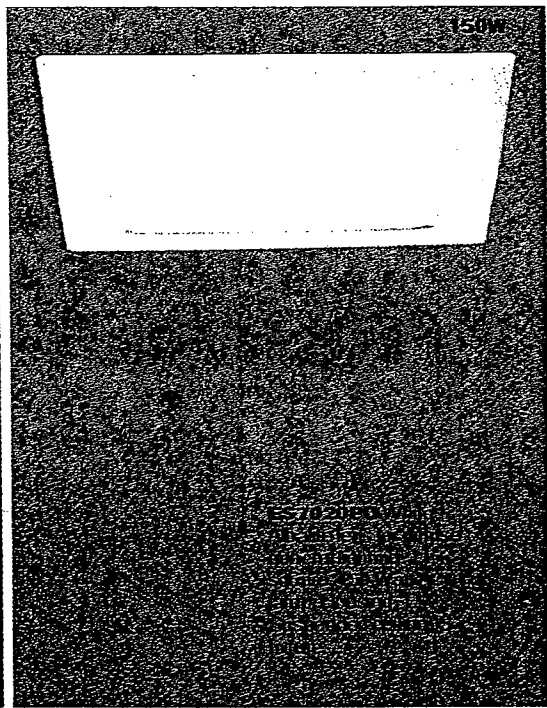
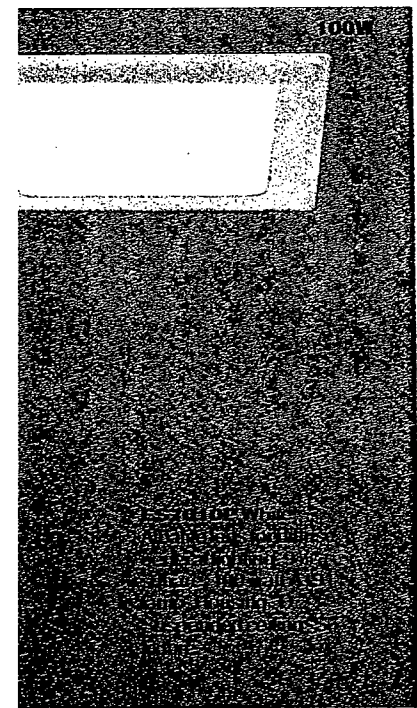
Housing "D"
pre-wired



Housing "E"
pre-wired



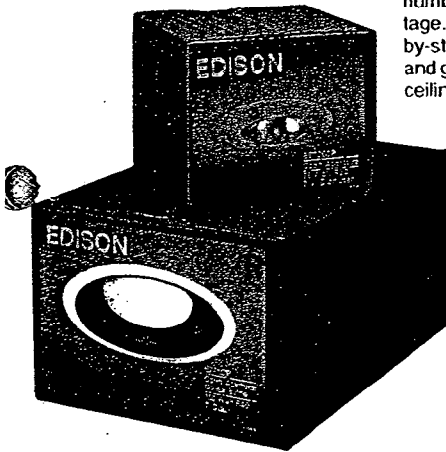
es



Recessed Merchandising Aids

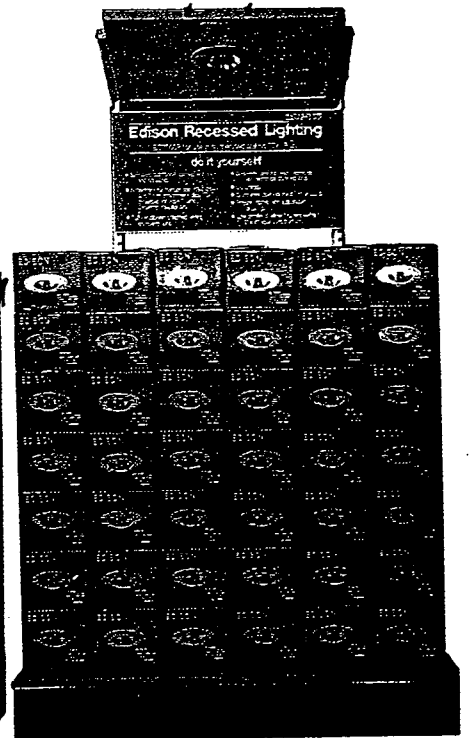
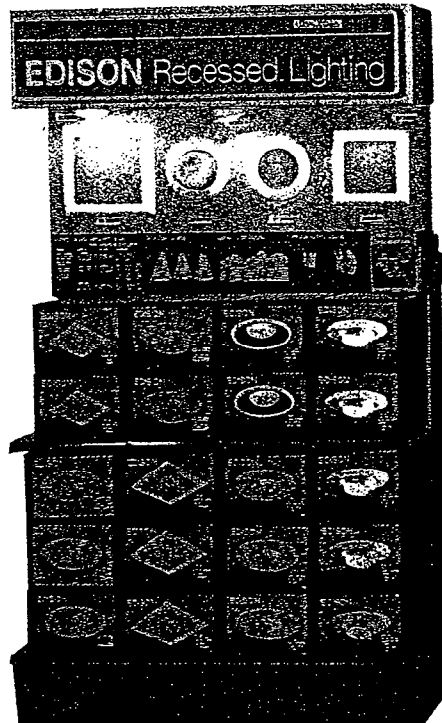
Packaging

Every Edison carton makes a sale! All Recessed products are packaged in a colorful carton with a full-color label that clearly identifies product, catalog number, size and wattage. We include a step-by-step instruction sheet and guide to the NEC/UL ceiling applications.



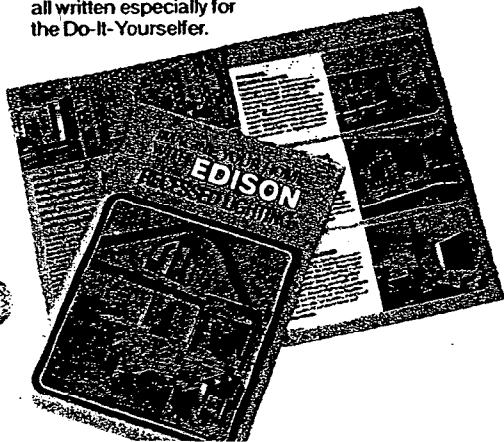
Product Displays

Edison makes it easy to sell Recessed fixtures with two Electrified Product displays.



Recessed Consumer Product Brochures

Complete guide for the consumer on all aspects of Recessed lighting. Includes installation methods, lighting effects, NEC/UL regulations... all written especially for the Do-It-Yourselfer.



ERD-7 Perfectly coordinates with the Edison Trac and Lantern displays to present a Lighting Center Look within the electrical department. This 30" high one-piece display mounts easily to 48" wide store gondolas. This display features seven of the most popular Edison trims and is equipped with cord and plug for demonstration purposes. Handy built-in literature

ERD-1 Specially designed to feature our best selling ES7000. Perfect for end-aisle placement as a traffic builder. Unique clear plastic header lets the Do-It-Yourself consumer see the wiring, junction box and all other aspects of the installation.

**Edison Outdoor
Lanterns**

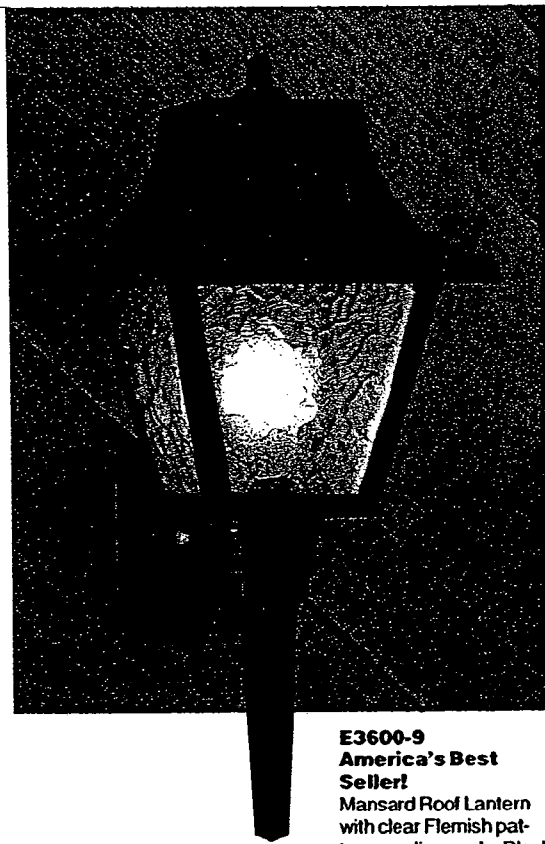
Warm Welcome!
Big Sales
Opportunity!



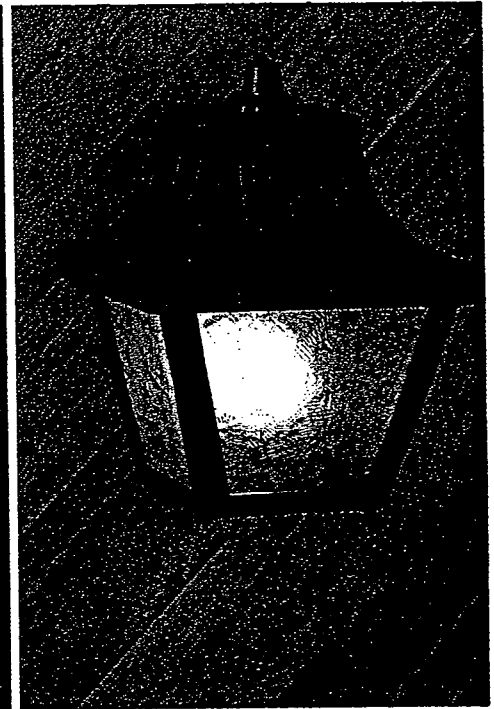
**Edison Outdoor Lanterns:
Today's Best Value!**

The best sales opportunity in lighting today is the replacement market for residential outdoor fixtures. Edison Outdoor Lanterns are economically priced and are a perfect project for the novice Do-it-Yourselfer. They are easy to install and provide immediate consumer satisfaction. Edison Outdoor Lanterns are weatherproof, rustproof and rugged. They never need painting and will not rust, chip or peel. They are proven best sellers for wall, ceiling or post top mounting styles.

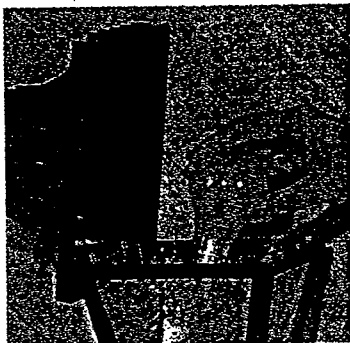
**Mansard Roof
Style**



**E3600-9
America's Best
Seller!**
Mansard Roof Lantern with clear Flemish pattern acrylic panels. Black Finish. 17" height, 7 $\frac{3}{4}$ " width, 8 $\frac{1}{4}$ " extension from wall. Up to 60 watt A19 bulb.



E3800-9
Mansard Roof "Pocket Lantern with clear Flemish pattern acrylic panels. Black Finish. 9 $\frac{1}{2}$ " height, 8 $\frac{1}{2}$ " width, 5 $\frac{1}{2}$ " extension from wall. Up to 60 watt A19 bulb.

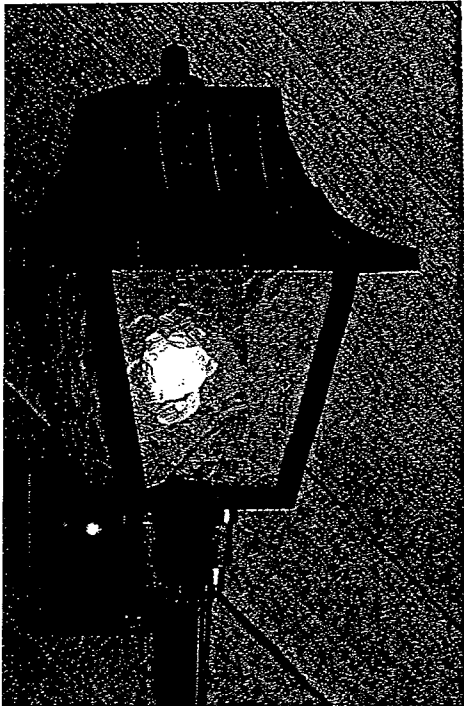


Easy Relamping
All Edison Lanterns use popular and readily available medium base bulbs. Most Edison Lanterns feature a unique pivoting roof that swings open, allowing quick, easy bulb replacement.

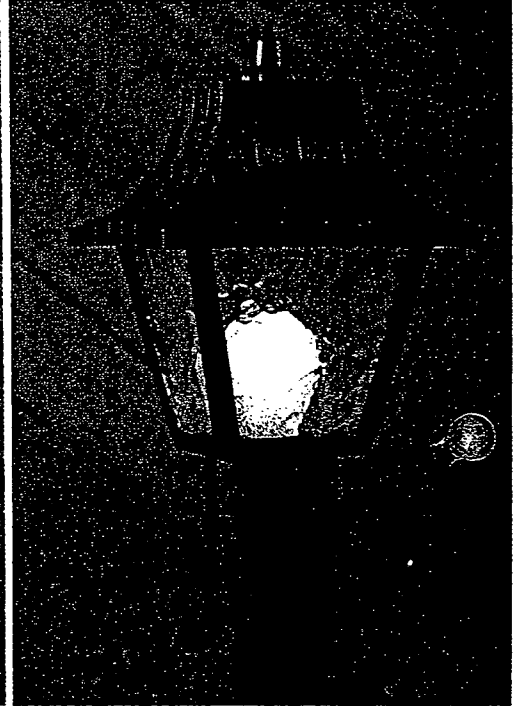
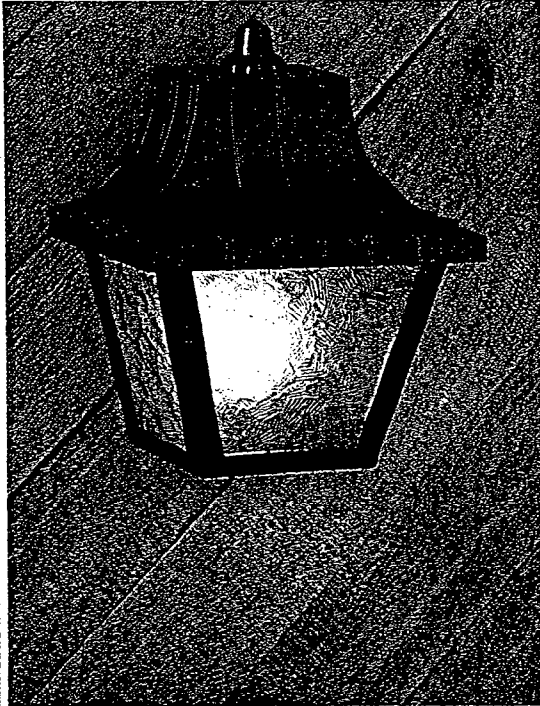
Edison Outdoor Lanterns

Low Cost —
Long-Lasting —
Sales Leaders!

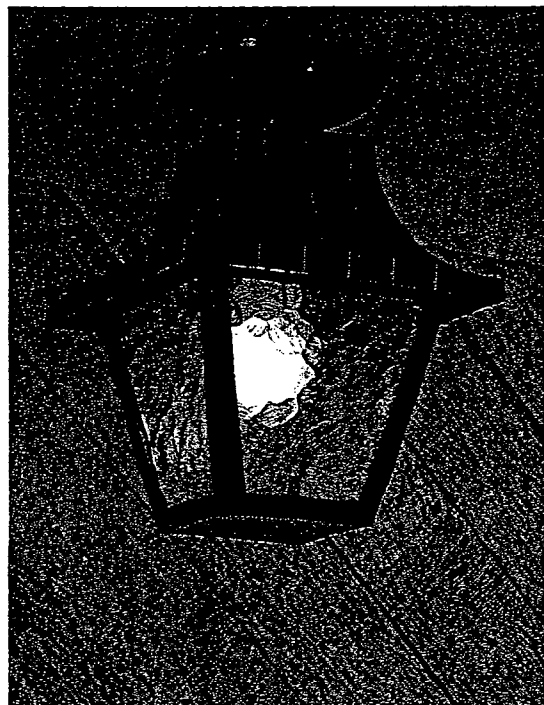
E3801-9
Mansard Roof "Pocket"
Lantern with Amber
Flemish pattern acrylic
panels. Black Finish.
9 1/4" height, 8 1/2" width,
5 1/8" extension from wall.
Up to 60 watt A19 bulb.



E3601-9
Mansard Roof Lantern
with Amber Flemish pat-
tern acrylic panels. Black
finish. 17" height, 7 3/4"
width, 8 1/4" extension
from wall. Up to 60 watt
A19 bulb.



E3700-9
Mansard Roof Lantern
for Post Top Mounting
with clear Flemish pat-
tern acrylic panels. 11"
height, 8" square base.
Up to 60 watt A19 bulb.

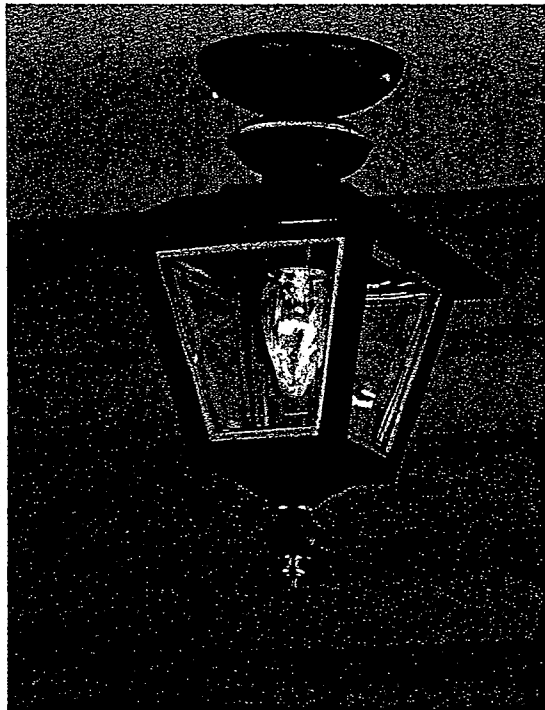


E3200-9
Mansard Roof Ceiling
Mounted Lantern with
clear Flemish pattern
acrylic panels. Black
Finish. 10 3/4" height, 8"
width, 8" depth. Up to 60
watt A19 bulb.

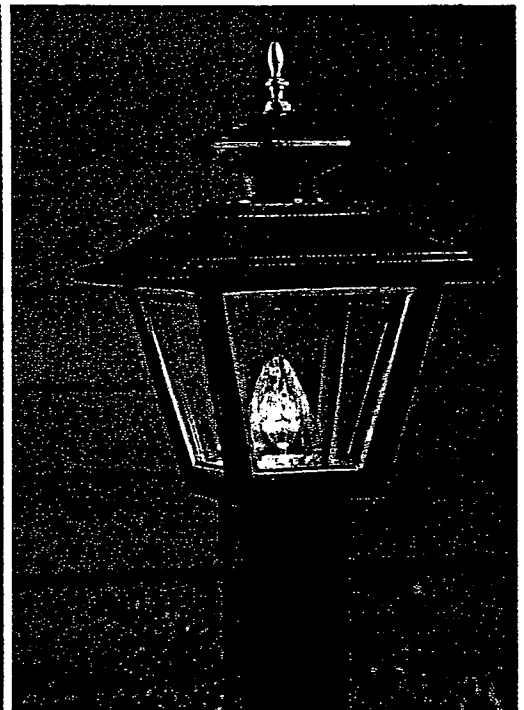
**Traditional
Favorite!**



E3626-9
Traditional Lantern.
Clear acrylic beveled
panels. Black with Bright
Brass Finish trim. 19"
height, 7¾" width, 8"
extension from wall. Up
to 60 watt bulb. Flame
style recommended.



E3226-9
Traditional Ceiling
Mounted Lantern. Clear
acrylic beveled panels.
Black with Brass Finish
trim. 12½" height, 7¾"
width, 7¾" depth. Up to
60 watt bulb. Flame style
bulb recommended.



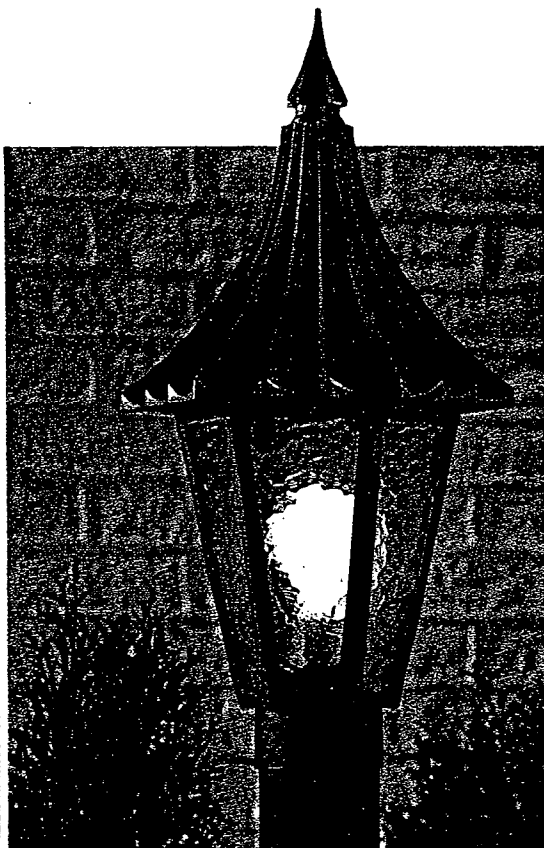
E3726-9
Traditional Lantern for
Post Top mounting.
Clear acrylic beveled
panels. Black with Brass
Finish Trim. 10¾" height,
7¾" square base. Up to
60 watt bulb. Flame style
bulb recommended.

lison Outdoor interns

any Choices...
any Sales
opportunities!



E3610-9
Nautical style clear glass
Wall Bracket. Black
Lexan filter is virtually
indestructible. 6" height,
4½" width, 4¾" exten-
sion from wall. Up to 60
watt A19 bulb.



E3707-9
Matching Post Top.
Amber Flemish style
acrylic panels. Black
Finish. 19" height, 9½"
square base. Up to 60
watt A19 bulb.

E3901-9
Metal Post for Lantern.
Black Finish. The post is
84" high with a 3" outer
diameter.

(top)

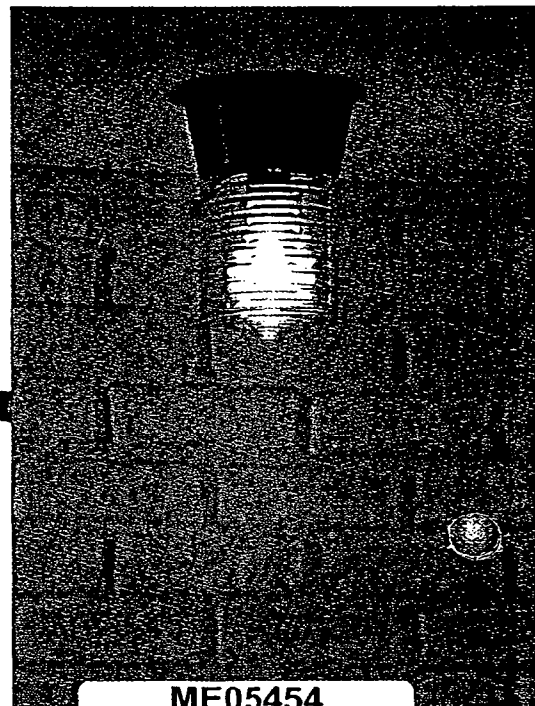
E3610-9

Nautical style clear glass
Wall Bracket. Black
Lexan filter is virtually
indestructible. 6" height,
4½" width, 4¾" exten-
sion from wall. Up to 60
watt A19 bulb.

(bottom)

E3314-9

Nautical Style Clear
Glass Ceiling Mount.
Black Finish. 7½" height,
4½" diameter. Up to 60
watt A19 bulb.



ME05454

(top)
E3619-9
 Smoke Glass Sphere. Textured Black Lexan fitter is virtually indestructible. Sphere is 5" in diameter. 6¼" total height. 5½" extension from wall. Up to 60 watt A19 bulb. Clear bulb recommended.

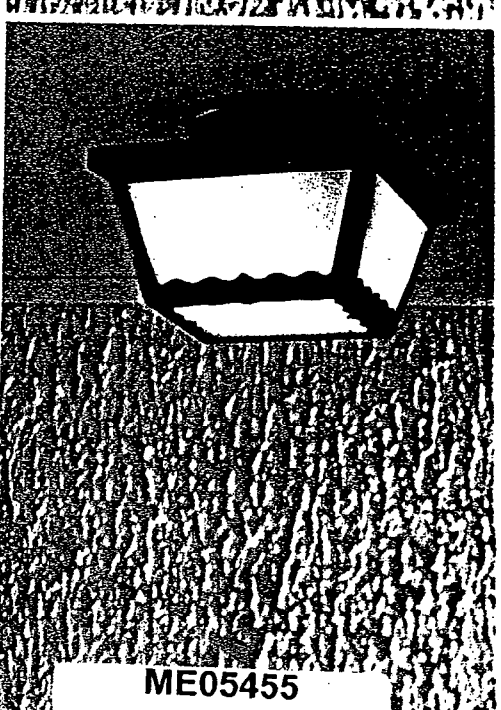
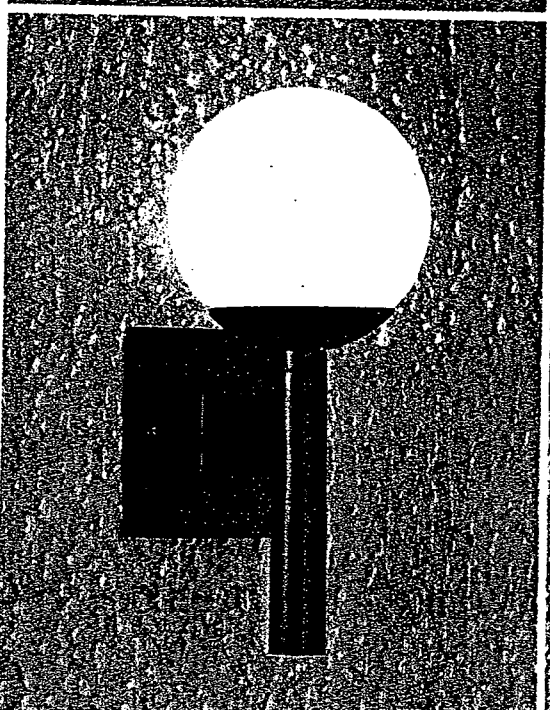
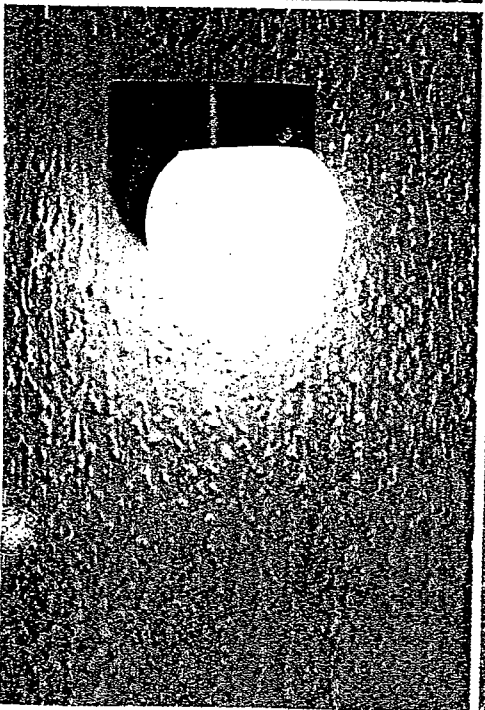
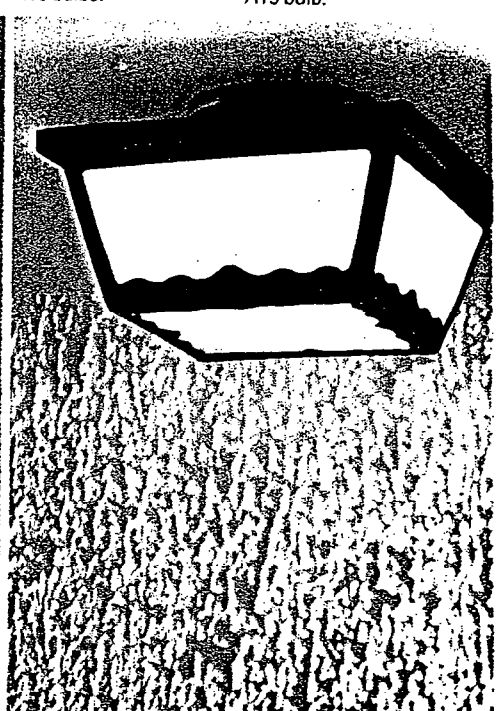
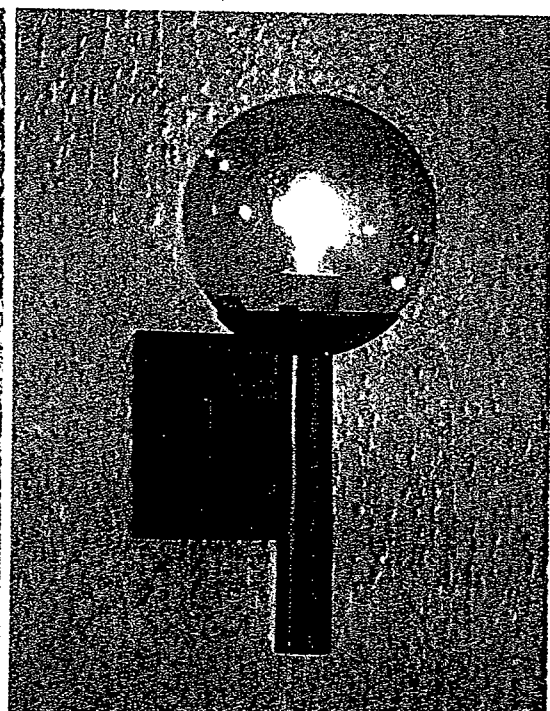
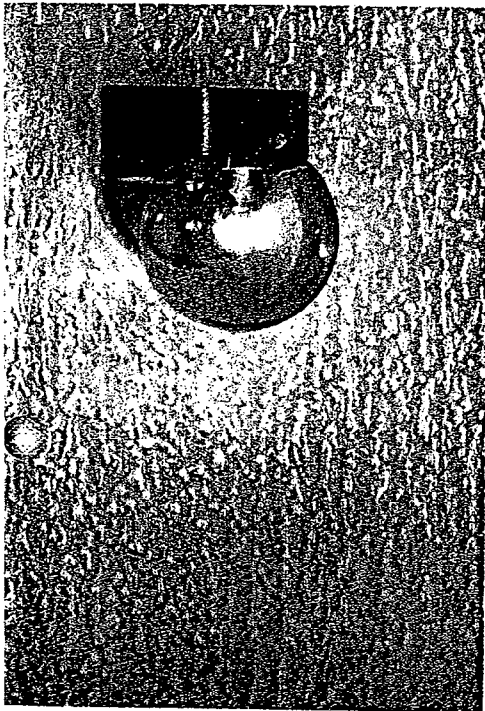
(bottom)
E3620-9
 Opal Glass Sphere. Textured Black Lexan fitter is virtually indestructible. Sphere is 5" in diameter. 6¼" total height, 5½" extension from wall. Up to 60 watt A19 bulb.

(top)
3624-9
 6" Smoke Glass Sphere. Wall bracket. Black finish. 13" total height, extends 6½" from wall. Up to 60 watt A19 bulb.

(bottom)
3623-9
 6" Opal Glass Sphere. Wall bracket. Black finish. 13" total height, extends 6½" from wall. Up to 60 watt A19 bulb.

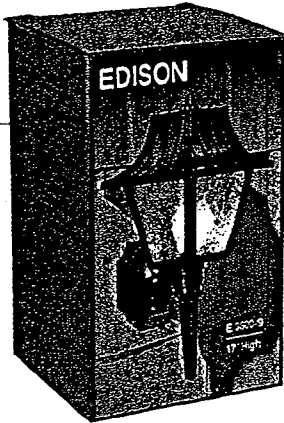
(top)
E3311-9
 Tapered Square Porch Ceiling lighting fixture. Black Finish with Opal lens. Hinged for easy relamping. Two light unit. 9½" square, 4¼" depth. Up to two 60 watt A19 bulbs.

(bottom)
E3310-9
 Tapered Square Porch Ceiling lighting fixture. Black Finish with Opal lens. Hinged for easy relamping. One light unit. 7¾" square, 3¾" depth. Up to 60 watt A19 bulb.

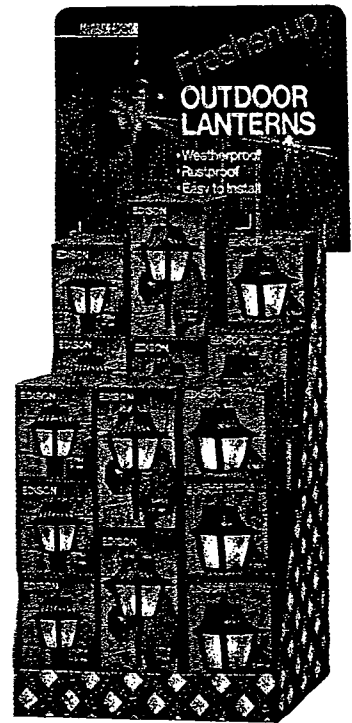


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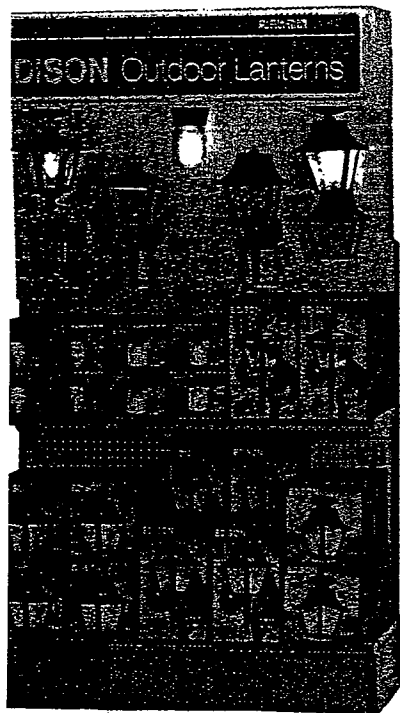
interns erchandising ds



Packaging
Show and Sell with our full-color lantern packaging. Almost life-size photographs for tremendous consumer impact. The full-color labels feature product description including dimensions and wattage.



EPOP-1 A colorful corrugated displayer that can accommodate Edison lantern cartons and provide immediate merchandising impact. Quick, easy, tool-free set up. Includes base and full color header.



ED-7 Seven of our most popular lanterns featured on this one-piece backboard. Electric and equipped with a convenient line-cord and plug that lets you demonstrate these best-selling lanterns.



ELD-25 For the complete Lantern Department, we recommend this display be used in conjunction with the ELD-7. Features a wide assortment of best-selling lanterns and brackets.

Guidelines for fixture installation

Each fixture is designed and engineered to provide optimum safety and performance when used with the recommended lamps.

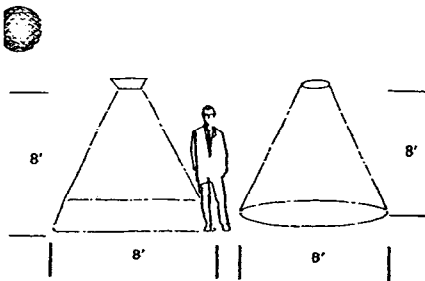
Certain Edison Trac lampholders and Recessed fixtures have built-in reflectors that enable them to be used with conventional A lamps (light bulbs). Other fixtures

use high efficiency R and PAR lamps which have internal reflectorized coatings, with various beam spreads that offer narrow to wide patterns.

Guidelines for fixture installations to achieve certain lighting results are outlined below.

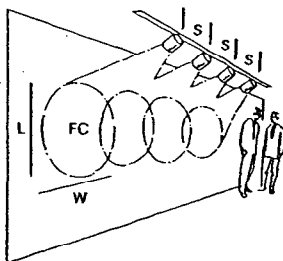
Installation Guidelines

With most Edison Recessed fixtures, the primary lighted area will be approximately as large as the height of the ceiling, i.e., in an 8' ceiling a 100 w square will light an 8' by 8' area. A round lens type downlight will light an 8' diameter circle.



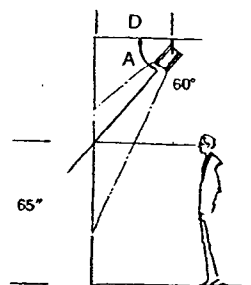
Washing a Wall with Light

Vertical surface can be flooded with overall light to add drama or enhance the spatial aspects of the interiors. A grazing or sharp angle of light might be used with fixture installed 12" to 18" from the wall. A scalloping lighting effect can be achieved by placing lamps at regular interval so that the elliptical pattern of their beams are defined.



Lighting a Painting

A major factor in lighting vertical surfaces is the correct placement of the light fixture to insure that proper aiming angles are achieved. The center of the projected beam spread should be focused at eye level or approximately 65" from the floor. To avoid glare from glossy or reflective surface a 60° aiming angle from the horizontal should be maintained.

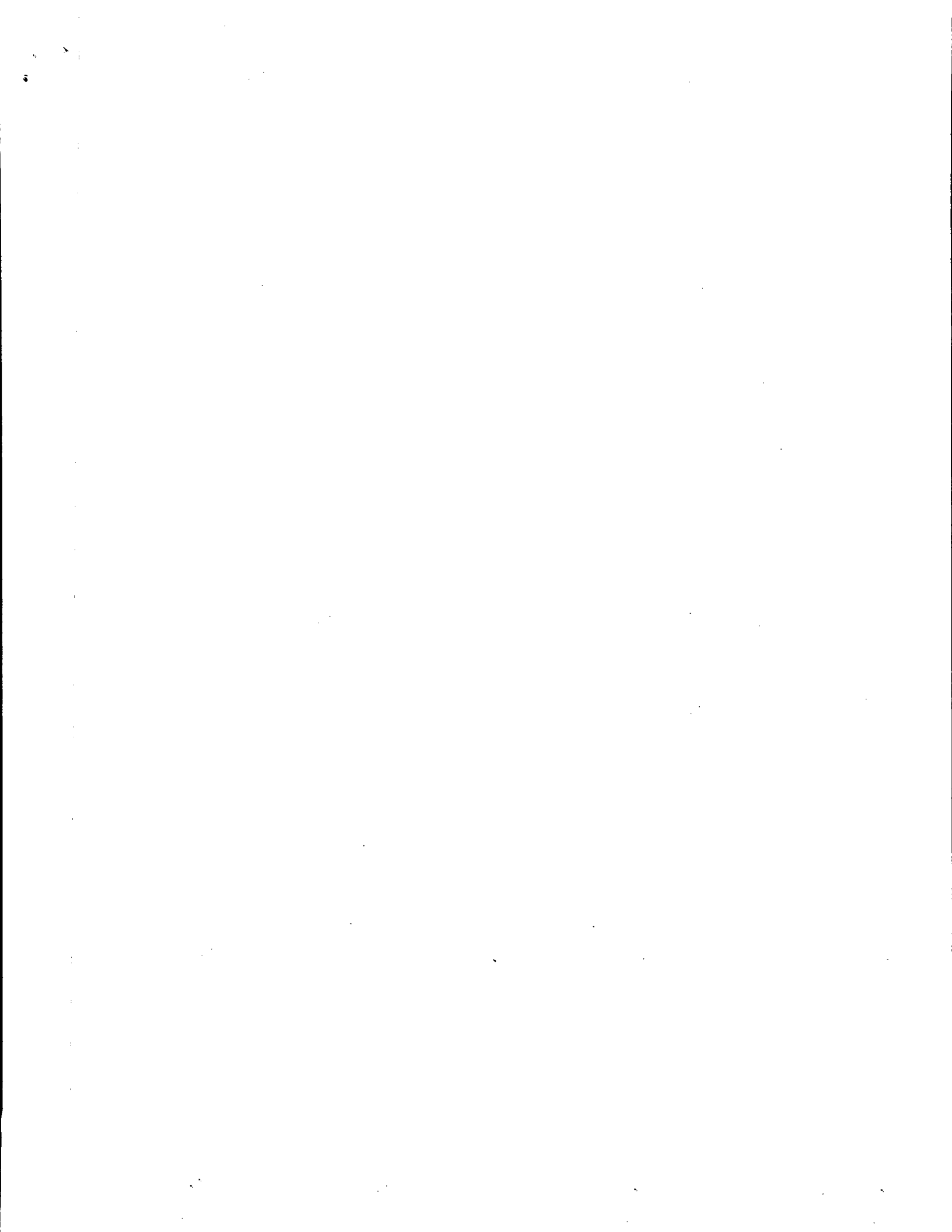


Lamp Performance Data

	D	FC	L	W	S
30W R20 FL	2	16	5	3	3
	3	7	7	4	4
40W R16	2	16	4	4	3
	3	7	5	6	5
50W R20 FL	2	32	5	3	3
	3	14	7	5	4
75W R30 FL	2	43	4	5	4
	3	19	6	7	6
75W R30 SP	2	69	5	2	2
	3	31	7	4	3
100W R25	2	48	4	3	2
	3	21	6	4	4
150W R40 FL	3	49	6	7	5
	4	27	8	9	7
150W R40 SP	3	102	7	3	3
	4	57	10	4	4
150W PAR38 FL	3	89	7	4	4
	4	50	9	5	5
150W PAR38 SP	3	190	5	2	2
	4	107	6	3	3

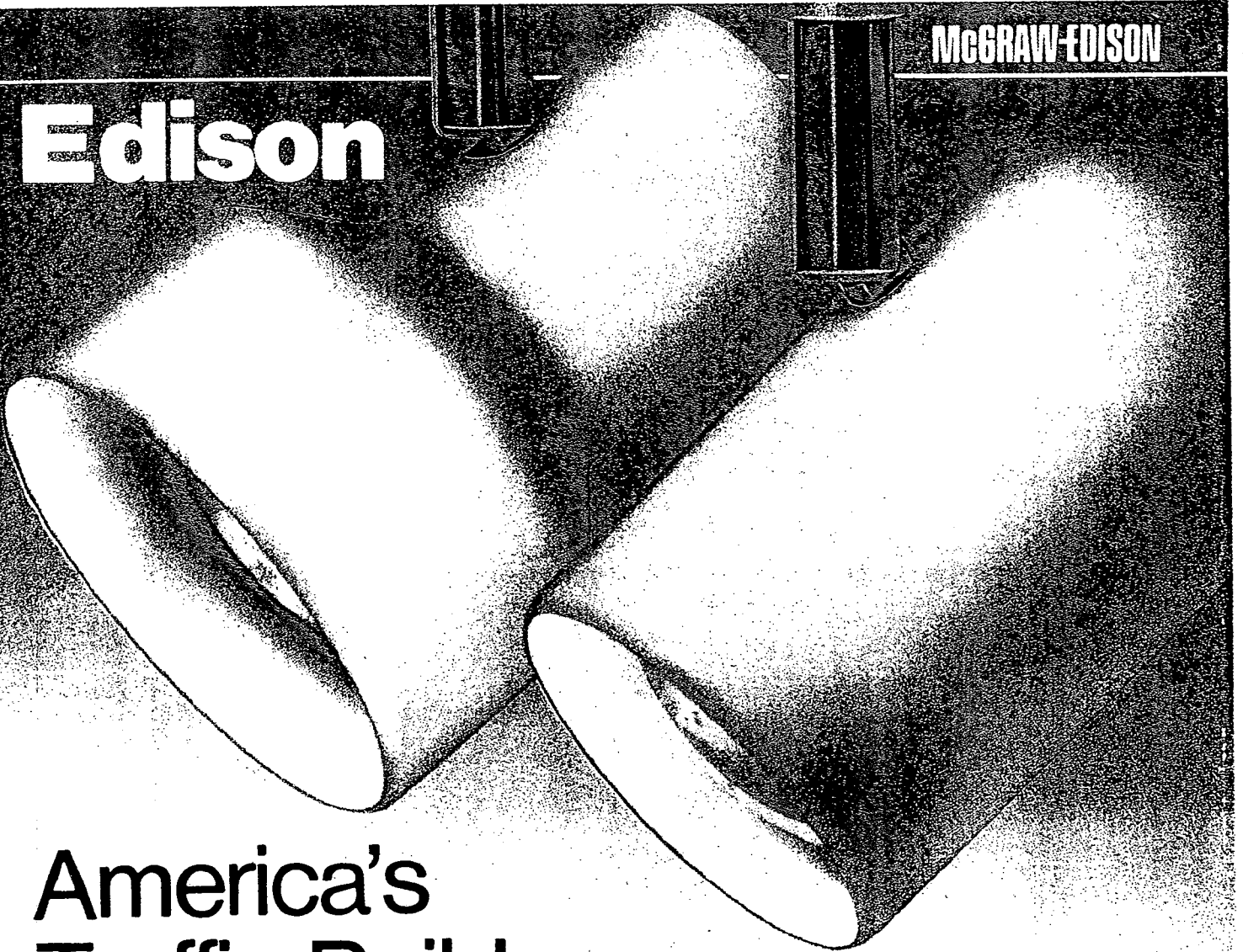
Track application illustration, letter code key

- A** Aiming angle
- D** Distance to fixture from wall or floor
- FC** Maximum horizontal footcandles on wall or floor within the effective visual beam
- L** Effective visual beam length in feet
- W** Effective visual beam width in feet
- EVB** Effective Visual Beam, the point that the candle power is reduced to a ratio of 5:1 from the light source
- S** Spacing, the maximum distance between fixtures for uniform illumination, taking into consideration overlap of beams.



McGraw-Edison

Edison

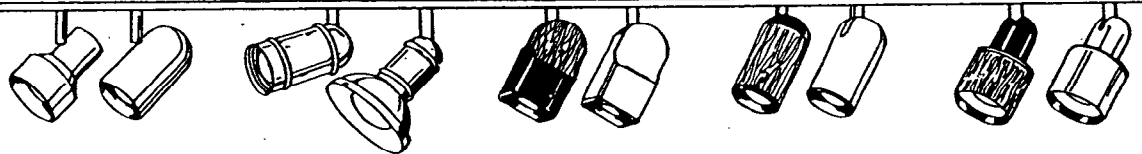
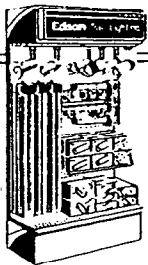


America's Traffic Builders

America's largest trac manufacturer offers two new traffic builders . . .

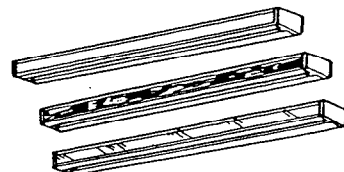
E2600P Roundback Cylinder, white . . . Uses 50W R20 or 60W A19 lamps. Contemporary styling that fits into all existing Edison trac. No need to add new trac or accessories.

E2700P Step Cylinder, white . . . Uses 50W R20 or 60W A19 lamps. Handsome styling that fits into all existing Edison trac. No need to add new trac or accessories.



Display the Edison Trac Line . . . it sells itself.

Miniature size Trac . . . decorator designs and finishes . . . simple push-in connectors . . . packaged complete and ready to install by do-it-yourselfers. It's the most popular system because it's the most versatile: for permanent or portable installation on walls, ceilings, under cabinets, anywhere accent or mood lighting is needed.

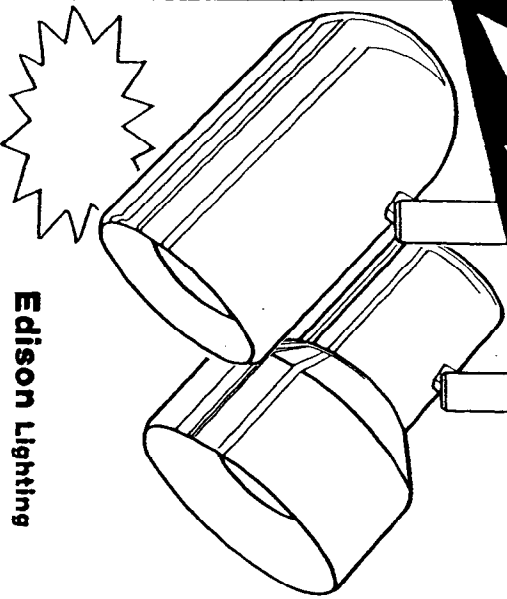


ME05458

THESE
ADS CAN BE REDUCED BY
YOUR LOCAL NEWSPAPER TO
FIT SINGLE COLUMN USE
WITHOUT ADDITIONAL COST

Edison Trac Lighting

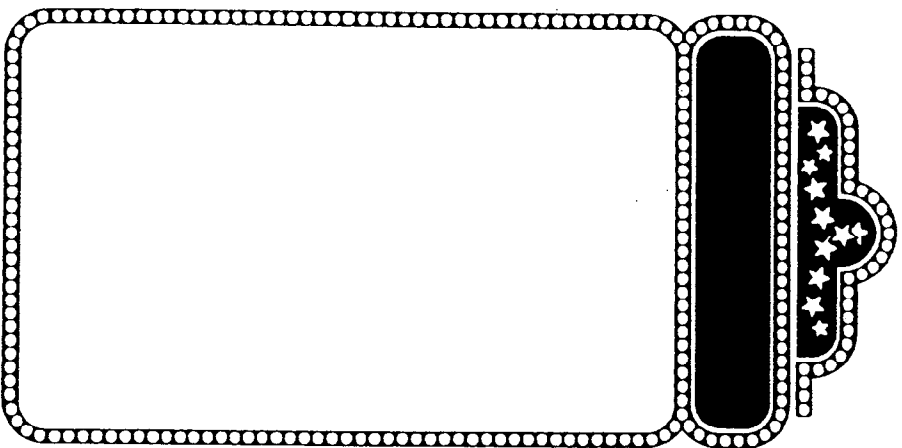
NOW ANY HOME CAN HAVE



Edison Lighting

Easy to install, portable, sized and styled for every area in house, apartment, loft! Shop the complete display of Edison Mini Trac, lampholders and accessories. Buy it today, enjoy it tonight!

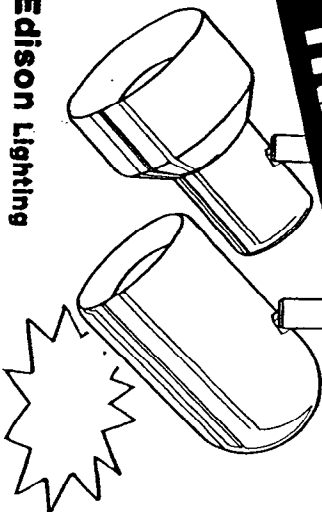
(Customer Imprint Area)



Reduced at 71 percent

EDISON TRAC SYSTEM OFFERS NEW...

CYLINDER TRAC LIGHTS



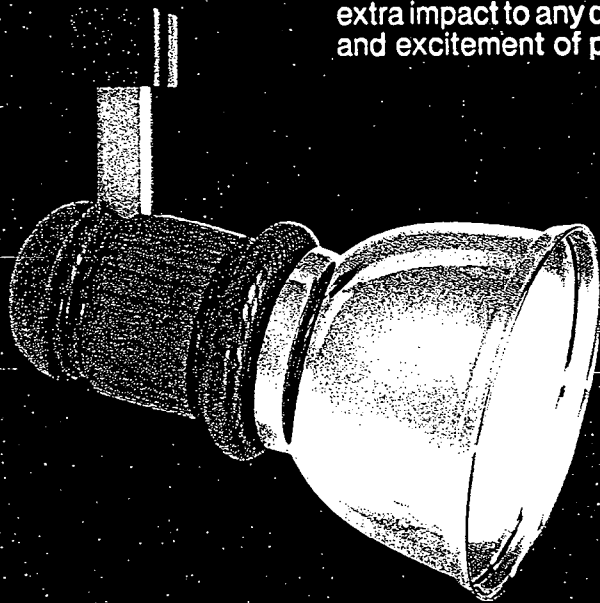
Edison Lighting

Styled to flatter any modern decor. Sized for use in any room, on wall, ceiling under cabinets, lighting work space, spotting prized possessions. Part of Edison's versatile, easy-to-install Trac System. Buy it today, enjoy it tonight! Shop the complete display of Edison Mini Trac, lampholders and accessories. The Go Anywhere, Do Anything Lighting System.

(Customer Imprint Area)

Edison Lighting: New Releases

Five great new lampholders . . . all designed for use with the Edison Power - Trac system . . . all designed to add extra impact to any decorating scheme. Plus the warmth and excitement of polished brass!



E2545B

A real wood lampholder with gleaming brass metal shade . . . a real touch of class and an Edison exclusive.

For use with 75W R30 lamps.

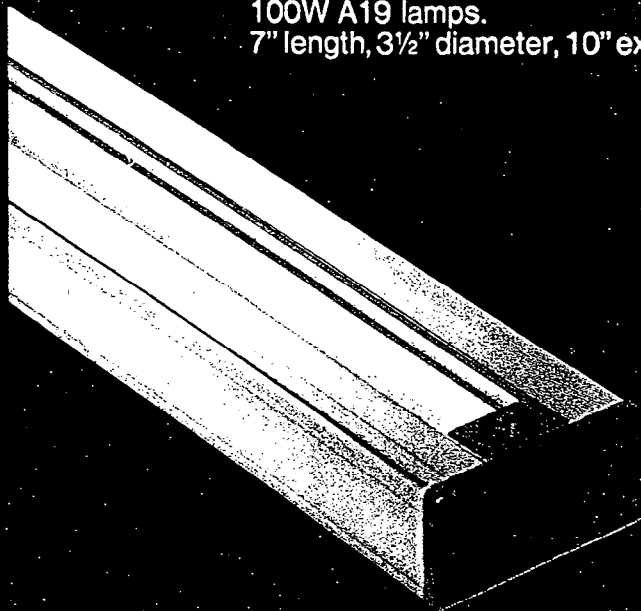
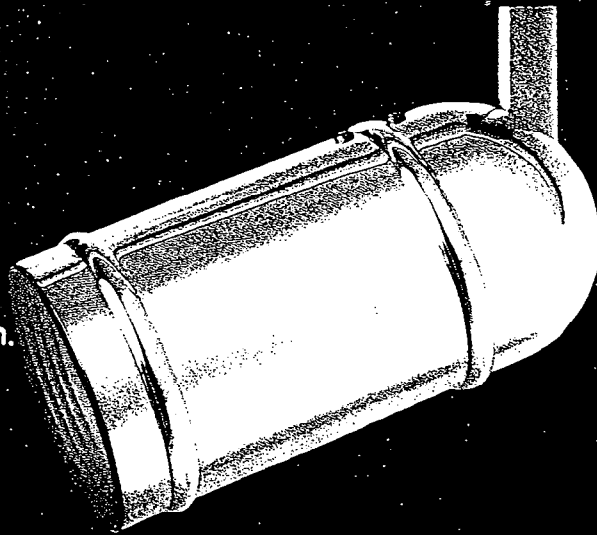
8" length, 5 3/8" diameter, 10 3/4" extension.

E2711B

Traditional style lampholder in a gleaming polished brass finish.

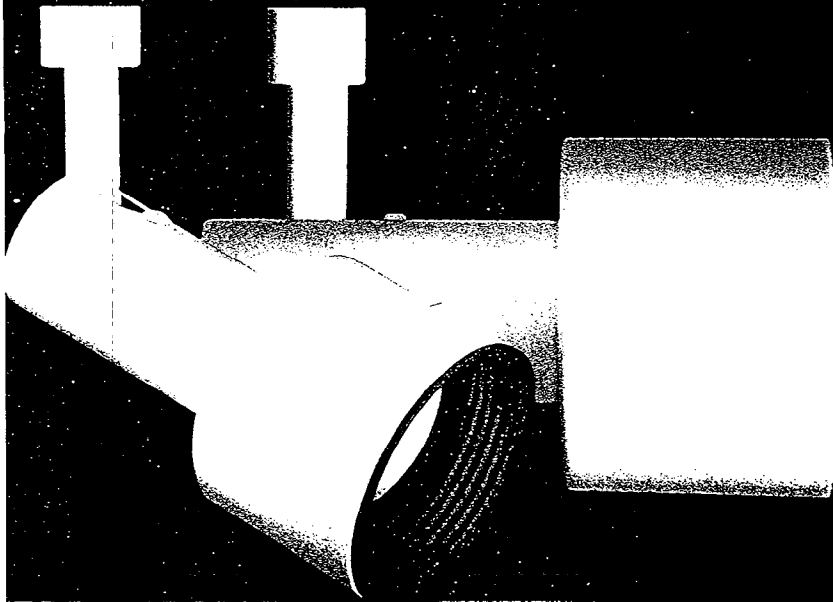
For use with 30 to 50W, R20 or 100W A19 lamps.

7" length, 3 1/2" diameter, 10" extension.



E4001B

4' polished brass track . . . the perfect companion for the new polished brass lampholders. Packaged in a blister pack with complete installation instructions.



E2732P, E2733P

Two sizes of the Classic Continental ... a shape that blends well with a number of decorating styles. Two sizes to handle a number of lighting jobs.

(E2732) 30 to 50W R20 or 100W R25.
6⁵/₈" length, 3⁵/₈" diameter,
9³/₈" extension.

(E2733) 75W R30 or 100W R25.
8³/₄" length, 4⁷/₈" diameter,
11¹/₈" extension.

E2762AB

America's favorite lampholder now offered in antique brass ... perfect for panelled interiors.

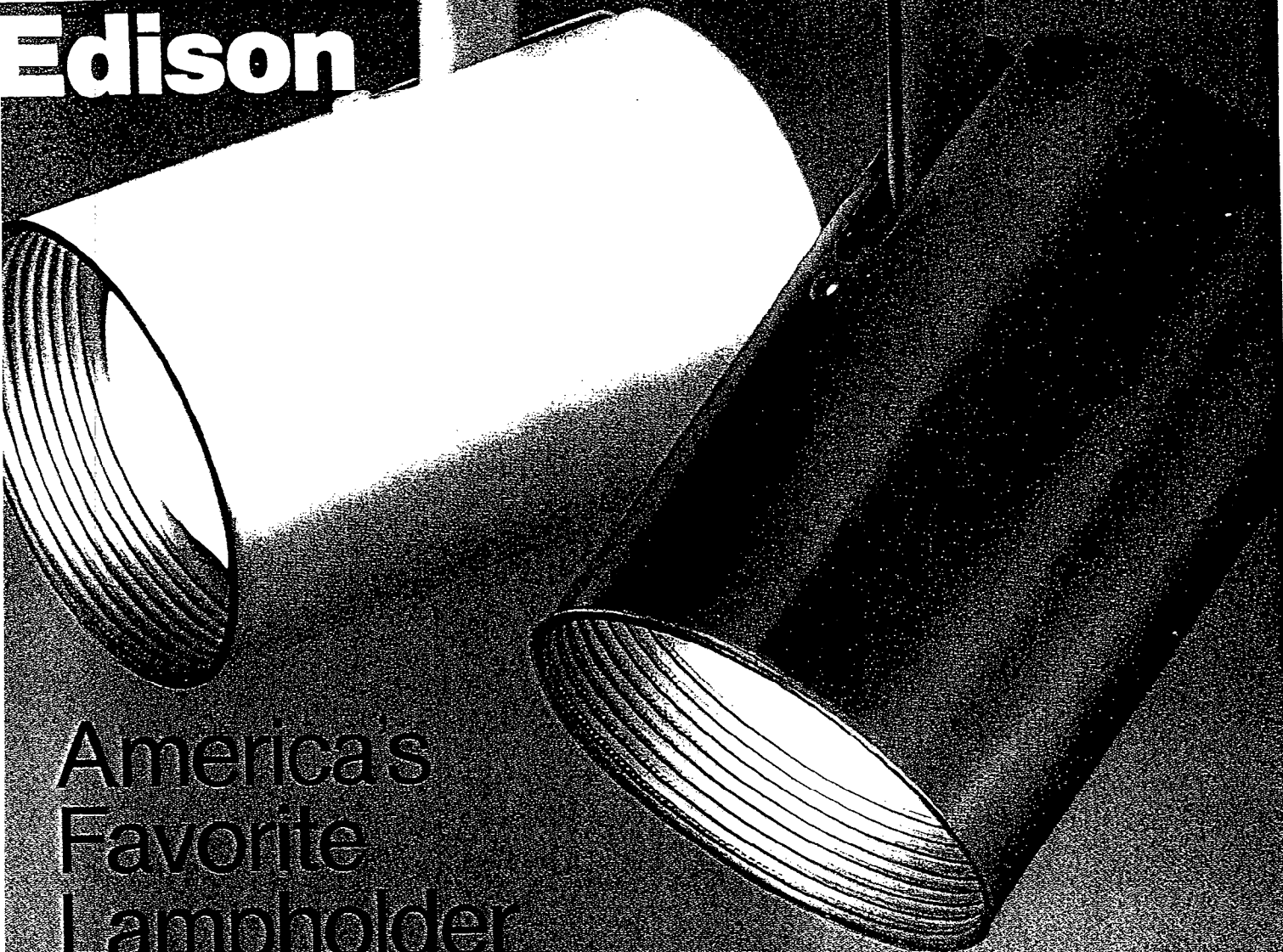
For use with 30 to 50W R20 or 100W R25 lamps.
5¹/₂" length, 3³/₄" diameter,
7¹/₄" extension.



ME05461

Edison Lighting
McGraw Edison Company
400 Buess Rd.
Elk Grove Village, IL 60007

Edison



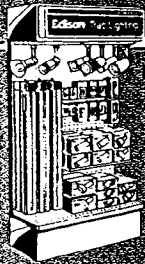
America's Favorite Lampholder

Now available in 4 color display package, and Edison's Edison Trac-Lite™ system.

Trac-Lite™ is the most popular cylinder lamp holder in America today.

E2762PC is standard cylinder scaled lamp holder, 3 1/2" (95mm) deep. Fits accessory lamp or 100W incandescent lamp. Black color with 2nd 2000 hour lamp touch inside, reduces glare. Available in white enamel finish.

E2762MB shown above in matte black finish. Available in optional 4 color display, packaged shipped in one carton.



Edison Trac-Lite™
4 color display package




Display the Edison Trac-Lite™ - it sells itself!

Miniature 32 pin decoder designs and finishes. Simple push-in connectors. Packaged complete and ready to install by do-it-yourselfers. It's the most popular system because it's the most versatile. For permanent or portable installation on walls, ceilings, under cabinets, anywhere a cent or more lighting is needed.



NOW ANY HOME CAN HAVE

Edison Trac Lighting

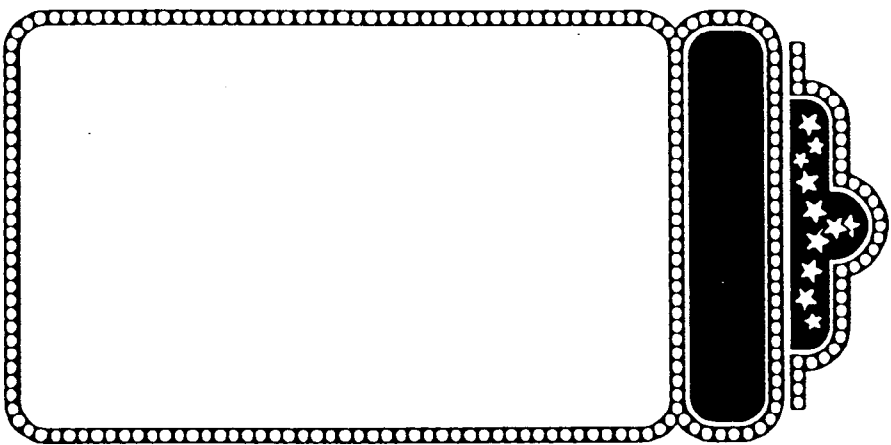


Edison Lighting

Easy to install, portable, sized and styled for every area in house, apartment, loft! Cylinders shown are just 5½" deep, 3¾" dia. Shop the complete display of Edison Mini Trac, lampholders and accessories. Buy it today, enjoy it tonight!

(Customer Imprint Area)

THESE
 ADS CAN BE REDUCED BY
 YOUR LOCAL NEWSPAPER TO
 FIT SINGLE COLUMN USE
 WITHOUT ADDITIONAL COST



Reduced at 71 percent

EDISON TRAC SYSTEM OFFERS NEW...

CYLINDER TRAC LIGHTS



Edison Lighting

Styled to flatter any modern decor. Sized for use in any room, on wall, ceiling under cabinets, lighting work space, spotting prized possessions. Part of Edison's versatile, easy-to-install Trac System. Buy it today, enjoy it tonight! In matte black or white, cylinders are just 5½" deep, 3¾" dia. Shop the complete display of Edison Mini Trac, lampholders and accessories. The Go Anywhere. Do Anything Lighting System.

(Customer Imprint Area)

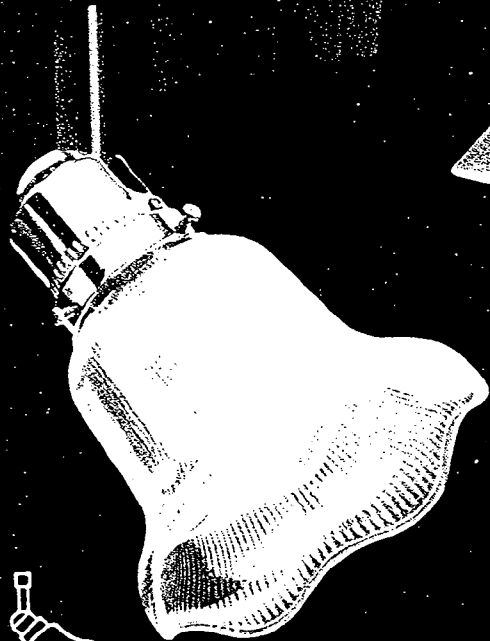
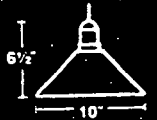
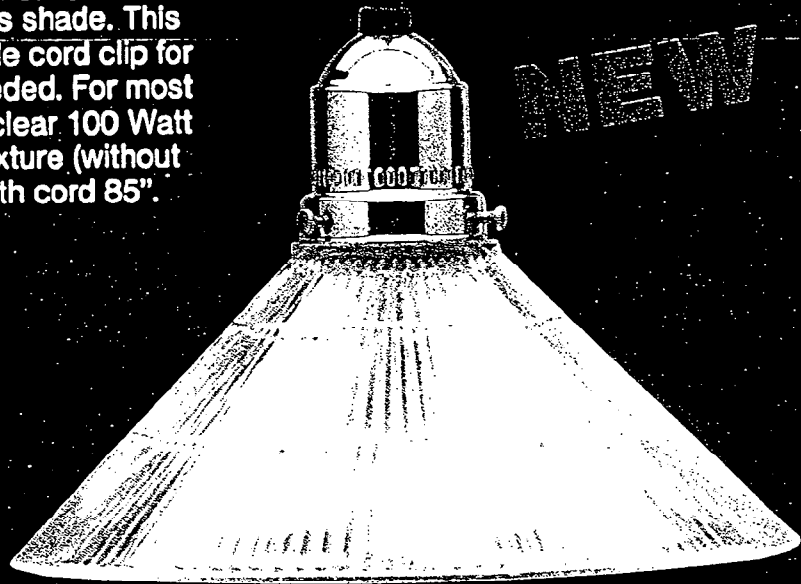
Edison Lighting: New Releases Brass and Glass

Imaginative ...nostalgic and contemporary

Edison's Brass and Glass trac lampholders offer refreshing design possibilities. They are compatible with country or other traditional furnishings or they can be used to provide a unique accent for contemporary styles.

E2536B

Polished brass pendant with distinctive beaded brass fitting and clear optic glass shade. This lampholder includes a detachable cord clip for adjusting the lamp height as needed. For most dramatic lighting effects, use a clear 100 Watt maximum A19 lamp. Height of fixture (without cord) 6½". Width: 10"; Height with cord 85".



E2522B

This polished brass lampholder will add a touch of old time country charm to almost any setting evoking memories of ice cream cones and 5¢ malts. It features a gleaming brass beaded fitting with a fluted, scalloped clear glass shade. A clear 100 Watt A-lamp provides effective accent lighting.

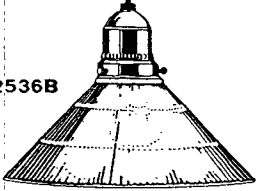
Edison Lighting
McGraw-Edison Company
400 Bross Road
Evanston, Illinois 60007

EDISON

Trac Lighting

OLD TIME COUNTRY CHARM

E2536B



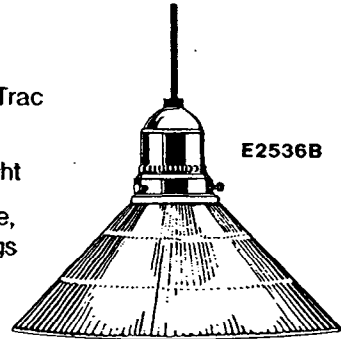
- Brass and glass
- For use with Edison Trac
- 85" cord can be adjusted for any height
- 10" clear glass shade, gleaming brass fittings
- 100 Watt

EDISON

Trac Lighting

OLD TIME COUNTRY CHARM

- Brass and glass
- For use with Edison Trac
- 85" cord can be adjusted for any height
- 10" clear glass shade, gleaming brass fittings
- 100 Watt

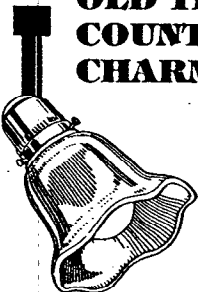


E2536B

EDISON

Trac Lighting

OLD TIME COUNTRY CHARM



E2522B

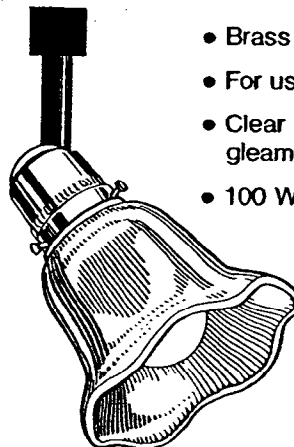
- Brass and glass collection
- For use with Edison Trac
- Clear glass shade, gleaming brass fittings
- 100 Watt lamp

EDISON

Trac Lighting

OLD TIME COUNTRY CHARM

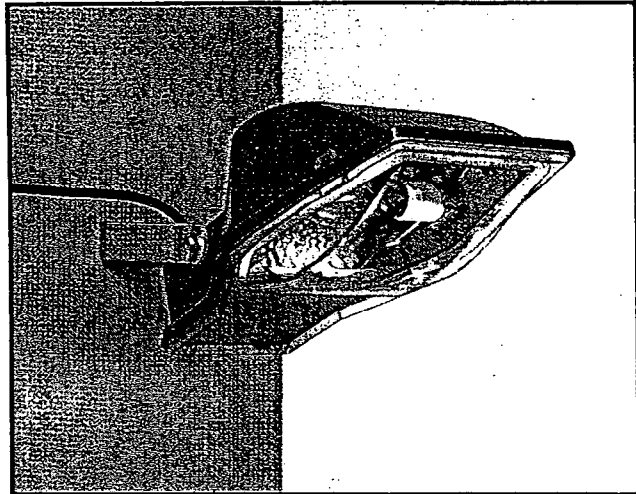
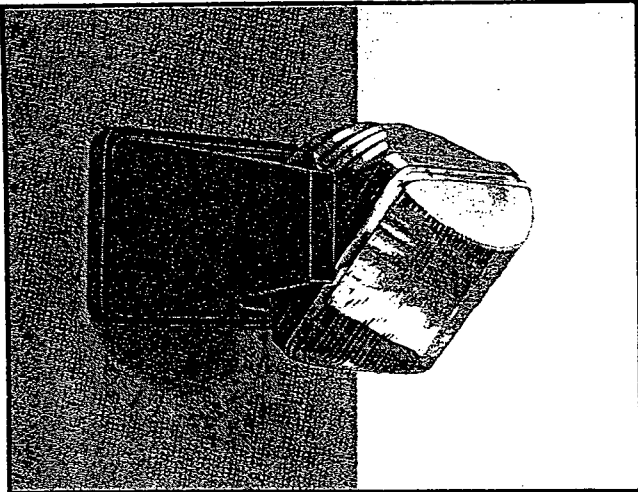
- Brass and glass collection
- For use with Edison Trac
- Clear glass shade, gleaming brass fittings
- 100 Watt lamp



E2522B

Edison Lighting

Re-Introduces *Classic* Security Lighting



E5000 Bronze Finish 50 Watt High Pressure Sodium Includes Bulb

- Energy efficient lamp operates for 5¢ a night
- 50 Watt High Pressure Sodium Bulb lasts 12 times longer than a 150 watt spot
- Light output is increased by 15% compared to 2 - 150 watt spot
- Unit is weatherproof, rustproof never needs painting
- Tough Lexan housing & lens makes unit vandal resistant
- Easy to install to existing junction box
- Aimable light may be directed as needed
- Flexible mounting allows for horizontal, vertical & ceiling mount positioning

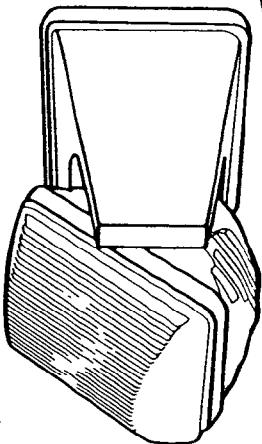
E6000 Bronze Finish 70 Watt High Pressure Sodium Includes Bulb

- Energy efficient lamp operates for only 6¢ a night
- 70 Watt High Pressure Sodium lasts 12 times longer than 150 Watt spot
- Light output is increased by 10% compared to 3 - 150 Watt spots
- Polycarbonate lens makes this unit vandal resistant
- Lightweight housing (7 lbs) allows easy installation into existing junction box or hard to reach areas
- Mounting features allows fixture to be installed on a wall, ceiling or pole
- Unique reflector & yoke allows light to be cut off at property line
- Ideal for sports & yard activities
- Die cast housing w/seal makes unit rustproof & weatherproof

REPRODUCTION PROOFS

READY TO USE ARTWORK

Edison Lighting
Classic
Re-Introduces
Security Lighting

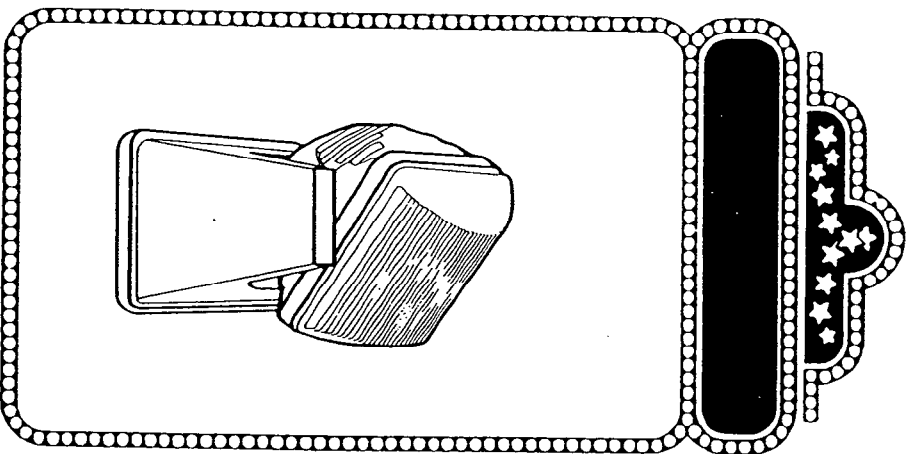


Edison Lighting

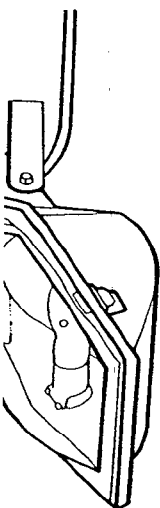
Energy efficient lamps that operate for pennies a night. High pressure sodium bulbs that increase light output and lasts 12 times longer than a 150 Watt spot. Security lighting that is easy to install, waterproof, rustproof, and never needs painting. Ideal for sports and yard activities.

(Customer Imprint Area)

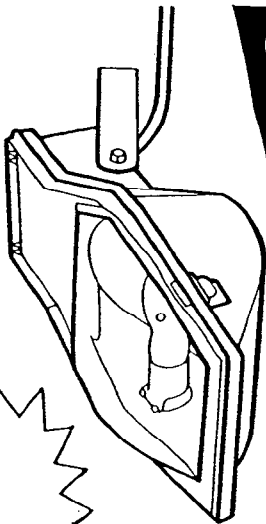
THESE
ADS CAN BE REDUCED BY
YOUR LOCAL NEWSPAPER TO
FIT SINGLE COLUMN USE
WITHOUT ADDITIONAL COST



Reduced at 71 percent



EDISON LIGHTING
Classic
RE-INTRODUCES
SECURITY LIGHTING



Edison Lighting

Energy efficient lamps that operate for pennies a night. High pressure sodium bulbs that increase light output and last 12 times longer than a 150 Watt spot. Security lighting that is easy to install, waterproof, rustproof, and never needs painting. Lightweight, allows easy installation into existing junction box. Ideal for sports and yard activities.

(Customer Imprint Area)

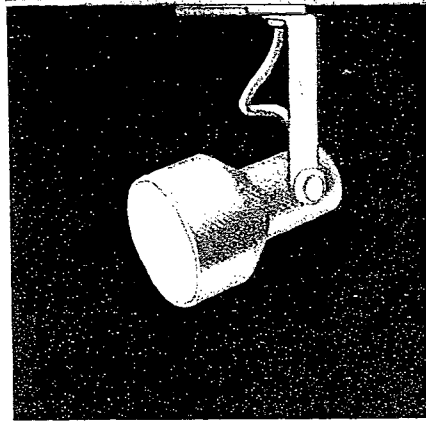
Pronto!

Do-It-Yourself Track Lighting

Introducing the most exciting and affordable track system ever... Pronto!

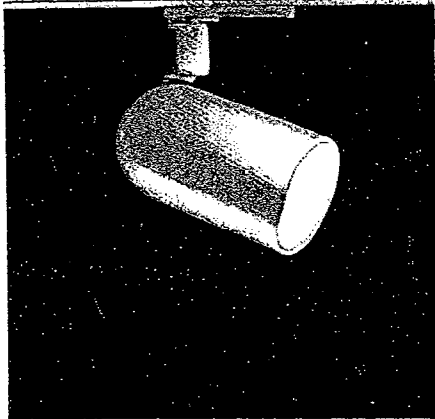
Pronto! by Edison Lighting is designed with today's discriminating consumer in mind. Five totally new track fixtures are perfectly designed in the most popular styles to give every consumer the economical, dependable and stylish track system they always wanted.

Only Pronto! offers the most advanced low profile adapter while promoting economy with maximum user satisfaction.



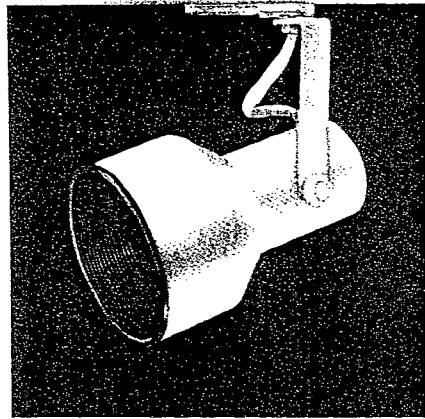
The sophisticated continental step cylinder represents the ultimate in versatility and styling.

P1401
Step Cylinder
50 watt R20, white

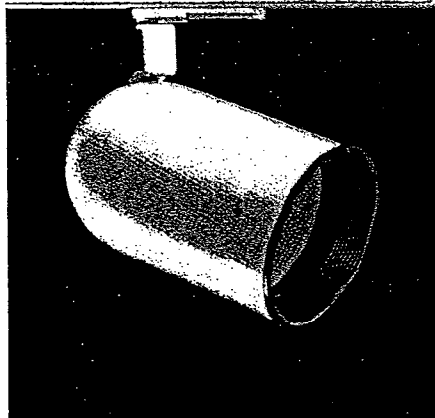


The roundback cylinder's tasteful contemporary design makes it the most popular track fixture.

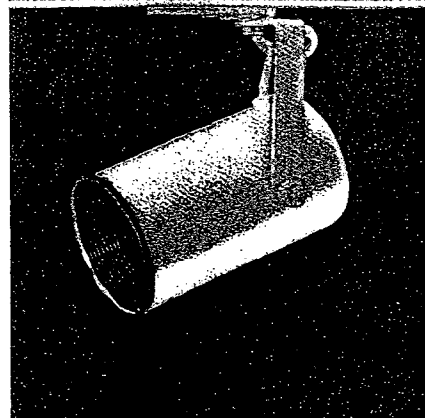
P1402
Roundback
Cylinder
50 watt R20, white



P1403
Step Cylinder with
coilex baffle
75 watt R30, white

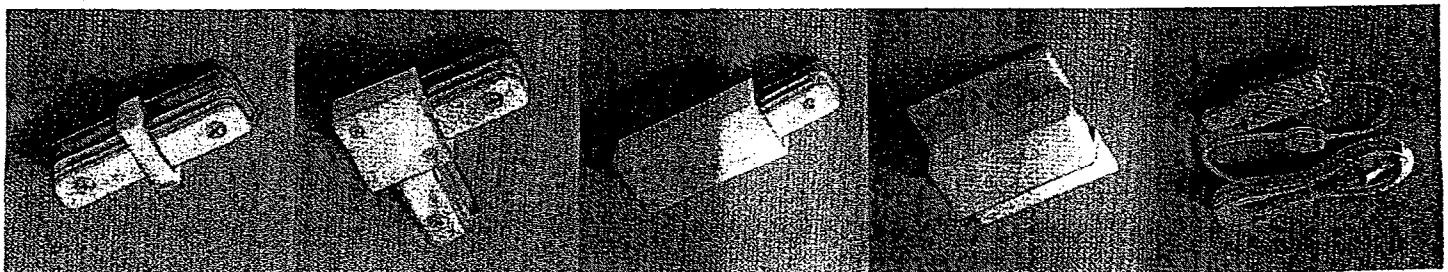


P1404
Roundback
Cylinder with
coilex baffle
75 watt R30, white



The basic geometric shape of the flatback cylinder blends with every style and decor.

P1405
Flatback Cylinder
with coilex baffle
50 watt R20, white



P1500

P1501

P1502

P1503

P1504

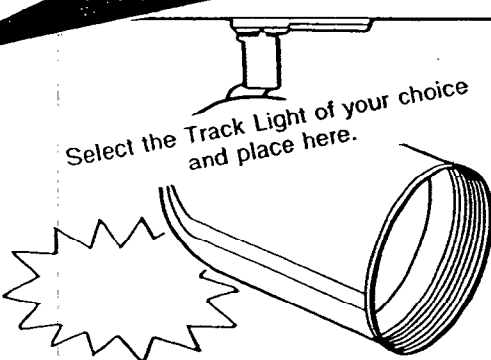
Edison Lighting

REPRODUCTION PROOFS
READY TO USE ARTWORK

THIS AD CAN BE REDUCED BY YOUR LOCAL
NEWSPAPER TO FIT SINGLE COLUMN USE
WITHOUT ADDITIONAL COST

NOW ANY HOME CAN HAVE

Pronto Track Lighting



Select the Track Light of your choice
and place here.

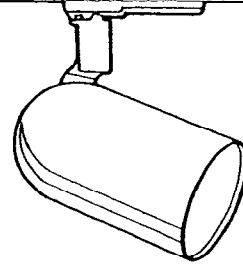
Pronto Lighting

Pronto! by Edison Lighting is designed with today's discriminating consumer in mind. Five totally new track fixtures are perfectly designed in the most popular styles to give every consumer the economical, dependable and stylish track system they always wanted.

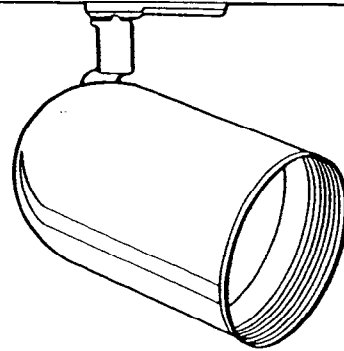
Only Pronto! offers the most advanced low profile adapter while promoting economy with maximum user satisfaction.

(Customer Imprint Area)

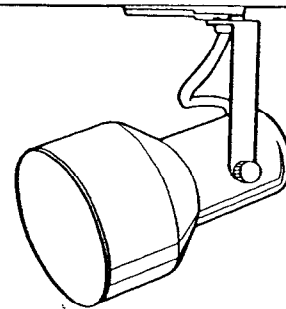
P1402



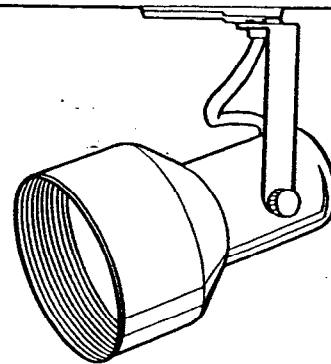
P1404



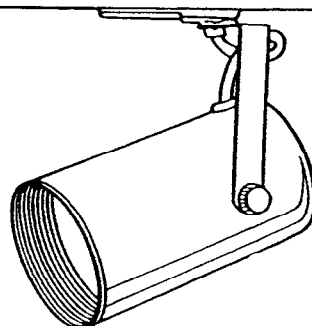
P1401



P1403



P1405

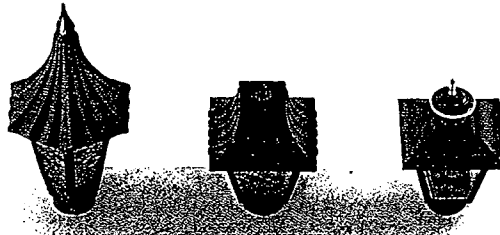


ME05469

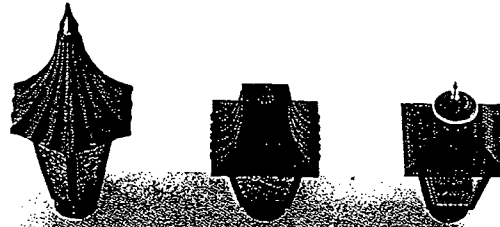


Edison Lighting
Cooper Industries
100 Busse Rd.
Elk Grove Village, IL 60007

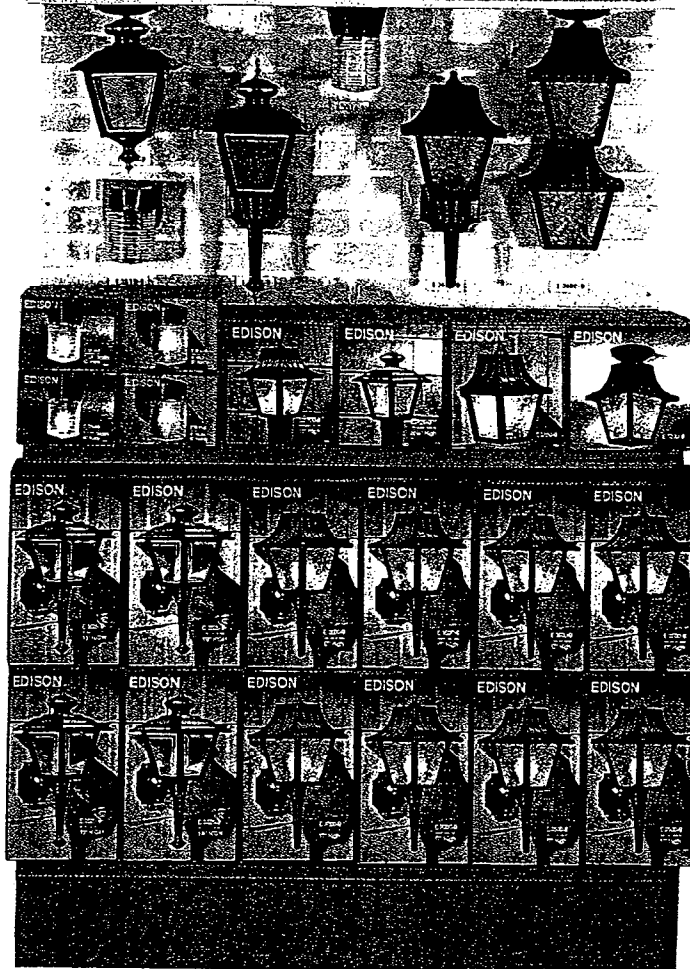
EDISON



ELD-2



EDISON Outdoor Lanterns

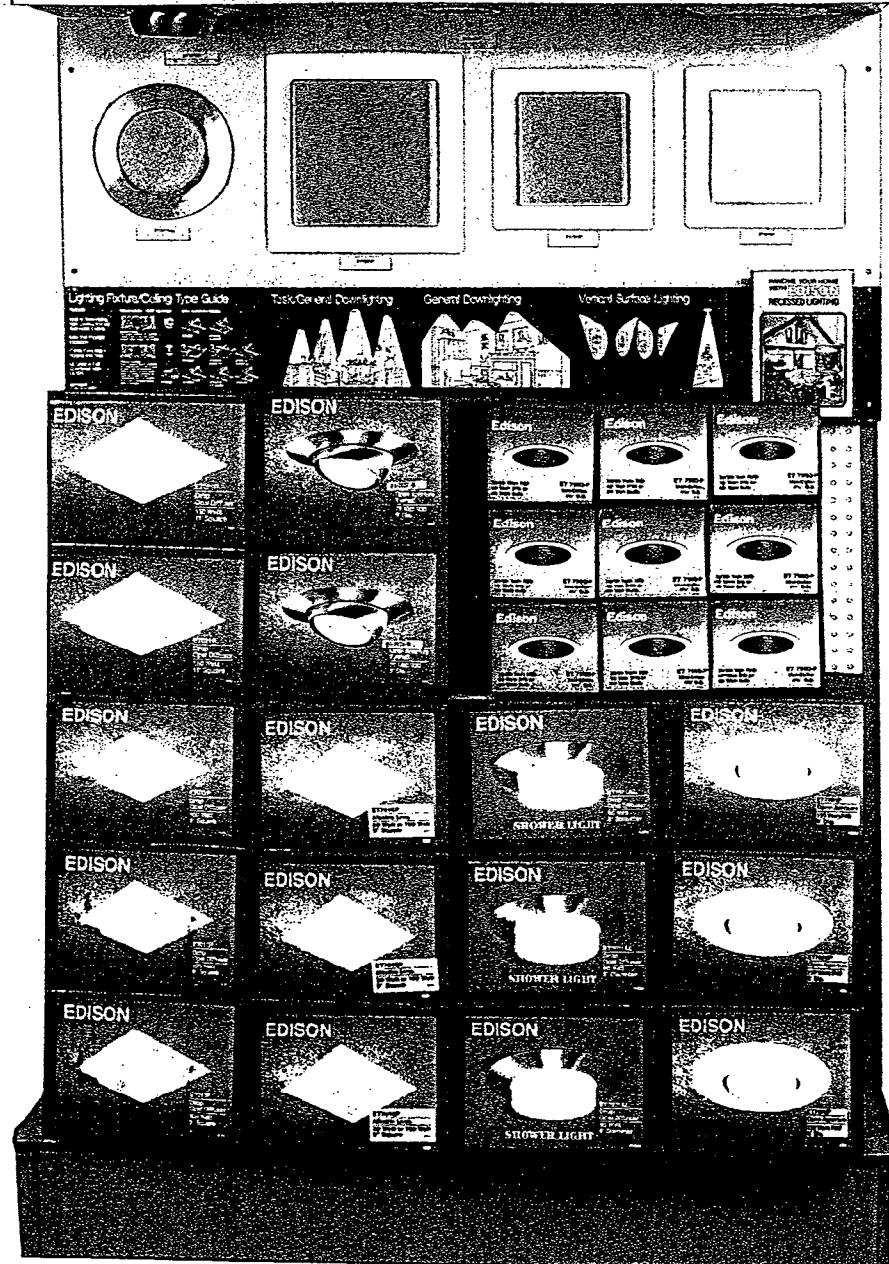


ELD-7 with ELD-2 attached

ME05470

McGraw-Edison

EDISON Recessed Lighting



ERD14

ME05471

EDISON

EDISON Security Lights

COMPARE THE EDISON ADVANTAGES

Metric	Edison Advantage
Lumens per Watt	Higher than standard incandescent bulbs
Energy Savings	Up to 75% savings over incandescent bulbs
Longevity	Up to 100,000 hours of life
Heat Emission	Minimal heat output
Environmentally Friendly	Mercury-free and recyclable

EDISON Security Light

EDISON Security Light

ESD-2

ME05472

EDISON

EDISON Security Lights

COMPARE THE EDISON ADVANTAGES

Advantages of Edison Security Lights:

- Operates on 120V AC
- 100% Recycled Plastic
- 100% Recycled Steel
- 100% Recycled Glass
- 100% Recycled Aluminum
- 100% Recycled Copper
- 100% Recycled Lead

Model	Wattage	Voltage	Material	Finish	Color
EDISON	100W	120V	Plastic	White	White
EDISON	150W	120V	Plastic	White	White
EDISON	200W	120V	Plastic	White	White
EDISON	250W	120V	Plastic	White	White
EDISON	300W	120V	Plastic	White	White
EDISON	350W	120V	Plastic	White	White
EDISON	400W	120V	Plastic	White	White
EDISON	450W	120V	Plastic	White	White
EDISON	500W	120V	Plastic	White	White
EDISON	550W	120V	Plastic	White	White
EDISON	600W	120V	Plastic	White	White
EDISON	650W	120V	Plastic	White	White
EDISON	700W	120V	Plastic	White	White
EDISON	750W	120V	Plastic	White	White
EDISON	800W	120V	Plastic	White	White
EDISON	850W	120V	Plastic	White	White
EDISON	900W	120V	Plastic	White	White
EDISON	950W	120V	Plastic	White	White
EDISON	1000W	120V	Plastic	White	White

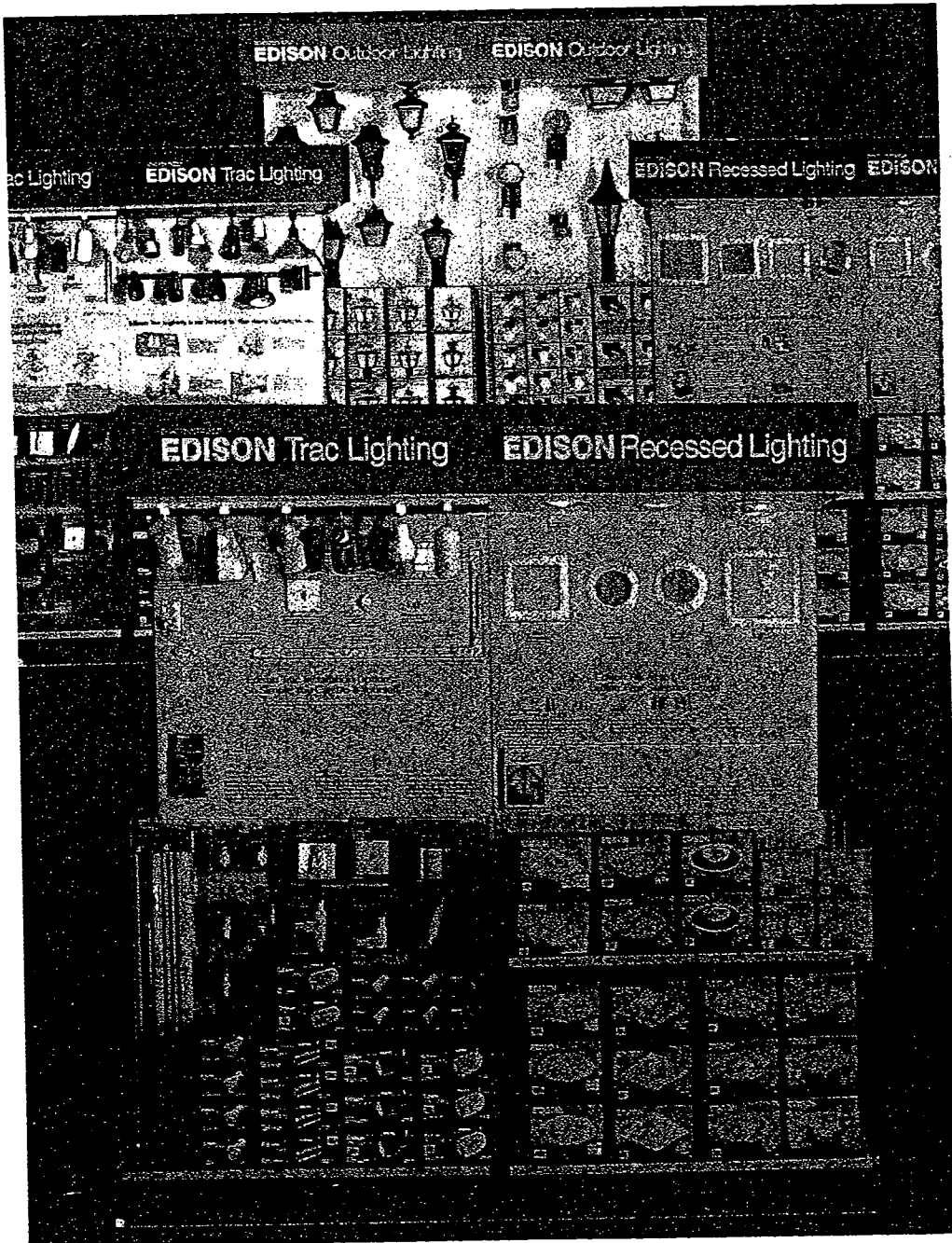
EDISON SECURITY LIGHT

EDISON SECURITY LIGHT

ESD-2

ME05473

Edison Lighting



Warehouse Modular Display Order Form

Edison Lighting

EDISON (ERW-8) RECESSED WAREHOUSE DISPLAY DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	ET7010P 60/100W square, albalite lens, white	\$17.65	\$105.90
6	ET7011P 100W square, drop opal, white	20.70	124.20
6	ET7021P 150W square, drop opal, white	25.50	153.00
6	ET7071AL 60W round, shower light, drop opal, aluminum	21.15	126.90
6	EIT7078B 75W round, eyeball, brass	25.95	155.70
6	ET7401P 150W round, open, white	17.30	103.80
6	ET7993P 30/50W round, mini "coilex" remodeler, white	18.35	110.10
	Selling Stock Package		\$879.60
7	Fixtures mounted to display panels, three fixtures in top panel are wired		\$ 99.90
	Subtotal		\$979.50
1	ERW-8 Merchandise display panels	\$150.00	\$150.00
	Receive the three merchandise display panels at N/C with purchase of entire selling stock package.		
	Total Price		\$ _____

EDISON (ETW-16) TRAC WAREHOUSE DISPLAY DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	E4001P 4' Trac, white	\$15.35	\$ 92.10
6	E4001W 4' Trac, teak/black	16.60	99.60
6	E4911P Live-end connector and junction box cover, white	6.20	37.20
6	E4911MB Live-end connector and junction box cover, black	6.20	37.20
6	E4908P Mini-connector, white	3.60	21.60
6	E4908MB Mini-connector, black	3.60	21.60
6	E4904P "L" Connector, white	6.85	41.10
6	E4904MB "L" Connector, black	6.85	41.10
6	E4950P 15' Cord and plug w/switch, white	12.40	74.40
6	E4950MB 15' Cord and plug w/switch, black	12.40	74.40
6	E4909P Floating canopy and connector, white	8.00	48.00
6	E4909MB Floating canopy and connector, black	8.00	48.00
6	E4961P Swag hook, white	2.25	13.50
6	E4961MB Swag hook, black	2.25	13.50
6	E4903P Straight connector, white	5.70	34.20
6	E4903MB Straight connector, black	5.70	34.20
6	E4905P "T" Connector, white	9.85	59.10
6	E4905MB "T" Connector, black	9.85	59.10
12	E4983P T-bar attachment clip	1.50	18.00
6	E4973P Canopy adapter, monopoint, white	5.40	32.40
6	E4973MB Canopy adapter, monopoint, black	5.40	32.40
	Trac and accessories total		\$932.70
1	ETW-16 Merchandise display panels	\$150.00	\$150.00
	Includes two 4' sections of Trac (white and teak/black), electrified with accessories and connectors mounted.		

EDISON (ERW-9) RECESSED WAREHOUSE DISPLAY DISPLAY PACKAGE INCLUDES:

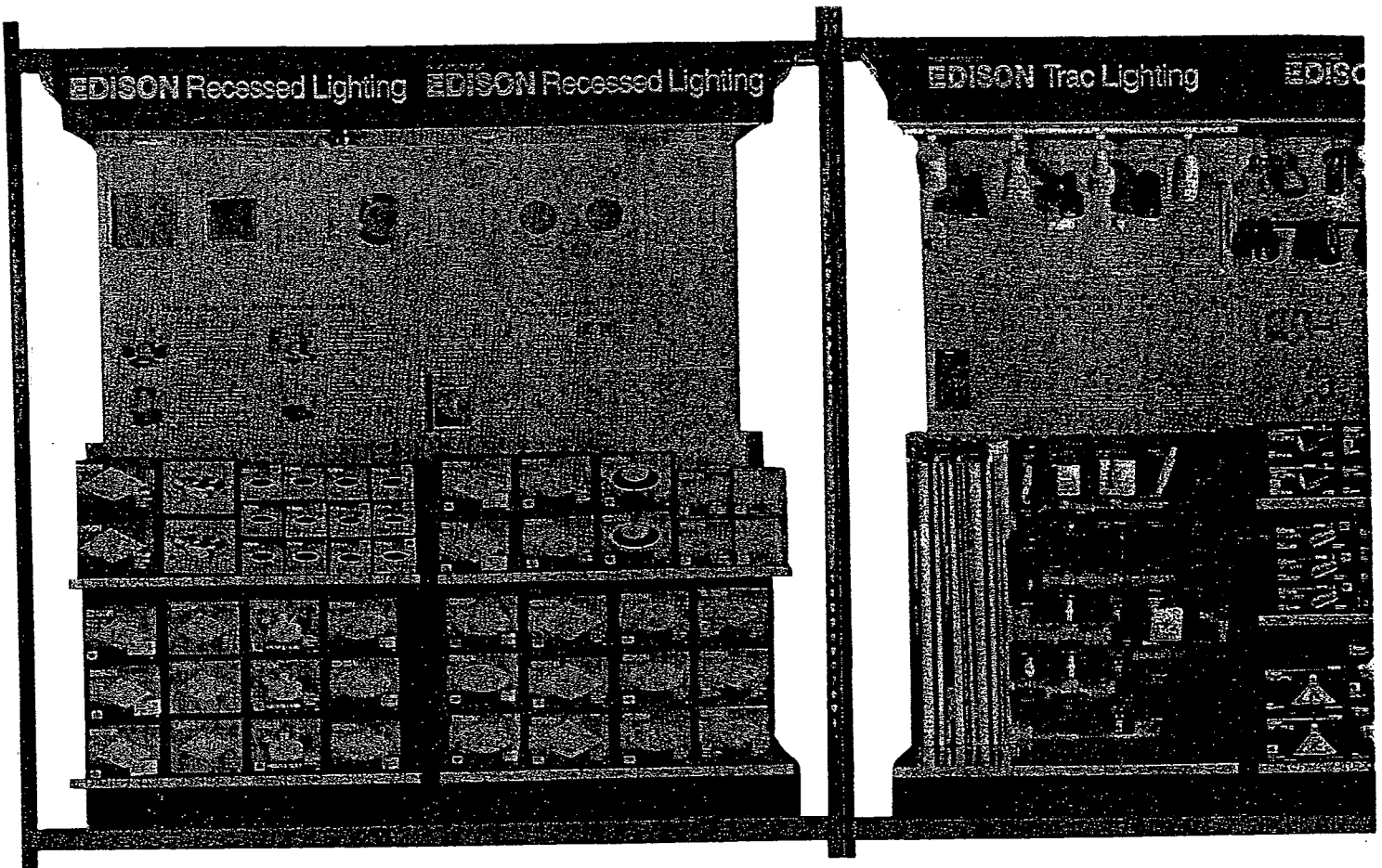
QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	ES7010P 100W square, albalite lens, white	\$16.25	\$ 97.50
6	ES7020P 150W square, albalite lens, white	20.90	125.40
6	ET7070P 60W round, albalite lens, white	18.30	109.80
6	ET7071P 60W round, drop opal diffuser, white	18.90	113.40
6	EIT7078P 75W round, eyeball, white	23.90	143.40
6	ET7301P 75W round, open, white	18.60	111.60
6	ET7410P 150W round, "coilex" baffle, white	18.60	111.60
12	ES7000P 75W round, open, white	8.40	100.80
6	ES7001P 60W square, albalite lens, white	10.25	61.50
	Selling Stock Package		\$975.00
7	Fixtures mounted to display panels, three fixtures in top panel are wired		\$ 90.00
	Subtotal		\$1,065.00
1	ERW-9 Merchandise display panels	\$150.00	\$150.00
	Receive the three merchandise display panels at N/C with purchase of entire selling stock package.		
	Total Price		\$ _____

EDISON (ETW-16) TRAC WAREHOUSE DISPLAY

CONTINUED FROM LEFT COLUMN

Receive the three merchandise panels N/C with purchase of the Trac and Accessory package plus \$600.00 worth of the following Trac lampholders:

STD. PACK	DESCRIPTION	UNIT COST
6	E2721P Pinchback fixture, white	\$16.05
6	E2721W Pinchback fixture, teak/black	16.60
6	E2728P Roundback fixture, white	16.05
6	E2728W Roundback fixture, teak/black	16.60
6	E2762P Cylinder fixture, white	18.60
6	E2762AB Cylinder fixture, antique brass	20.25
6	E2762MB Cylinder fixture, black	18.60
6	E2726P Step cylinder fixture, white	16.05
6	E2726W Step cylinder fixture, teak/black	16.60
6	E2710AB Cylinder w/shade, antique brass	23.80
6	E2711AB Beaded cylinder fixture, antique brass	23.55
6	E2711B Beaded cylinder fixture, brass	26.60
4	E2522B Polished brass with glass	25.96
4	E2536B Brass pendant w/glass shade	34.75
6	E2546AB Wood cylinder w/antique brass shade	31.10
6	E2761P Cylinder fixtures, white	14.10
6	E2732P Continental fixture, white	19.25
6	E2733P Continental fixture, white	22.05
6	E2600P Roundback cylinder, white	8.75
6	E2700P Step cylinder, white	8.75
6	E4000P 4' Trac with two E2761P fixtures	34.90



ERW-8

ERW-9

ETW-16

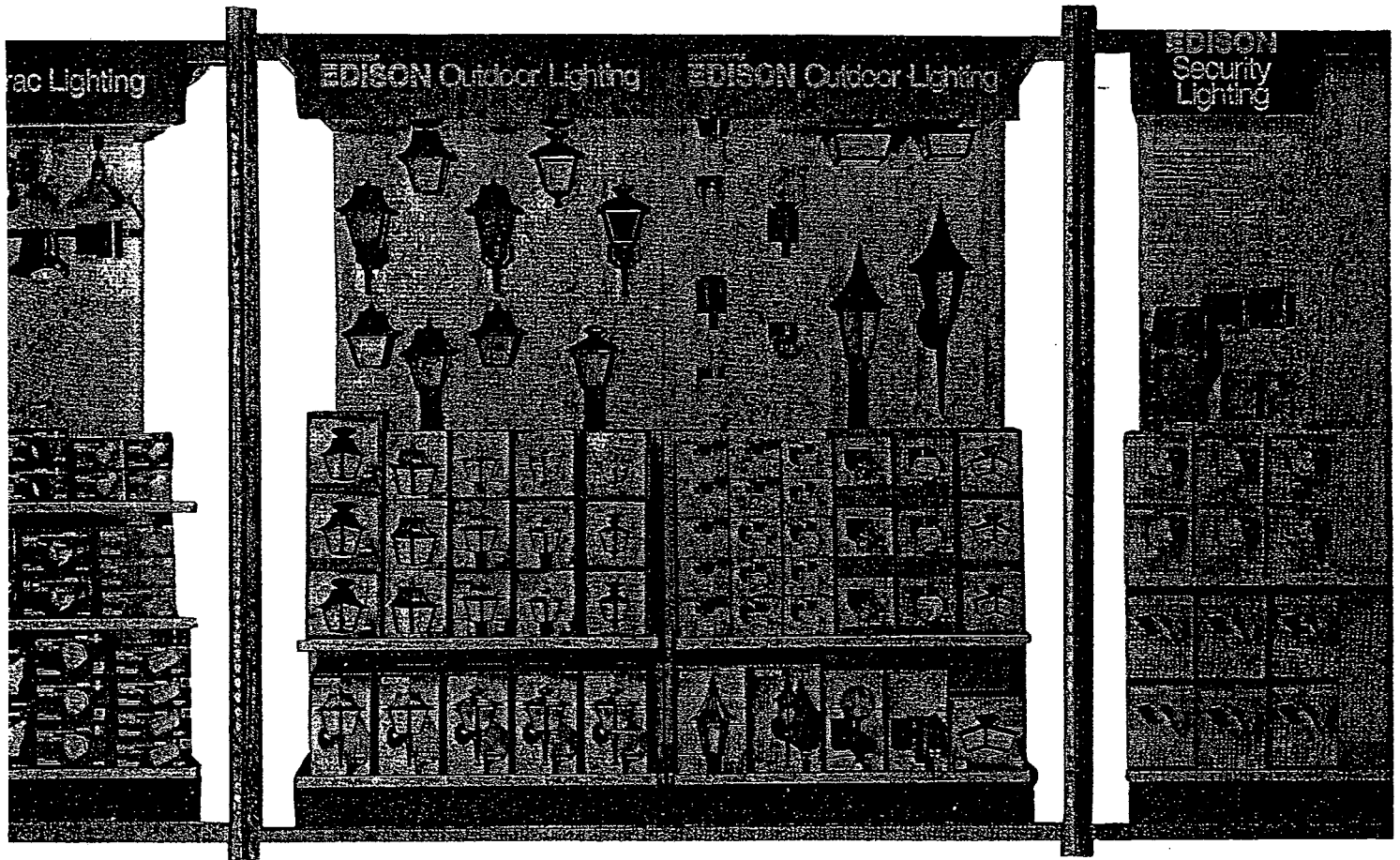
**EDISON (ETW-11)
TRAC WAREHOUSE DISPLAY**
DISPLAY PACKAGE INCLUDES:

- | | | |
|---|--|----------|
| 1 | ETW-16 Merchandise display panels | \$150.00 |
| | Includes four electrified 4' Trac sections in all four finishes. | |
| | Receive the three merchandise panels N/C with the purchase of \$600 worth of the following Trac lampholders: | |

STD. PACK	DESCRIPTION	UNIT COST
6	E2721P Pinchback fixture, white	\$16.05
6	E2721W Pinchback fixture, teak/black	16.60
6	E2728P Roundback fixture, white	16.05
6	E2728W Roundback fixture, teak/black	16.60
6	E2762P Cylinder fixture, white	18.60
6	E2762AB Cylinder fixture, antique brass	20.25
6	E2762MB Cylinder fixture, black	18.60
6	E2726P Step cylinder fixture, white	16.05
6	E2726W Step cylinder fixture, teak/black	16.60
6	E2710AB Cylinder w/shade, antique brass	23.80
6	E2711AB Beaded cylinder fixture, antique brass	23.55
6	E2711B Beaded cylinder fixture, brass	26.60
4	E2522B Polished brass with glass	25.96
4	E2536B Brass pendant w/glass shade	34.75
6	E2546AB Wood cylinder w/antique brass shade	31.10
6	E2761P Cylinder fixtures, white	14.10
6	E2732P Continental fixture, white	19.25
6	E2733P Continental fixture, white	22.05
6	E2600P Roundback cylinder, white	8.75
6	E2700P Step cylinder, white	8.75
6	E4000P 4' Trac with two E2761P fixtures	34.90

**EDISON (ELW-10)
LANTERN WAREHOUSE DISPLAY**
DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	E3311-9 Taper sq. ceiling fixture, opal panels ..	\$12.50	\$ 75.00
6	E3310-9 Taper sq. porch ceiling fixture, opal panels	9.95	59.70
12	E3314-9 Round ceiling fixture, clear nautical glass	4.90	58.80
6	E3623-9 Wall bracket, 6" opal glass sphere ..	11.10	66.60
6	E3624-9 Wall bracket, 6" smoke glass sphere ..	12.35	74.10
6	E3610-0 Wall bracket, clear "nautical" glass ..	4.45	26.70
6	E3620-9 Wall bracket, opal glass sphere	8.00	48.00
12	E3619-9 Wall bracket, smoke glass sphere	8.00	48.00
6	E3707-9 Hex. post lantern (w/o post), amber panels	18.15	108.90
6	E3605-9 Hex. wall lantern w/torch handle, amber panels	19.95	119.70
	Selling Stock Package		\$685.00
10	Fixtures mounted to display panels, one example from each style of lantern listed		\$109.35
	Subtotal		\$794.85
1	ELW-10 Merchandise display panels	\$150.00	\$150.00
	Receive the three merchandise display panels at N/C with purchase of entire selling stock package.		
	Total Price		\$



TW-11

ELW-10

ELW-9

ESW-4

**EDISON (ELW-9)
LANTERN WAREHOUSE DISPLAY**

DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	E3200-9 Sq. ceiling lantern, clear panels	\$ 9.15	\$ 54.90
6	E3226-9 Sq. ceiling lantern, clear panels	15.40	92.40
12	E3600-9 Sq. wall lantern w/torch handle, clear panels	9.50	114.00
6	E3601-9 Sq. wall lantern w/torch handle, amber panels	9.50	57.00
12	E3626-9 Sq. wall lantern w/torch handle, clear panels	16.30	195.60
6	E3800-9 Sq. wall pocket lantern, clear panels	8.70	104.40
6	E3801-9 Sq. wall pocket lantern, amber panels	8.70	52.20
6	E3700-9 Sq. post lantern (w/o post), clear panels	9.00	54.00
6	E3726-9 Sq. post lantern (w/o post), clear panels	13.70	82.20
	Selling Stock Package		\$806.70
9	Fixtures mounted to display panels, one example from each style of lantern listed		\$ 99.95
	Subtotal		\$906.65
1	ELW-9 Merchandise display panels	\$150.00	\$150.00
	Receive the three merchandise display panels at N/C with purchase of entire selling stock package.		
	Total Price		\$ _____

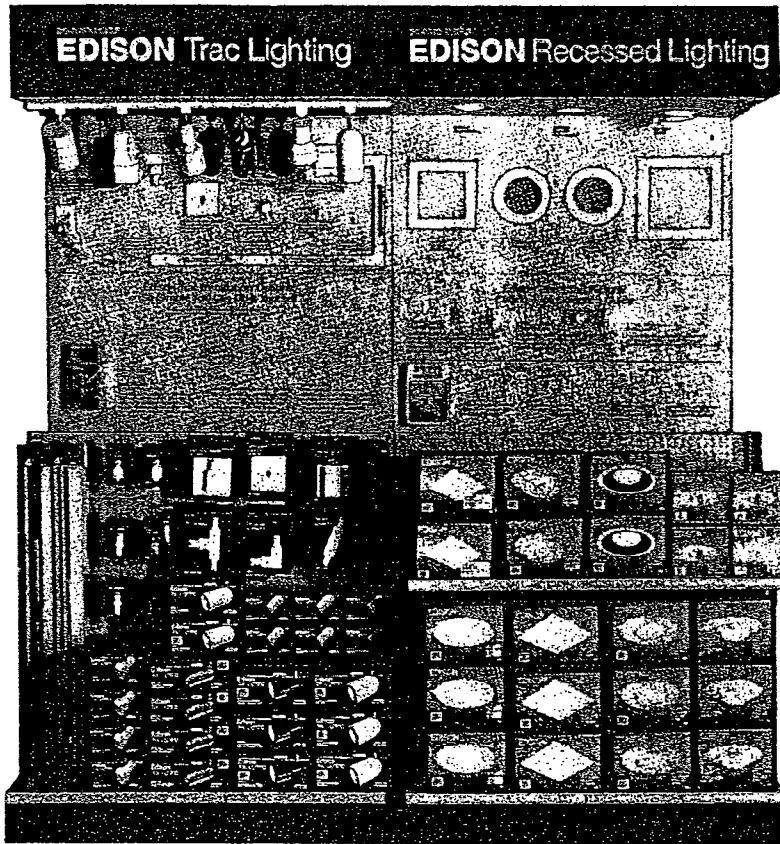
**EDISON (ESW-4)
SECURITY WAREHOUSE DISPLAY**

DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	E5000 50W H.P.S. Security Light	\$69.90	\$ 419.40
6	E6000 70W H.P.S. Security Light	78.50	471.00
	Selling Stock Package		\$890.40
1	ESW-4 Merchandise display panel (fixtures not included)		
	Receive merchandise display panel at N/C with purchase of entire selling stock package.		
	Total Price		\$ _____

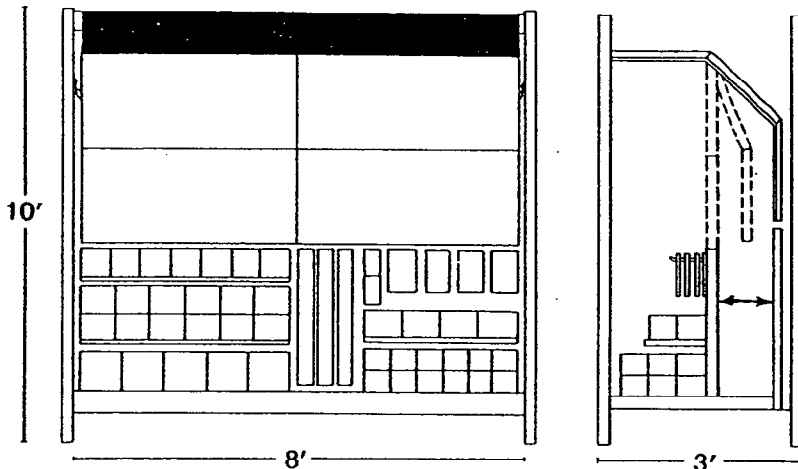
Note: Units with Photo Control (E5001 and E6001) may be substituted for an additional \$10.00 per unit.

Edison Lighting



Edison now offers a unique merchandising concept – an attractive, informative and space-saving modular warehouse point-of-sale display. The easy-to-install display panels create the kind of focal point that captures the attention of the consumer.

Seven separate and unique displays are available for Trac, Recessed, Outdoor Lanterns and Security Lighting products. Each display is perfectly coordinated to present a complete lighting center and provide immediate merchandising impact. The colorful panels feature an assortment of the best selling products, convenient literature pockets, easy-to-install instructions and suggested residential applications.

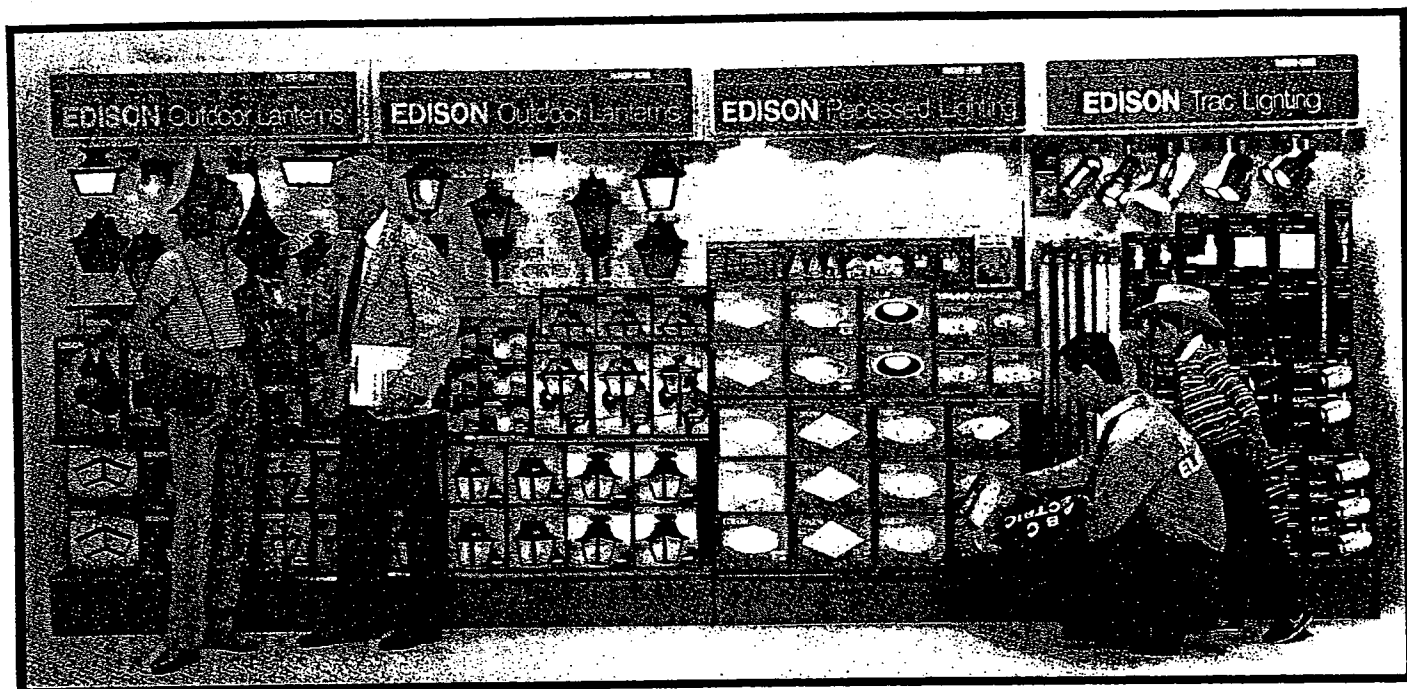


The Edison Warehouse Modular Displays are designed to be suspended from standard warehouse racking with the selling stock displayed on shelving or gondola bases.

The hinged display panels permit customized configurations which conform to the depth of the racking. Each panel measures 22" high x 47 1/4" wide and will accommodate twenty-four to thirty-six inch deep racking.

The Trac, Recessed and Outdoor Lanterns displays may be used as individual four foot sections or combined with the complementary Trac, Recessed and Outdoor lighting display to create eight foot sections.

Edison Lighting

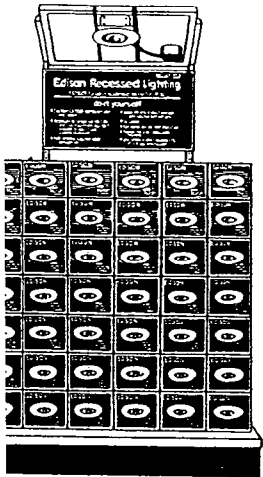


DISPLAY PACKAGE ORDER FORM

May, 1986

ME05479

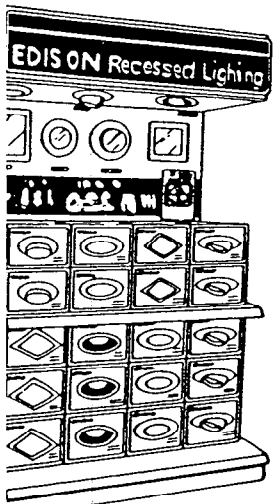
Edison Lighting



Fits Standard 48" Gondola Base

EDISON (ERD-1) RECESSED GONDOLA DISPLAY PACKAGE INCLUDES:

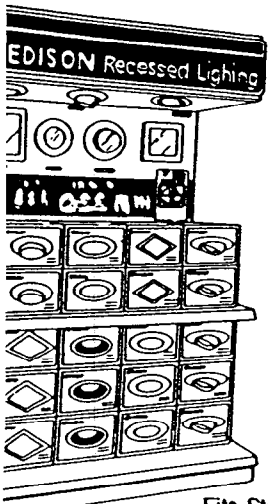
QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
72	ES7000P 75W round, open, white	\$ 8.40	\$604.80
12	EHB-2-24 Bar hanger, 24"	1.15	13.80
Selling Stock Package			\$618.60
1	ERD-1 Merchandise header/backboard (fixtures not included)	\$75.00	\$ 75.00
Receive merchandise header/backboard at N/C with purchase of entire selling stock package			
Total Price			\$ _____



Fits Standard 48" Gondola Base

EDISON (ERD-7) RECESSED GONDOLA DISPLAY PACKAGE INCLUDES:

QTY	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	ES7010-P 100W square, Albalite lens, white	\$ 16.25	\$ 97.50
6	ES7020-P 150W square, Albalite lens, white	20.90	125.40
6	ET7070-P 60W round, Albalite lens, white	18.30	109.80
6	ET7071-P 60W round, Drop opal diffuser, white	18.90	113.40
6	EIT7078-P 75W round, Eyeball, white trim	23.90	143.40
6	ET7301-P 75W round, Open, white	18.60	111.60
6	ET7410-P 150W round "Coillex" baffle, white	18.60	111.60
12	ES7000-P 75W round, Open, white	8.40	100.80
Selling Stock Package			\$ 913.50
7	Fixtures mounted to the display header/backboard: One example from each style of recessed light listed. 3 fixtures in soffit are wired		\$ 87.40
Subtotal			\$1,000.90
1	ERD-7 Merchandise header/backboard	\$150.00	\$150.00
Receive the merchandise header/backboard at N/C with purchase of entire selling stock package.			
Total Price			\$ _____

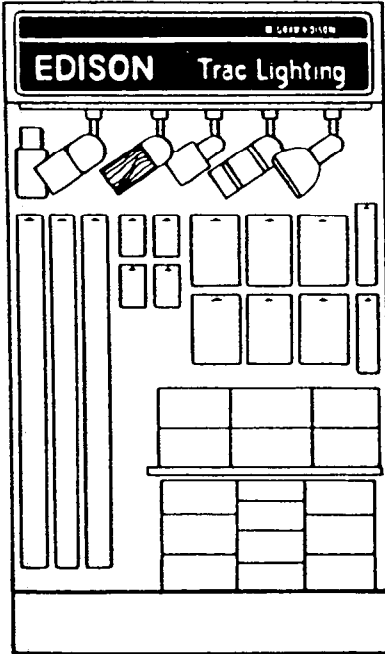


Fits Standard 48" Gondola Base

EDISON (ERD-14) RECESSED GONDOLA DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	ET7010-P 60/100W square, Albalite lens, white	\$ 17.65	105.90
6	ET7011-P 100W square, drop opal, white	20.70	124.20
6	ET7021-P 150W square, drop opal, white	25.50	153.00
6	ET7071-AL 60W round, shower lite, drop opal, aluminum	21.15	126.90
6	EIT7078-B 75W round, eyeball, brass	25.95	155.70
6	ET7401-P 150W round, open, white	17.30	103.80
6	ET7993-P 30/50W round, mini-coillex remodeler, white	18.35	110.10
Selling Stock Package			\$879.60
7	Fixtures mounted to display header/backboard: One example from each style of recessed light listed 3 fixtures in soffit are wired		\$ 96.40
Subtotal			\$976.00
1	ERD-14 Merchandise header/backboard	\$150.00	\$150.00
Receive the merchandise header/backboard at N/C with purchase of entire selling stock package.			
Total Price			\$ _____

Edison Lighting



Fits Standard 48"
Gondola Base

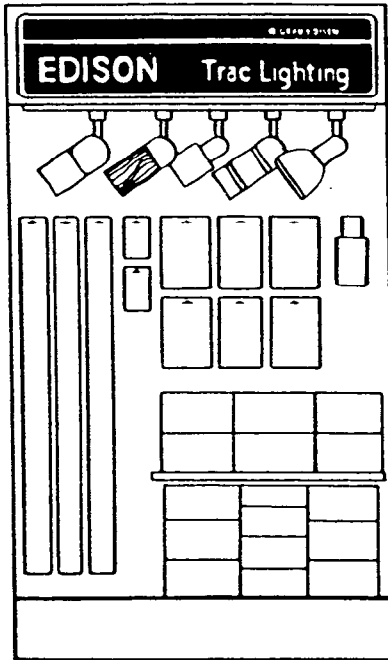
EDISON (ETD-20) TRAC GONDOLA DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	E4001-B 4' Trac, brass	\$ 17.70	\$106.20
6	E4001-P 4' Trac, white	15.35	92.10
6	E4001-W 4' Trac, teak/black	16.60	99.60
6	E4001-AB 4' Trac, antique brass	18.40	110.40
6	E4911-P Live-End connector and junction box cover, white	6.20	37.20
6	E4911-MB Live-End connector and junction box cover, black	6.20	37.20
6	E4908-P Mini Connector, white	3.60	21.60
6	E4908-MB Mini Connector, black	3.60	21.60
6	E4904-P "L" Connector, white	6.85	41.10
6	E4904-MB "L" Connector, black	6.85	41.10
6	E4950-P 15' cord and plug w/switch, white	12.40	74.40
6	E4950-MB 15' cord and plug w/switch, black	12.40	74.40
6	E4909-P Floating canopy and connector, white	8.00	48.00
6	E4909-MB Floating canopy and connector, black	8.00	48.00
6	E4961-P Swag hook, white	2.25	13.50
6	E4961-MB Swag hook, black	2.25	13.50
Trac and accessories total.....			\$879.90
1	ETD-20 Merchandise header/backboard.....	\$150.00	\$150.00
Electrified and includes Trac in 4 finishes. Receive the merchandise header/backboard at N/C with purchase of the Trac and accessory package, plus \$600.00 worth of the following Trac lampholders:			

QTY.	DESCRIPTION	STD PACK	UNIT COST
1	Package of selling stock includes:		
	E2721-P Pinchback fixture, white	6	\$ 16.05
	E2721-W Pinchback fixture, teak/black	6	16.60
	E2728-P Roundback cylinder fixture, white	6	16.05
	E2728-W Roundback cylinder fixture teak/black	6	16.60
	E2762-P Cylinder fixture, white	6	18.60
	E2762-AB Cylinder fixture, antique brass	6	20.25
	E2762-MB Cylinder fixture, black	6	18.60
	E2726-P Step cylinder fixture, white	6	16.05
	E2726-W Step cylinder fixture, teak/black	6	16.60
	E2710-AB Cylinder w/shade, antique brass	6	23.80
	E2711-AB Beaded cylinder fixture, antique brass	6	23.55
	E2711-B Beaded cylinder fixture, brass	6	26.60
	E2522-B Polished brass with glass	4	25.96
	E2536-B Brass pendant with glass shade	4	34.75
	E2545-B Wood cylinder w/brass shade	6	34.85
	E2546-AB Wood cylinder w/antique brass shade	6	31.10
	E2761-P Cylinder fixture, white	6	14.10
	E2732-P Continental fixture, white	6	19.25
	E2733-P Continental fixture, white	6	22.05
	E2600-P Roundback cylinder, white	6	8.75
	E2700-P Step cylinder, white	6	8.75
	E4000-P 4' Trac with two E2761-P fixtures	6	34.90
Total Price.....			\$



Edison Lighting



Fits Standard 48"
Gondola Base

EDISON (ETD-21) TRAC GONDOLA DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	E4001-B 4' Trac, brass	\$ 17.70	\$106.20
6	E4001-P 4' Trac, white	15.35	92.10
6	E4001-W 4' Trac, teak/black	16.60	99.60
6	E4001-AB 4' Trac, antique brass	18.40	110.40
6	E4903-P Straight Connector, white	5.70	34.20
6	E4903-MB Straight Connector, black	5.70	34.20
6	E4905-P "T" Connector, white	9.85	59.10
6	E4905-MB "T" Connector, black	9.85	59.10
12	E4983 T-bar attachment clip	1.50	18.00
6	E4973-P Canopy adapter, monopoint, white	5.40	32.40
6	E4973-MB Canopy adapter, monopoint, black	5.40	32.40
Trac and accessories total			\$677.70
1	ETD-21 Merchandise header/backboard	\$150.00	\$150.00
Electrified and includes Trac in 4 finishes. Receive the merchandise header/backboard at N/C with purchase of the Trac and accessory package, plus \$600.00 worth of the following Trac lampholders:			

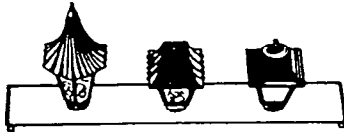
QTY.	DESCRIPTION	STD PACK	UNIT COST
1	Package of selling stock includes:		
	E2721-P Pinchback fixture, white	6	\$ 16.05
	E2721-W Pinchback fixture, teak/black	6	16.60
	E2728-P Roundback cylinder fixture, white	6	16.05
	E2728-W Roundback cylinder fixture, teak/black	6	16.60
	E2762-P Cylinder fixture, white	6	18.60
	E2762-AB Cylinder fixture, antique brass	6	20.25
	E2762-MB Cylinder fixture, black	6	18.60
	E2726-P Step cylinder fixture, white	6	16.05
	E2726-W Step cylinder fixture, teak/black	6	16.60
	E2710-AB Cylinder w/shade, antique brass	6	23.80
	E2711-AB Beaded cylinder fixture, antique brass	6	23.55
	E2711-B Beaded cylinder fixture, brass	6	26.60
	E2522-B Polished brass with glass	4	25.96
	E2536-B Brass pendant w/glass shade	4	34.75
	E2545-B Wood cylinder w/brass shade	6	34.85
	E2546-AB Wood cylinder w/antique brass shade	6	31.10
	E2761-P Cylinder fixtures, white	6	14.10
	E2732-P Continental fixture, white	6	19.25
	E2733-P Continental fixture, white	6	22.05
	E2600-P Roundback cylinder, white	6	8.75
	E2700-P Step cylinder, white	6	8.75
	E4000-P 4' Trac with two E2761-P fixtures	6	34.90
Total Price			\$



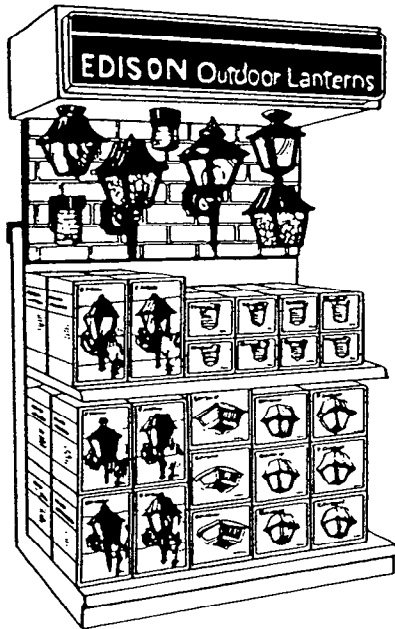
Edison Lighting

EDISON (ELD-2) POST LANTERN DISPLAY

The versatile ELD-2 retrofits our current ELD-7 lantern header board or it can be attached to a wall, or the top of a gondola.



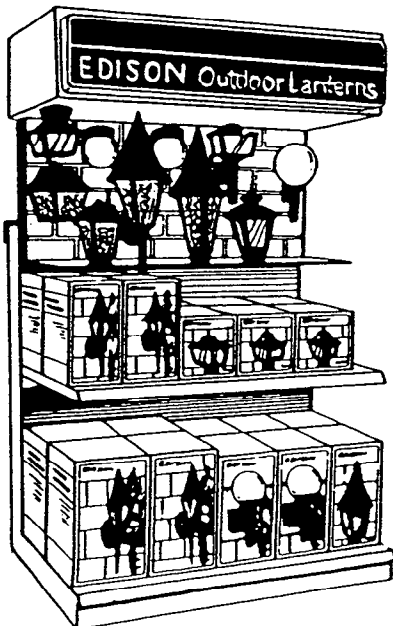
QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	E3700-9 Sq. post lantern (w/o post), Clear panel	\$ 9.00	\$ 54.00
6	E3726-9 Sq. post lantern (w/o post), Clear panel	13.70	82.20
6	E3707-9 Hex. post lantern (w/o post), Amber panel	18.15	108.90
Selling Stock Package			\$245.10
1	ELD-2 Merchandise display board (lanterns not included). Receive display board at N/C with purchase of entire selling stock package.	\$ 50.00	\$ 50.00
Total Price			\$ _____



Fits Standard 48" Gondola Base

EDISON (ELD-7) LANTERN GONDOLA DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	E3200-9 Sq. ceiling lantern, Clear panels	\$ 9.15	\$ 54.90
6	E3226-9 Sq. ceiling lantern, Clear panels	15.40	92.40
12	E3314-9 Round ceiling fixture, Clear nautical glass	4.90	58.80
12	E3600-9 Sq. wall lantern w/torch handle, Clear panels	9.50	114.00
12	E3610-9 Wall bracket, Clear "nautical" glass	4.45	53.40
12	E3626-9 Sq. wall lantern w/torch handle, Clear panels	16.30	195.60
12	E3800-9 Sq. wall pocket lantern, Clear panels	8.70	104.40
Selling Stock Package			\$673.50
7	Fixtures for display header/backboard: One example from each style of lantern listed. 3 fixtures are wired		\$ 68.40
Subtotal			\$741.90
1	ELD-7 Merchandise header/backboard	\$150.00	\$150.00
Receive the merchandise header/backboard at N/C with purchase of entire selling stock package.			
Total Price			\$ _____



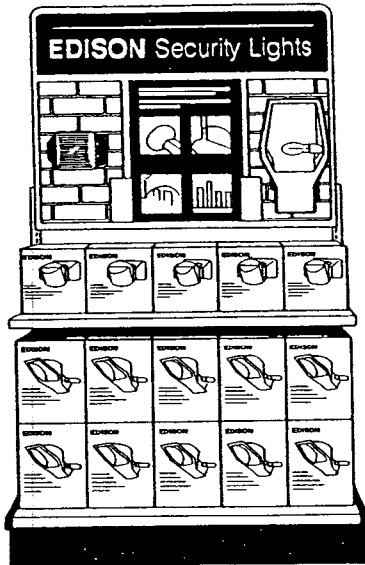
Fits Standard 48" Gondola Base

EDISON (ELD-25) LANTERN GONDOLA DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
6	E3310-9 Taper. Sq. porch ceiling fixture, Opal panels	\$ 9.95	\$ 59.70
6	E3605-9 Hex. wall lantern w/torch handle, Amber panels	19.95	119.70
6	E3619-9 Wall bracket, Smoke glass sphere	8.00	48.00
6	E3620-9 Wall bracket, Opal glass sphere	8.00	48.00
6	E3623-9 Wall bracket, 6" Opal glass sphere	11.10	66.60
6	E3624-9 Wall bracket, 6" Smoke glass sphere	12.35	74.10
6	E3311-9 Taper. Sq. ceiling fixture, Opal panels	12.50	75.00
6	E3700-9 Sq. post lantern (w/o post), Clear panels	9.00	54.00
6	E3707-9 Hex. post lantern (w/o post), Amber panels	18.15	108.90
6	E3726-9 Sq. post lantern (w/o post), Clear panels	13.70	82.20
6	E3801-9 Sq. wall pocket lantern, Amber panels	8.70	52.20
Selling Stock Package			\$788.40
10	Fixtures for display header/backboard 3 fixtures are wired		\$120.30
Subtotal			\$908.70
1	ELD-25 Merchandise header/backboard	\$150.00	\$150.00
Receive the merchandise header/backboard at N/C with purchase of entire selling stock package.			
Total Price			\$ _____



Edison Lighting



Fits Standard 48" Gondola

EDISON (ESD-2) SECURITY GONDOLA DISPLAY PACKAGE INCLUDES:

QTY.	DESCRIPTION	UNIT COST	TOTAL COST
1	Package of selling stock includes:		
12	E5000 - 50 Watt H.P.S. Security Light	\$ 69.90	\$ 838.80
10	E6000 - 70 Watt H.P.S. Security Light	\$ 78.50	785.00
	Selling Stock Package		\$1,623.80
1	ESD-2 Merchandise header/backboard (fixtures not included) Receive merchandise header/backboard at N/C with purchase of entire selling stock package.	\$150.00	\$ 150.00
	Total Price		\$ _____

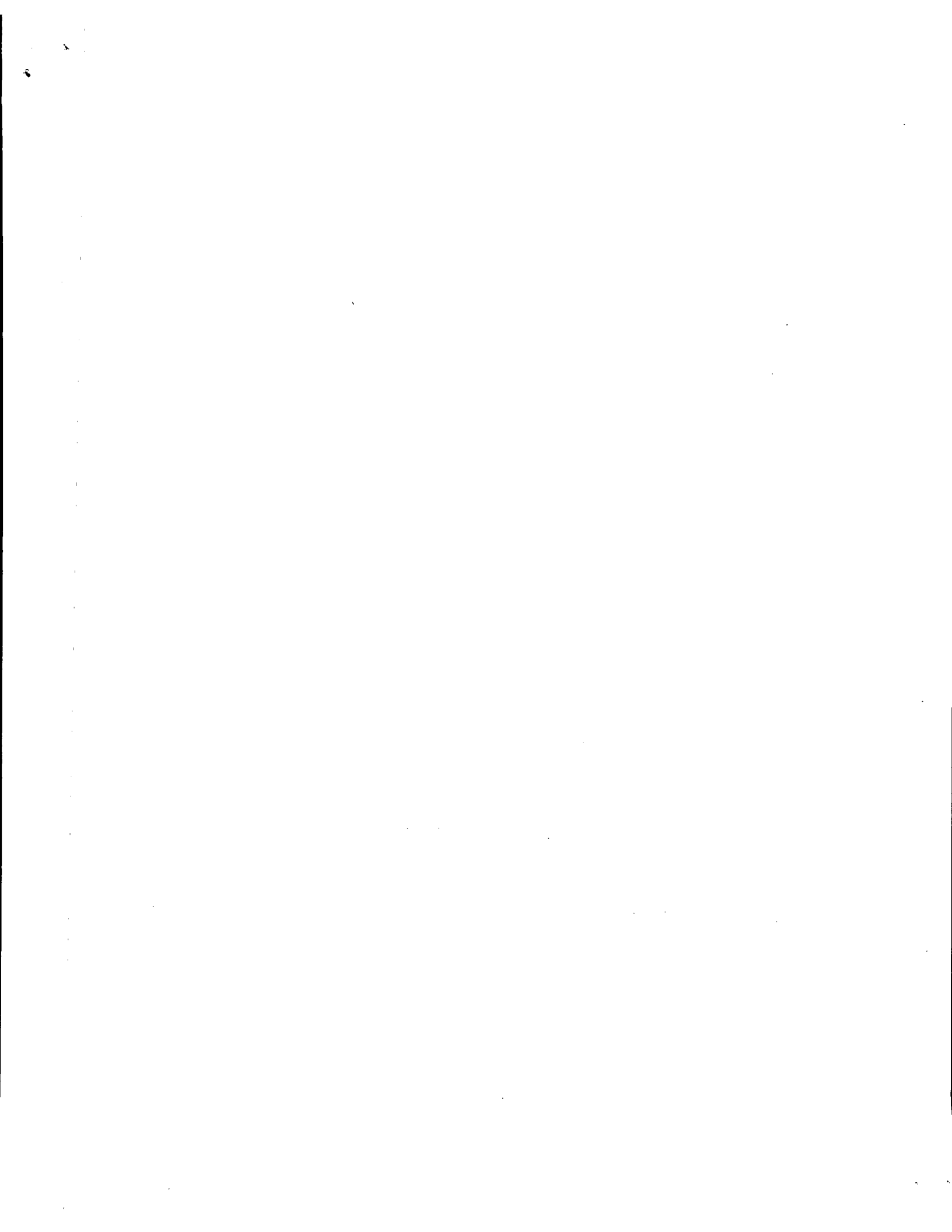
NOTE: Units with Photo Control (E5001 & E6001) may be substituted at additional \$10.00 per unit.

FULL DISPLAY PACKAGES ARE SHIPPED PREPAID/FULL FREIGHT ALLOWED

Edison Lighting
Cooper Industries
400 Busse Road
Elk Grove Village, Illinois 60007

ADV860076

ME05484



Edison Lighting

NET PRICE SHEET

No. EPIN-186

Effective January 1, 1985

Revised 1/31/86

General Terms and Conditions of Sale

Terms of Payment: 2% discount allowed for payments on the 10th proximo.

Freight Terms: Freight will be prepaid and allowed on each order totalling \$1,000.00 or partial release totalling \$1,000.00 prepaid or more within the continental limits of the United States. For other areas, consult factory. Orders not qualified for prepaid freight will be shipped with transportation charges collect.

All shipments will be made via carrier selected by shipper.

Merchandise and Claims Terms: Title to all merchandise shall pass from Edison Lighting to our customers upon execution of the bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur.

All claims for loss or damage in transit must be made by consignee to carrier.

Return Merchandise Terms: No merchandise may be returned without prior written authorization. This written authorization will be issued at Edison Lighting's discretion and must be requested by the customer within 90 days of the original shipment date. Only items determined by the manufacturer to be defective may be returned.

Custom made equipment and "specials" may not be returned except for defects proven to be the manufacturer's responsibility.

Order Cancellation Terms: Cancellation of orders will be accepted only if made in writing and received prior to shipment of order. Verbal order cancellations will not be accepted.

Custom made equipment and "specials" may not be cancelled after release of order.

Edison Lighting reserves the right to assess a minimum cancellation charge of \$25.00 when an order is cancelled and an additional charge of 25% of the value of the order if the order is cancelled after it has been processed for shipment.

Minimum Order Charge: A service charge of \$5.00 will be added to all original orders which total less than \$50.00 net.

Pricing: Prices are subject to change without notice. Merchandise will be shipped at prices prevailing at the time of shipment.

One-Year Product Warranty to the Dealer: Lighting Products Division warrants to the Dealer, for one year* only, that its products are free from defects in material and workmanship. Lighting Products Division obligation is expressly limited to repair or replacement, without charge, at Lighting Products Division factory, only after prior written return authorization has been granted. This warranty shall not apply to products which have been altered or repaired outside of the Lighting Products Division's factory. This warranty is in lieu of all other warranties, express or implied, and without limiting the generality of the foregoing phrase, excludes any implied warranty of merchantability. Also, there are no warranties which extend beyond the description of the product on the company's literature setting forth the terms of sale.

*For this determination, the warranty period shall commence not later than three months from date of shipment from Lighting Products Division.

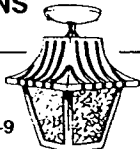










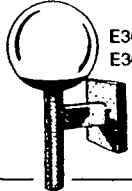
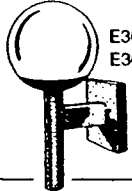
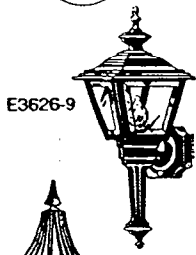





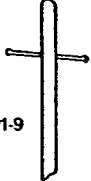
Edison Lighting Division
400 Busse Rd.
Elk Grove Village, Ill. 60007

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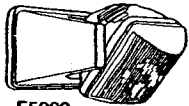
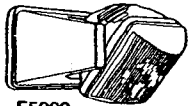
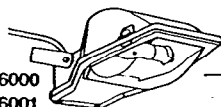
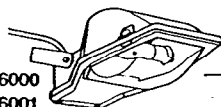
Edison Lighting

NET PRICE LIST

EPIN-186

OUTDOOR LANTERNS		CATALOG NUMBER	DESCRIPTION	STD PKG.	NET WT. LBS. EA.	NET PRICE
	E3200-9	E3200-9	Sq. ceiling fixture, Clear panels (ht. 10 3/4") 60W	12	1 3/4	9.15
	E3226-9	E3226-9	Sq. ceiling fixture, Clear panels (ht. 13") 60W	6	2	15.40
	E3310-9	E3310-9	Taper Sq. porch ceiling fixture (1 lt.) Opal panels (7 3/4" sq.) 60W	6	2	9.95
	E3311-9	E3311-9	Taper Sq. porch ceiling fixture (2 lt.) Opal panels (9 1/2" sq.) 2-60W	6	2 1/2	12.50
	E3314-9	E3314-9	Outdoor ceiling fixture, Clear "nautical" glass, (ht. 7 1/2") 60W	12	1 1/2	4.90
	E3600-9	E3600-9	Sq. wall lantern w/torch handle, Clear panels (ht. 17") 60W	12	2	9.50
	E3601-9	E3601-9	Sq. wall lantern w/torch handle, Amber panels (ht. 17") 60W	12	2	9.50
	E3605-9	E3605-9	Hex. wall lantern w/torch handle, Amber panels (ht. 31") 60W	1	3	19.95
	E3610-9	E3610-9	Wall bracket, Clear "nautical" glass (ht. 6") 60W	12	1 1/2	4.45
	E3619-9	E3619-9	Wall bracket, Smoke glass (ht. 6 1/4") 60W	6	1 1/2	8.00
	E3620-9	E3620-9	Wall bracket, Opal glass (ht. 6 1/4") 60W	6	1 1/2	8.00
	E3623-9	E3623-9	Wall bracket, 6" Opal glass (ht. 13") 60W	1	2	11.10
	E3624-9	E3624-9	Wall bracket, 6" Smoke glass (ht. 13") 60W	1	2	12.35
	E3626-9	E3626-9	Sq. wall lantern w/torch handle, Clear panels (ht. 19") 60W	1	2 1/4	16.30
	E3700-9	E3700-9	Sq. post lantern (w/o post) Clear panels (ht. 11") 60W	6	1 1/2	9.00
	E3707-9	E3707-9	Hex. post lantern (w/o post) Amber panels (ht. 19") 60W	1	2 1/4	18.15
	E3726-9	E3726-9	Sq. post lantern (w/o post) Clear panels (body ht. 10 3/4") 60W	12	1 3/4	13.70
	E3800-9	E3800-9	Sq. wall pocket lantern, Clear panels (ht. 9 1/2") 60W	12	1 1/2	8.70
	E3801-9	E3801-9	Sq. wall pocket lantern, Amber panels (ht. 9 1/2") 60W	12	1 1/2	8.70
	E3901-9	E3901-9	Metal post for lantern (ht. 84", 3" O.D.)	1	11 1/2	22.90
	ELD-7	ELD-7	Outdoor Lantern Display (includes display fixtures)	1	50	150.00
	ELD-25	ELD-25	Outdoor Lantern Display (includes display fixtures)	1	50	150.00

All Lanterns made of high density polyethylene FINISH: 9 — Matte Black

SECURITY LIGHTS		CATALOG NUMBER	DESCRIPTION	STD PKG.	NET WT. LBS. EA.	NET PRICE
	E5000	E5000	50 W H.P.S. Security Light - Brze.	6	3 1/2	69.90
	E5001	E5001	50 W H.P.S. Security Light w/photoelectric cell - Brze.	6	3 1/2	79.90
	E6000	E6000	70 W H.P.S. Utility/Activity Light - Brze.	1	7	78.50
	E6001	E6001	70 W H.P.S. Utility/Activity Light w/photoelectric cell - Brze	1	7	88.50

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Edison Lighting

NET PRICE LIST

EPIN-186

ACCESSORIES		CATALOG NUMBER	FINISH	DESCRIPTION	STD PKG.	NET WT. LBS. EA.	NET PRICE
	E4001P	E4001AB	Antique Brass	4' Trac and hardware in blister pk. w/inst. instructions	6	1 3/4	18.40
		E4001B	Brass	4' Trac and hardware in blister pk. w/inst. instructions	6	1 3/4	17.70
		E4001P	White	4' Trac and hardware in blister pk. w/inst. instructions	6	1 3/4	15.35
		E4001W	Woodgrain	4' Trac and hardware in blister pk. w/inst. instructions	6	1 3/4	16.60
		E4903P	White	Straight connector	6	1/2	5.70
		E4903MB	Black	Straight connector	6	1/2	5.70
		E4905P	White	"T" connector	6	1/2	9.85
		E4905MB	Black	"T" connector	6	1/2	9.85
		E4911P	White	Live end connector and junction box cover	6	1/2	6.20
		E4911MB	Black	Live end connector and junction box cover	6	1/2	6.20
	E4908P	White	Mini-Connector	6	1/4	3.60	
	E4908MB	Black	Mini-Connector	6	1/4	3.60	
	E4904P	White	"L" Connector	6	1/2	6.85	
	E4904MB	Black	"L" Connector	6	1/2	6.85	
	E4950P	White	15" Cord and plug with switch	6	1	12.40	
	E4950MB	Black	15" Cord and plug with switch	6	1	12.40	
	E4909P	White	Floating Canopy and Connector	6	1/2	8.00	
	E4909MB	Black	Floating Canopy and Connector	6	1/2	8.00	
	E4961P	White	Swag Hook	6	1/4	2.25	
	E4961MB	Black	Swag Hook	6	1/4	2.25	
	4983		T-bar attachment clip	12	1/4	1.50	
	4973P	White	Canopy adapter—monopoint	6	1/4	5.40	
	4973MB	Black	Canopy adapter—monopoint	6	1/4	5.40	

TRAC LIGHTING		CATALOG NUMBER	FINISH	DESCRIPTION	STD PKG.	NET WT. LBS. EA.	NET PRICE
	E2522B	E2522B	Brass	Polished Brass with fluted clear glass 100W A19; 7 1/4" length, 6" width	4	2	25.96
		E2536B	Brass	Polished Brass pendant with clear glass shade, 85" adjustable cord, 100W A19; 6 1/2" high, 10" wide	4	4 1/2	34.75
		E2545B	Brass	Wood Cylinder w/metal shade, 75W R30; 8" length, 5 3/8" dia., 10 1/8" extension	6	1 1/2	34.85
		E2546AB	Antique Brass	Wood Cylinder w/metal shade, 75W R30; 8" length, 5 3/8" dia., 10 1/8" extension	6	1 1/2	31.10
		E2600P	White	Promotional Roundback Cylinder R20 50W	6	1	8.75
		E2700P	White	Promotional Step Cylinder R20 50W	6	1	8.75
		E2710AB	Antique Brass	Traditional Lampholder (E2710) 75W R30/150W A21; 7 7/8" length, 5 3/4" dia., 10 1/8" ext. (E2711) 30/50W R20/100W A19; 7" length, 3 1/2" dia. 10" extension	6	1 1/2	23.80
		E2711AB	Antique Brass	Traditional Lampholder (E2710) 75W R30/150W A21; 7 7/8" length, 5 3/4" dia., 10 1/8" ext. (E2711) 30/50W R20/100W A19; 7" length, 3 1/2" dia. 10" extension	6	1 1/4	23.55
		E2711B	Brass	Traditional Lampholder (E2710) 75W R30/150W A21; 7 7/8" length, 5 3/4" dia., 10 1/8" ext. (E2711) 30/50W R20/100W A19; 7" length, 3 1/2" dia. 10" extension	6	1 1/4	26.60
		E2721P	White	Pinchback Lampholder 30/50W R20/60W A19; 6 3/4" length, 3 3/4" dia., 9 3/4" extension	6	1	16.05
		E2721W	Woodgrain	Pinchback Lampholder 30/50W R20/60W A19; 6 3/4" length, 3 3/4" dia., 9 3/4" extension	6	1	16.60
		E2726P	White	Step Cylinder 30/50W R20/60W A19; 6 3/4" length 3 3/4" dia., 9 3/8" extension	6	1	16.05
		E2726W	Woodgrain	Step Cylinder 30/50W R20/60W A19; 6 3/4" length 3 3/4" dia., 9 3/8" extension	6	1	16.60
		E2728P	White	Cylinder Lampholder 30/50W R20/60W A19; 7" length 3 3/8" dia., 9 3/8" extension	6	1	16.05
		E2728W	Woodgrain	Cylinder Lampholder 30/50W R20/60W A19; 7" length 3 3/8" dia., 9 3/8" extension	6	1	16.60
	E2732P	White	Continental Lampholder 30/50W R20/100W R25; 6 5/8" length, 3 5/8" dia., 9 1/8" extension	6	2	19.25	
	E2733P	White	Continental Lampholder 75W R30/100W R25; 8 3/4" length, 4 1/8" dia., 11 1/8" extension	6	2	22.05	
	E2761P	White	Cylinder Lampholder 40W R16; 5 1/4" length, 2 1/2" dia. 8 1/4" extension	6	1	14.10	

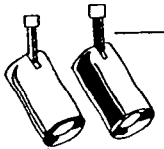
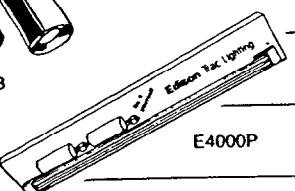
FINISHES: AB — Antique Brass, B — Brass, P — White, MB — Matte Black, W — Black with Teakwood Trim

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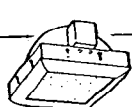
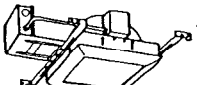
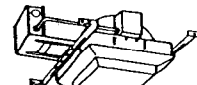

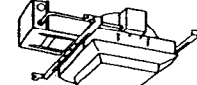






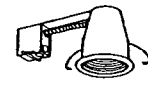
Edison Lighting

NET PRICE LIST

EPIN-186

TRAC LIGHTING (cont.)	CATALOG NUMBER	FINISH	DESCRIPTION	STD PKG.	NET WT. LBS. EA.	NET PRICE
 E2762AB E2762MB	E2762AB	Antique Brass	Cylinder Lampholder 30/50W R20/100W R25 5 1/2" length, 3 3/4" dia., 7 1/4" extension	6	1 1/4	20.25
	E2762P	White		6	1 1/4	18.60
	E2762MB	Black		6	1 1/4	18.60
 E4000P	E4000P	White	Edison Trac-Pac with 4 White Trac and two E2761 lampholders. Installation instructions on package back	6	3 1/2	34.90
	E9		Lamp for E2761 and E4000P, 40W R16	1	1/4	2.20
	ETD-20		Merchandise display (Inc. display fixtures)	1	45	150.00

FINISHES: AB — Antique Brass, B — Brass, P — White, MB — Matte Black, W — Black with Teakwood Trim

COMPLETE UNITS	CATALOG NUMBER	DESCRIPTION	STD PKG.	NET WT. LBS. EA.	NET PRICE
 ES7001P	ES7001P	Albalite lens, 60W, 9" Sq. Trim unwired	6	4 3/4	10.25
 ES7010P	ES7010P	Albalite lens, 100W, 9" Sq. Trim	6	6 1/4	16.25
	ET7010P	Albalite lens, 60/100W, 9" Sq. Trim	6	6 1/4	17.65
 ET7011P	ET7011P	Drop opal diffuser, 100W, 9" Sq. Trim	6	6	20.70
 ES7020P	ES7020P	Albalite lens, 150W, 11" Sq. Trim	6	7 3/4	20.90
	ET7021P	Drop opal diffuser, 150W, 11" Sq. Trim	6	7	25.50
 ET7021P	ES7000P	Low profile, open 75WR30, 7 1/4" Dia. unwired	12	2 1/4	8.40
	EHB2-24	ACCESSORIES Bar Hanger — 24"	12 pr.	13	1.15(2)
	ETB-7	T-Bar attachment clips	25 sets		1.35(4)
 ET7070P	ET7070P	Albalite lens, 60W A19, 8" Dia.	6	5 1/2	18.30
	 ET7071P	ET7071P	Drop opal, 60W A19, 8" Dia.	6	5
ET7071AL		Drop opal, Shower Light 60W A19, 8" Dia.	6	5	21.15
 EIT7078P	EIT7078P	Eyeball, 75W R30, 8" Dia.	6	5 1/2	23.90
	EIT7078B	Eyeball, 75W R30, 8" Dia.	6	5 1/2	25.95
 ET7301P	ET7301P	Open, 75W R30, 7 1/4" Dia.	6	5	18.60
	 ET7401P	ET7401P	Open, 150W R40, 8" Dia.	6	5
ET7401AL		Open, 150W R40, 8" Dia.	6	5	18.05
 ET7410P	ET7410P	"Coilex" baffle, 150W R40, 7" Dia.	6	5	18.60
	ET7993	Mini Remodel Housing with Baffle Trim, 4 1/4" Dia. 50W R20	6	2	18.35
 ET7993	ERD-1	ES 7000P Display	1	25	75.00
	ERD-7	Merchandising Display (includes display fixt.)	1	50	150.00

FINISHES: B — Satin Brass, P — Satin White Paint, AL — Anodized Satin Aluminum

PREFIXES: ES — Edison Suspended, ET — Edison Thermally Protected, EI — Edison Insulated Ceiling

NOTE: All the above units excluding the ES7000P and ES7001P are pre-wired and include hanging bars, remodeling clips, junction box, can and trim.

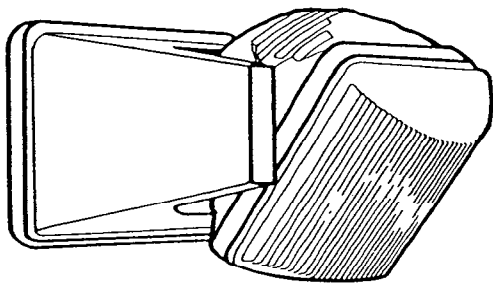
GLASS ONLY PRICE (per piece or per panel)

CAT.	PRICE	CAT.	PRICE	CAT.	PRICE	CAT.	PRICE
E3200	1.05	E3600	1.05	E3620	3.35	E3707	1.85
E3226	1.85	E3601	1.00	E3623	4.55	E3726	1.85
E3310	1.70	E3605	1.85	E3624	5.20	E3800	1.70
E331	2.80	E3610	2.35	E3626	1.85	E3801	1.70
		E3618	3.90	E3700	1.00	E7010	3.65
						E7011	7.15
						E7020	5.10
						E7021	8.60
						E7070	3.65
						E7071	4.35

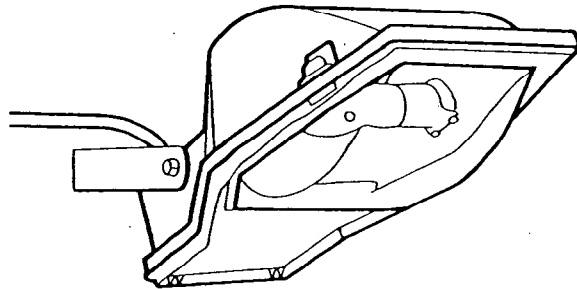
Edison Lighting

Supplemental Price Sheet

Edison Lightings *Classic* Security Lights



E5000 Bronze Finish
50 Watt High Pressure Sodium
Includes Bulb



E6000 Bronze Finish
70 Watt High Pressure Sodium
Includes Bulb


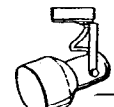

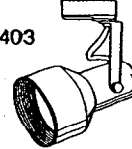
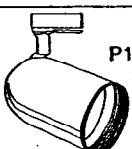
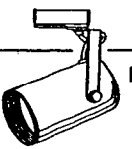
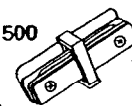
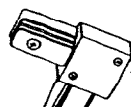
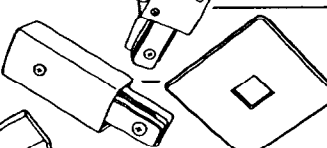
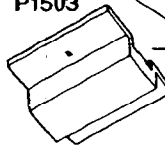
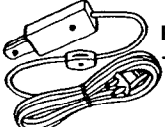
Catalog No.	Description	Cubes	Std. Pkg.	Net Wt.	Net Price
E5000	50 Watt H.P.S., Bronze Finish	.5	6	3.5	69.90
E5001	50 Watt H.P.S., Bronze Finish, w/photo control	.5	6	3.5	79.90
E6000	70 Watt H.P.S., Bronze Finish	1.2	1	7	78.50
E6001	70 Watt H.P.S., Bronze Finish, w/photo control	1.2	1	7	88.50

E8-85

Price! Performance! Pronto!

- A new price point! Buy your import trac program from the world's most dependable and largest retail track lighting manufacturer. . . Edison Lighting!
- Order and combine the "Pronto!" track items along with your Edison recessed, trac, lantern, and security light products.
- The "Pronto!" track system is completely independent of the Edison trac system (not interchangeable). You can add this budget priced system as a traffic builder while maintaining the integrity of your Edison trac program.
- Our "Pronto!" track adapter is the lowest profile adapter in the industry. This means you'll have the cleanest looking budget trac system available.
- We maintain the inventory! You do not have to invest in overseas containers! We back you up 100%.
- Best of all . . . Your normal Edison terms will apply. You'll receive the same level of service, dating terms, freight terms, and advertising allowances that you are currently enjoying with your Edison products.

"PRONTO" TRACK SYSTEM

	CATALOG NUMBER	FINISH	DESCRIPTION	MASTER PACK	NET PRICE	EXTENDED NET PRICE
	PTD-1		"Pronto!" Header Panel - 2'x4' (N/C when purchasing recommended assortment)	1	\$50.00	\$50.00
	P1200	White	4' Track	6	8.75	52.50
	P1401	White	Step cylinder, 50W R20	6	7.75	46.50
	P1402	White	Roundback cylinder, 50W R20	6	7.75	46.50
	P1403	White	Step cylinder, 75W R30	6	9.70	58.20
	P1404	White	Roundback cylinder, 75W R30	6	9.85	59.10
	P1405	White	Flatback cylinder, 50W R20	6	9.60	57.60
	P1500	White	"I" Connector	6	2.45	14.70
	P1501	White	"L" Connector	6	3.50	21.00
	P1502	White	Live-end connector and J box cover	6	4.75	28.50
	P1503	White	Center feed connector	6	6.20	37.20
	P1504	White	15' Cord and plug connector with switch	6	5.70	34.20
	P1600	White	Track Kit - Includes: 4' track, 2 P1401 step cylinders (50W R20), live-end connector and P1401 box cover	6	27.95	167.70
	P1700	White	Track Kit - Includes: 4' track, 3 P1401 step cylinders (50W R20), live-end connector and J box cover	6	35.95	215.70

TOTAL EXTENDED NET PRICE

\$889.40

EDISON TRACK LIGHTING SYSTEM

Installation Guidelines

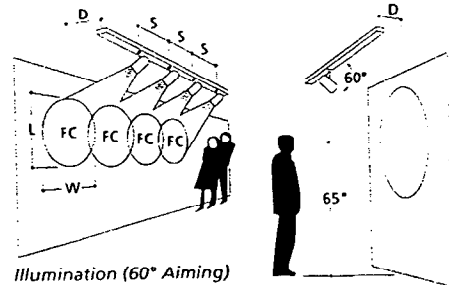
For wall washing, place track two to three feet from wall. For uniform illumination, distance between fixtures and distance from wall should be equal. To avoid reflected glare, aim lampholder 60° from horizontal and adjust lampholder so beam center is approximately eye level (60° to 65° high).

Installation - Directives

Pour l'éclairage de mur, installer le rail à 2 ou 3 pieds du mur. Pour un éclairage uniforme, s'assurer que la distance entre les appareils et la distance à partir du mur sont identiques. Pour éviter toute réflexion ou tout éblouissement, orienter le porte-lampe à 60° de l'horizontale et le régler de sorte que le milieu du faisceau se trouve environ à la hauteur des yeux (hauteur de 60 à 65 po).

Guía de instalación

Para iluminar una pared, coloque el riel a una distancia de entre 0,5 m y 1 m de la misma. Para lograr una iluminación uniforme, la distancia entre las luminarias y entre la pared deben ser iguales. Para evitar reflejos molestos, oriente el soporte de la lámpara a 60° de la horizontal y ajústelo de modo que el centro del haz quede aproximadamente a nivel de los ojos (1,50m a 1,65m de altura).



Illumination (60° Aiming)

Éclairage (orientation de 60°)

Iluminación (orientación de 60°)

Lamp Type/Watts/Beam Genre de lampe/wattage/faisceau Tipo de lámpara/Watios/Haz	D Distance from wall Distance à partir du mur Distancia de la pared	FC Footcandles Pieds bougies Footcandles	L x W Beam Length and Width Longueur et largeur du faisceau Longitud y ancho del haz	S Spacing Espacement Separación
50W MR16 NSP	9'	82	3' x 3'	3'
50W MR16 NFL	7'	46	6' x 6'	5'

EDISON Signature Series™

Step Cylinder

TRACK LIGHT

Cylindre à dents inégales

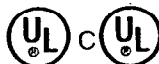
ÉCLAIRAGE SUR RAIL

Cilíndrica escalonada

LÁMPARA DE RIEL



LOW VOLTAGE HALOGEN
HALOGÈNE BASSE TENSION
LÁMPARA HALÓGENA DE
BAJO VOLTAJE



50W MR16
E9001



EDISON® TRACK LIGHTING SYSTEM

Installation Guidelines

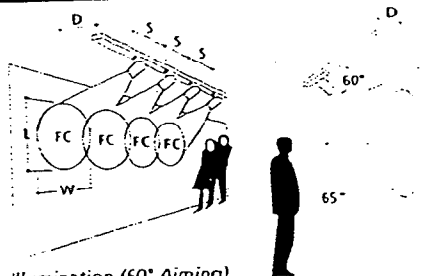
For wall washing, place track two to three feet from wall. For uniform illumination, distance between fixtures and distance from wall should be equal. To avoid reflected glare, aim lampholder 60° from horizontal and adjust lampholder so beam center is approximately eye level (60° to 65° high).

Installation - Directives

Pour l'éclairage de mur, installer le rail à 2 ou 3 pieds du mur. Pour un éclairage uniforme, s'assurer que la distance entre les appareils et la distance à partir du mur sont identiques. Pour éviter toute réflexion ou tout éblouissement, orienter le porte-lampe à 60° de l'horizontale et le régler de sorte que le milieu du faisceau se trouve environ à la hauteur des yeux (hauteur de 60 à 65 po).

Guía de instalación

Para iluminar una pared, coloque el riel a una distancia de entre 0,5 m y 1 m de la misma. Para lograr una iluminación uniforme, la distancia entre las luminarias y entre la pared deben ser iguales. Para evitar reflejos molestos, oriente el soporte de la lámpara a 60° de la horizontal y ajústelo de modo que el centro del haz quede aproximadamente a nivel de los ojos (1,50m a 1,65m de altura).



Illumination (60° Aiming)
Éclairage (orientation de 60°)
Iluminación (orientación de 60°)

Lamp Type/Watts/Beam Genre de lampe/wattage/faisceau Tipo de lámpara/Watios/Ház	D Distance from wall Distance à partir du mur Distancia de la pared	FC Footcandles Pieds bougies Footcandles	L x W Beam Length and Width Longueur et largeur du faisceau Longitud y ancho del haz	S Spacing Espacement Separación
50W MR16 NSP	9'	82	3' x 3'	3'
50W MR16 NFL	7'	46	6' x 6'	5'

EDISON® Signature Series™

Step Cylinder

TRACK LIGHT

Cylindre à dents inégales

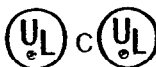
ÉCLAIRAGE SUR RAIL

Cilíndrica escalonada

LÁMPARA DE RIEL



LOW VOLTAGE HALOGEN
HALOGÈNE BASSE TENSION
LÁMPARA HALÓGENA DE
BAJO VOLTAJE



50W MR16
E9001



EDISON®

Signature Series

4 3/4"

Mini White Coilex Baffle

RECESSED LIGHTING

Mini-délecteur coilex blanc

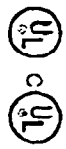
ECARRAGE ENCASTRE

Deflector a bobina, blanco

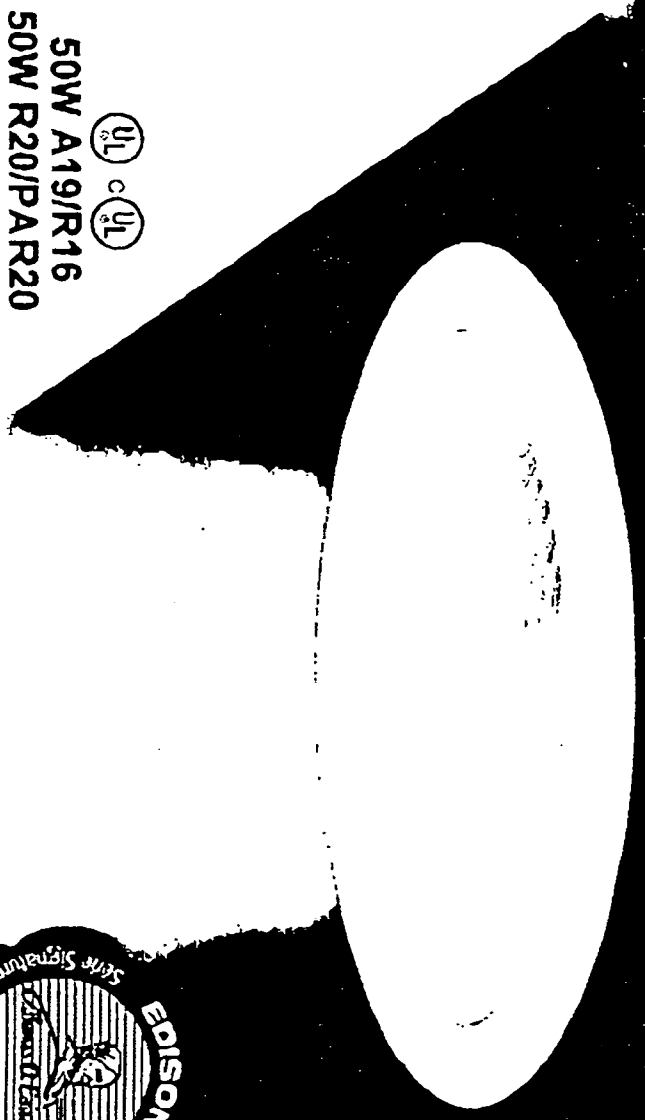
IZEMPORADA EN EL CERO PISO

Housing and Trim Packaged Together
Logement et garniture dans un même emballage
El juego incluye caja de luz y perfil

50W A19/R16
50W R20/PAR20



ET7993PW



©1997
Made in China
Fabriqué en Chine
Fabricado en China

ME 05642

Application Guidelines

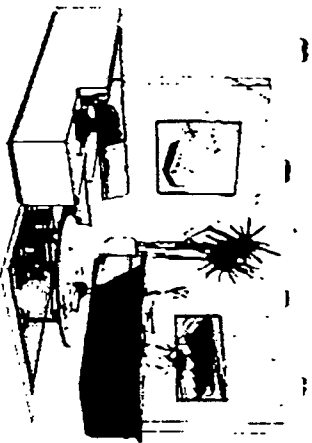
Edison Recessed Lighting lets you achieve the lighting effects you desire.

Application - directives

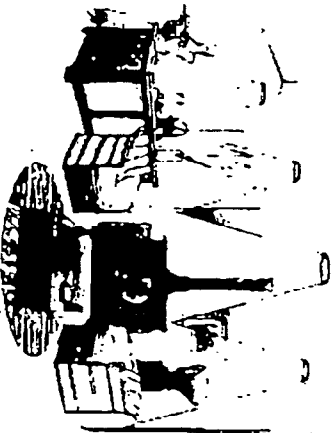
Avec les systèmes d'éclairage sur luminaire encastré Edison, vous obtiendrez les effets voulus.

Guía de aplicación

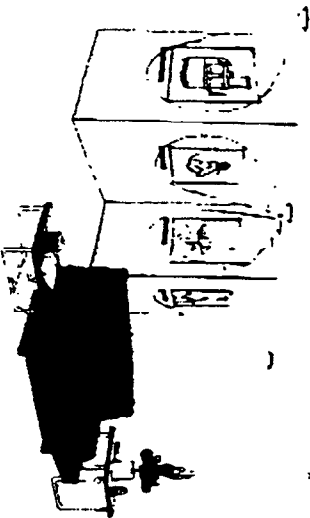
La Iluminación de Riel Edison permite lograr los efectos luminosos que usted desea.



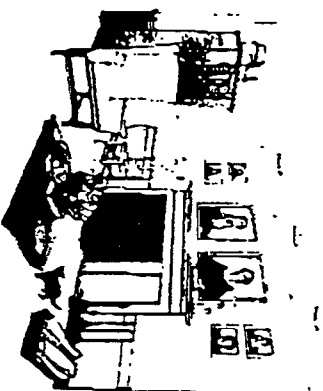
Ambient Lighting
Éclairage ambiant
iluminación de ambiente



Task Lighting
Éclairage direct
iluminación directa



Wall Washing
Éclairage mural
iluminación de pared



Accent Lighting
Éclairage d'accentuation
iluminación de acentuación

EDISON

LIGHTING

Edison Lighting, 11211 Highway 74 South, Peachtree City, GA 30269

ET7993PW

ME 05643

EDISON[®] TRACK LIGHTING SYSTEM

Roundback

TRACK LIGHT

Fond arrondi

ÉCLAIRAGE SUR RAIL

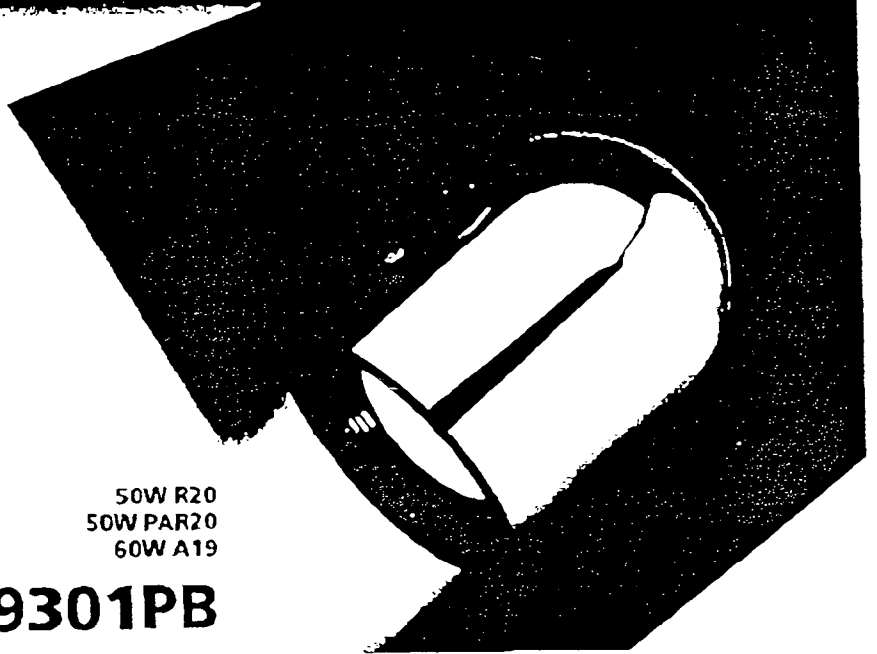
Lámpara redondeada

LÁMPARA DE RIEL

BRASS WITH BLACK BAFFLE
LAITON AVEC DÉFLECTEUR NOIR
BRONCE CON DEFLECTOR NEGRO

50W R20
50W PAR20
60W A19

E9301PB



ME 05644

Application Guidelines

Edison Track Lighting lets you achieve the lighting effects you desire.

Application - directives

Avec les systèmes d'éclairage sur rail Edison, vous obtiendrez les effets voulus.

Guía de aplicación

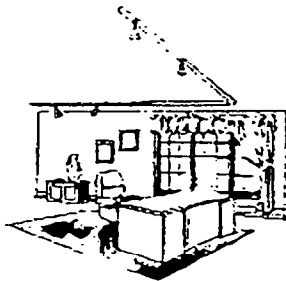
La Iluminación de Riel Edison permite lograr los efectos luminosos que usted desea.



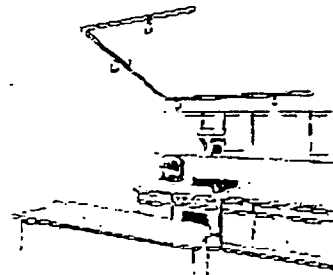
Wall Washing
Éclairage de mur
Iluminación de paredes



General Lighting
Éclairage général
Iluminación general



Accent and Task Lighting
Éclairage d'accentuation
et fonctionnel
Iluminación decorativa
y de trabajo



Task Lighting
Éclairage fonctionnel
Iluminación de trabajo

COOPER

Cooper Lighting

400 Busse Road • Elk Grove Village, Illinois 60007

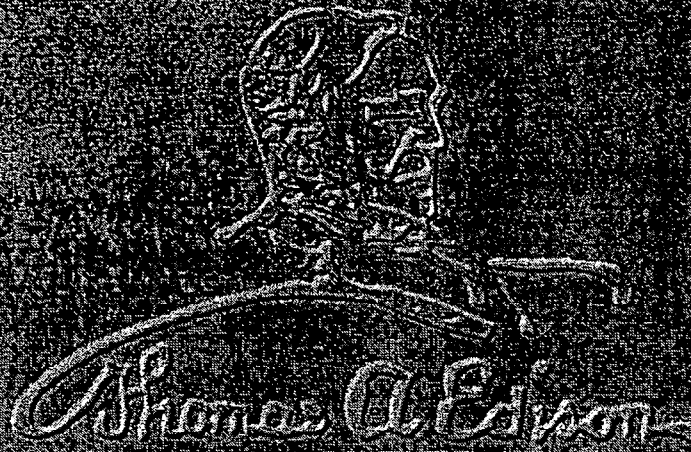
ME 05645

77251

©1995
Made in China
Fabriqué en Chine
Fabricado en China

ME 05646

*"I find out what the world needs,
Then I go ahead and try to invent it"*
THOMAS ALVA EDISON



*"Lighten" up
your shelves
with the*



bright new Packaging
from Edison Lighting

EDISON LIGHTING SYSTEMS

Edison is proud to introduce, a bright, clean, new fresh look of their product line that will "Lighten" up your store shelves. The easiness of installation, what type of lamp, dimensions, type of light source and building code information will make it easier for your customer to make a final decision right in your store.

- * A CLEAN FRESH LOOK
- * INSTALLATION INFORMATION
- * FIXTURE DIMENSIONS
- * LAMPS SPECS
- * BUILDING CODES
- * APPLICATION GUIDELINES
- * SPECIAL FEATURE LOGOS

Clean, Bright New Packaging



Special Feature Logo

UPC Code

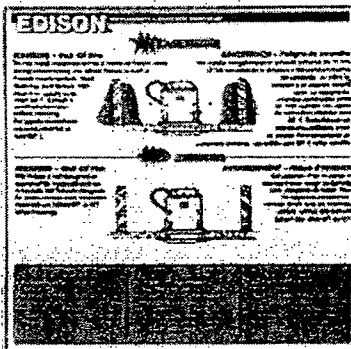
Easy Product Identification

Low Voltage Energy Saving

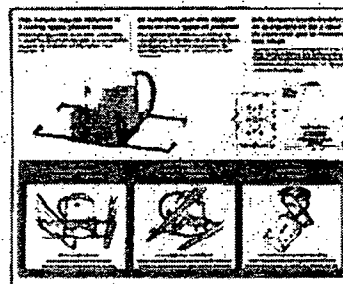
Large Fixture Number and Lamp Specification for easy identification

Special Feature Logo

Two Face Panel for easy shelf stocking

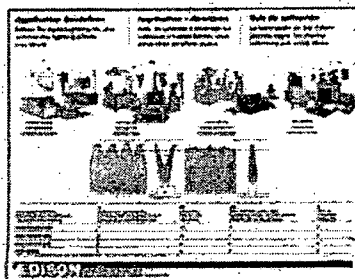


Building Code Information



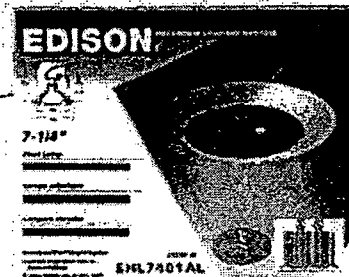
Installation Instructions

All Edison Fixtures are
UL E UL
Approved



Fixture Placement
• Task Lighting
• Wall Washing
• Ambient Lighting
• Accent Lighting

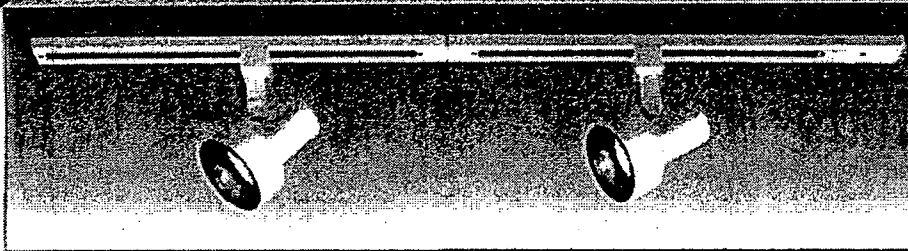
Lamp Chart



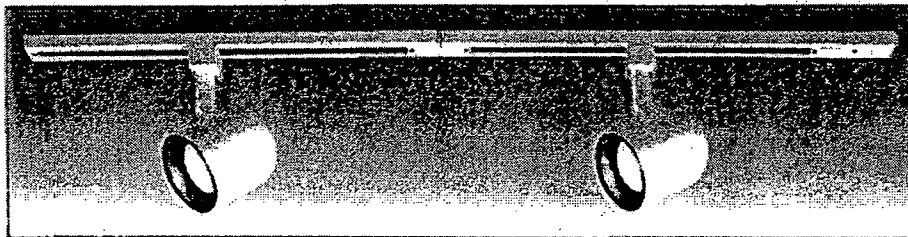
Dimensions information

EDISON[®] LIGHTING SYSTEMS

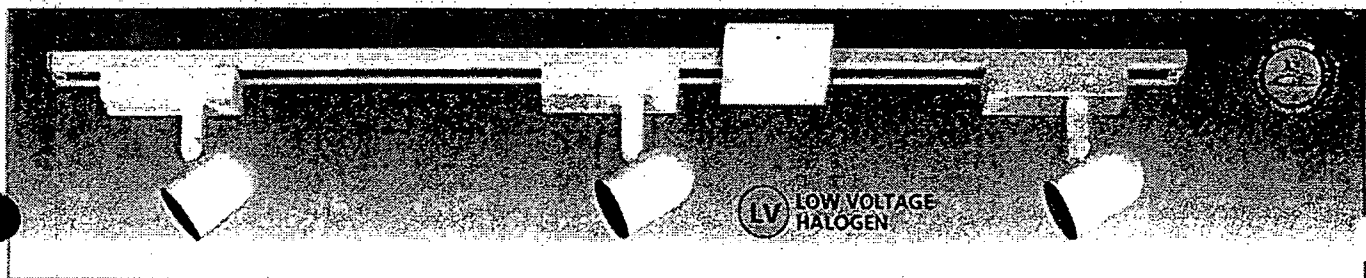
Track Pacs[®]



E9021 Step Cylinder
50W PAR20
Kit includes: 2-50W Step Cylinders,
2-2Track Lengths,
1-Track Connector, 1-Junction Box
Cover, 1-Live Connector,
Step by Step Instructions



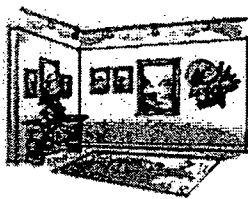
E9022 Round Back
50W PAR20
Kit includes: 2-50W Round Back
Cylinders, 2-2Track Lengths,
1-Track Connector, 1-Junction Box
Cover, 1-Live Connector,
Step by Step Instructions



E9502 Round Back Kit includes: 3-50W MR16 Round Back Cylinders, 1-4' Track, 1-Track Adapter with Cover,
50W MR16 1-Mounting Hardware Package, Step by Step Instructions (Halogen Lamps not included)

Application Guidelines

Edison Track Lighting lets you achieve the lighting effects you desire.



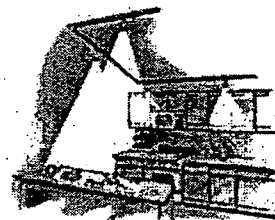
Wall Washing



Accent and Task Lighting



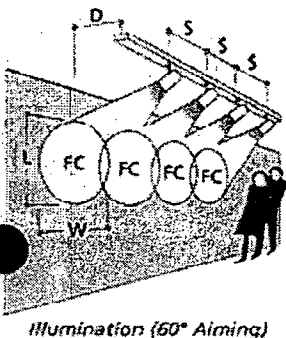
General Lighting



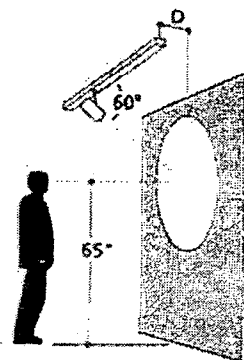
Task Lighting

EDISON TRACK LIGHTING LAMP CHART

FIXTURE REF.	LAMP TYPE						
	50W PAR20	50W PAR30	50W MR16 NSP	Low Voltage		75W MR16	150W PAR38
E9001	-	-	•	•		-	-
E9002	-	-	•	•		-	-
E9015	-	-	-	-	•	•	-
E9035	-	•	-	-	-	-	-
E9502	-	-	•	•		-	-
E9505	-	-	-	-	-	-	•
E9521	•	-	-	-	-	-	-
E9522	•	-	-	-	-	-	-
E9525	•	-	-	-	-	-	-
E9525B	•	-	-	-	-	-	-



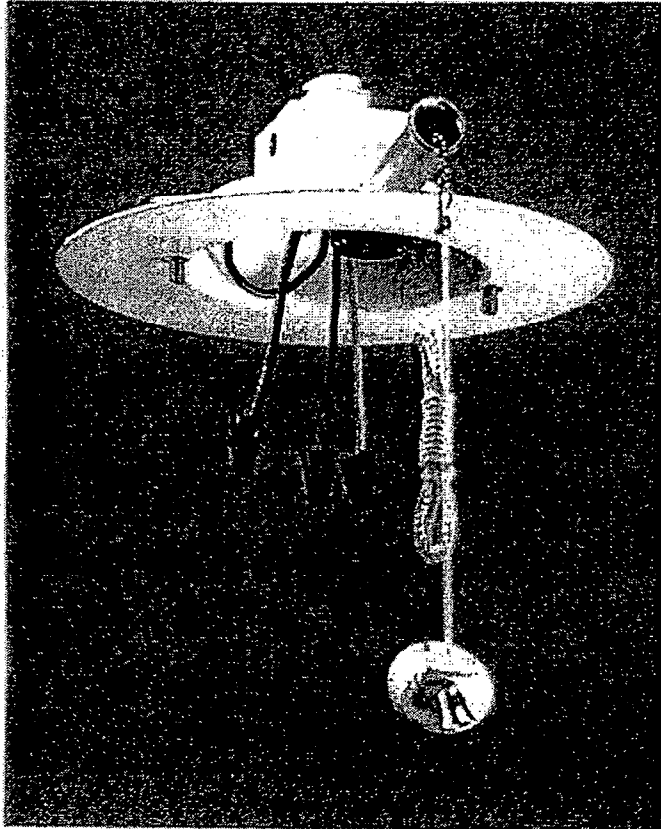
Illumination (60° Aiming)



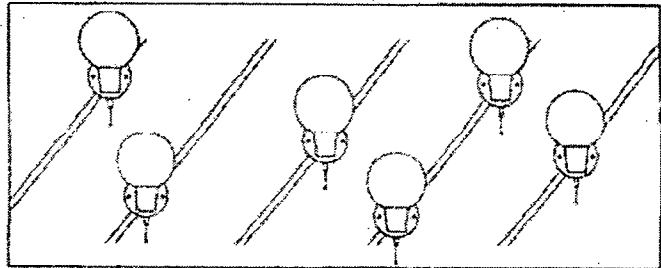
65°

EDISON[®] LIGHTING SYSTEMS

E4956P Showroom Adapter



The Edison E4956P Showroom Adapter is a simple solution to your lighting display requirements. It snaps onto our Track much like any track but allows you to attach any lighting fixture to it. The convenient switch and cord allow your customer to turn the fixture on and off. Track is available in convenient 2', 4' and 8' lengths.



For walls use a diagonal layout to maximise your selling space.

Ceiling and Wall Installation

Mount track 2' apart and adjust your showroom adapters to space out different size fixtures. Hang swag lights at different heights to group them closer.

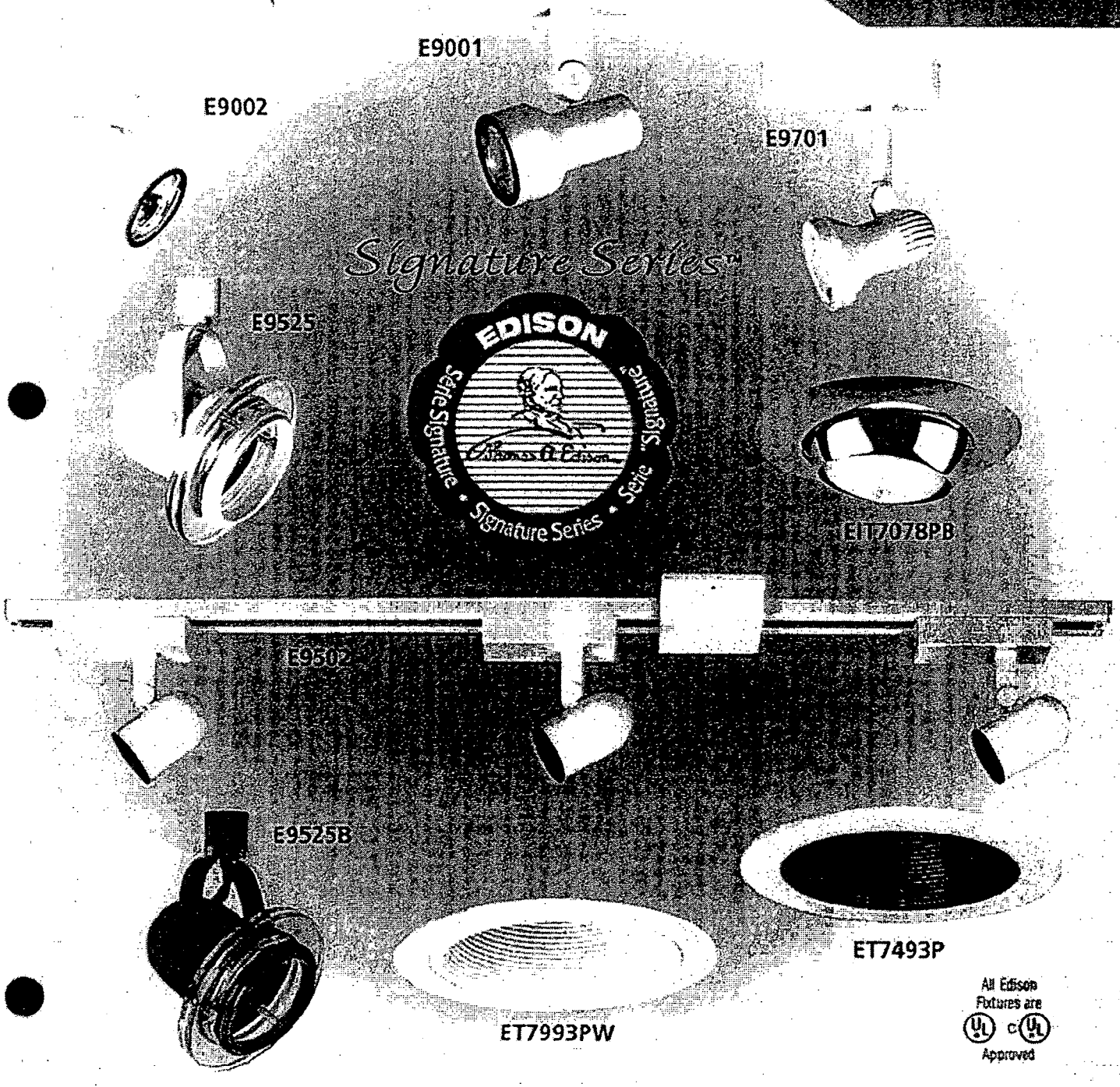
Provide one circuit for each system up to 1800 watts. Ad "T"s or "L"s where required. Because it is EDISON TRACK you can display Edison Lampholders.

EDISON LIGHTING SYSTEMS

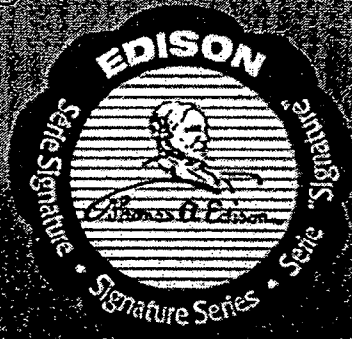
F.C.C. Approved - to eliminate "Cross Talk".

- Ceramic Sockets with brass nickle plated screw shells for Halogen PAR fixtures.
- Strong positive lock connector for safety.
- Five Year Warranty.

The Edison "Signature Series" is a select collection of refined lighting fixtures with exceptional quality and unique features. These fixtures are engineered to use energy-efficient, precision beam-control Halogen MR 16, and PAR20 lamps.



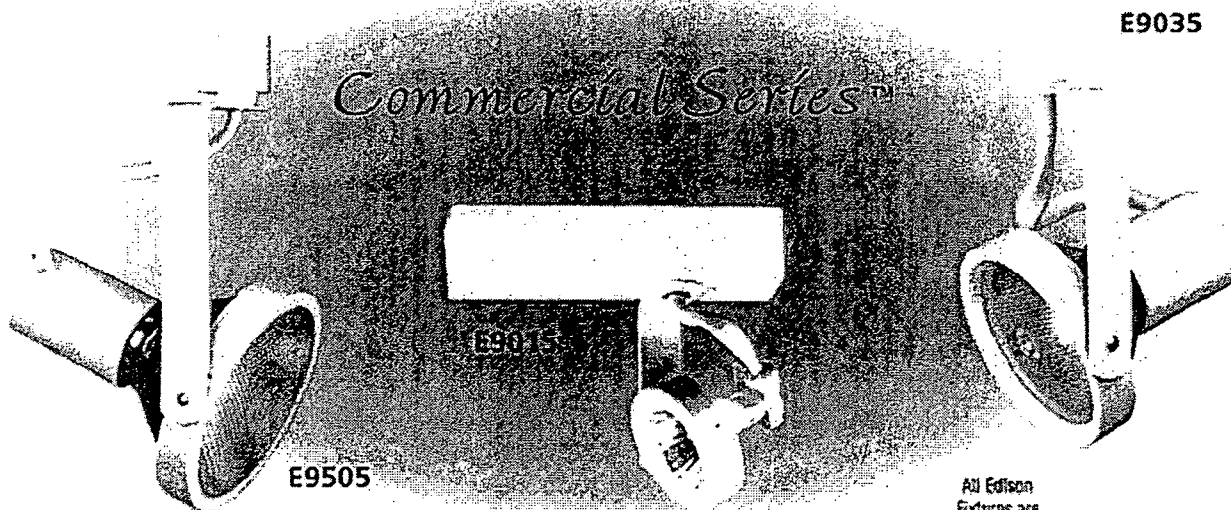
Signature Series



All Edison Fixtures are  c  Approved

EDISON LIGHTING SYSTEMS

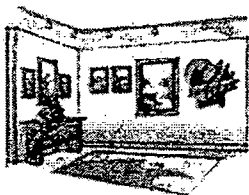
- When your requirements include maximum wattage
- 75W MR16
- 150W PAR38
- 75W PAR30



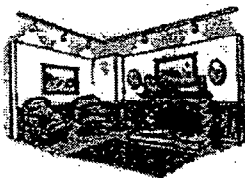
All Edison
Fixtures are
UL c UL
Approved

Application Guidelines

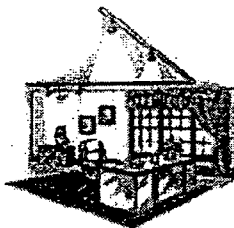
Edison Track Lighting lets you achieve the lighting effects you desire.



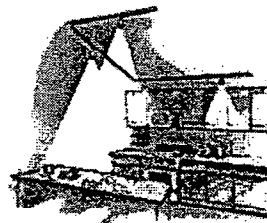
Wall Washing



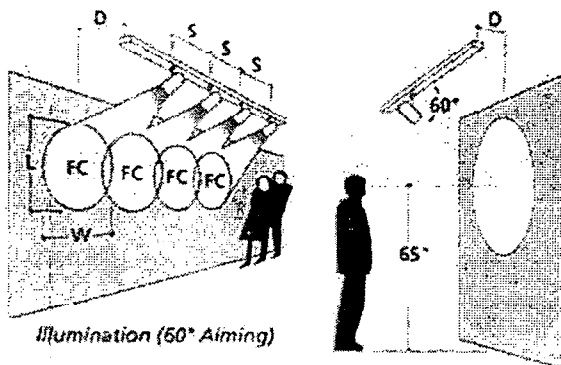
Accent and Task Lighting



General Lighting



Task Lighting



EDISON TRACK LIGHTING LAMP CHART

FIXTURE NO.	LAMP TYPE					
	50W PAR20	50W PAR30	50W MR16 NSP	Low Voltage		150W PAR38
			50W MR16 NFL	75W MR16		
E9001	-	-	•	•	-	-
E9002	-	-	•	•	-	-
E9015	-	-	-	-	•	-
E9035	-	•	-	-	-	-
E9502	-	-	•	•	-	-
E9505	-	-	-	-	-	•
E9521	•	-	-	-	-	-
E9522	•	-	-	-	-	-
E9525	•	-	-	-	-	-
E9525B	•	-	-	-	-	-

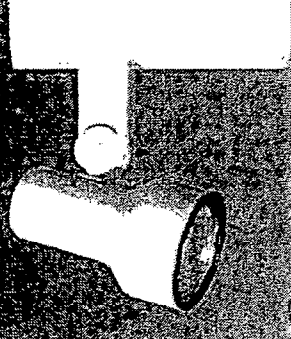
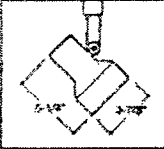
EDISON LIGHTING SYSTEMS

The Edison track line offers a wide range of lampholders, components and fittings to meet any lighting requirements; from traditional to contemporary settings, from task and accent lighting to general illumination. The Edison Track System lets you direct light exactly where it is needed, combining efficient lighting with energy savings.


All Edison
Fittings are

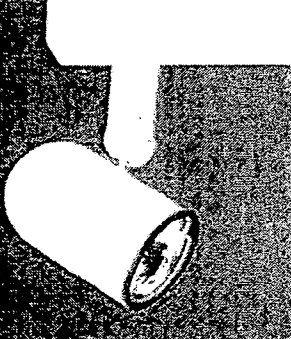
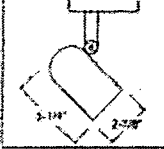
Approved

New Track Heads







E9001
Step Cylinder
50W MR16

 **LV** LOW VOLTAGE
HALOGEN

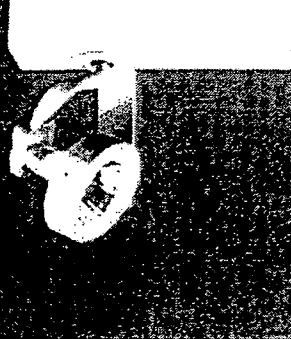
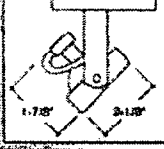
E9002
Round Back
50W MR16

 **LV** LOW VOLTAGE
HALOGEN






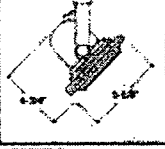
Commercial Series

E9505
Halogen Gimball Ring
150W PAR38

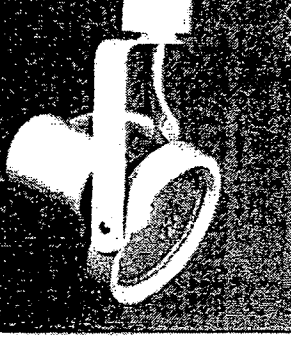
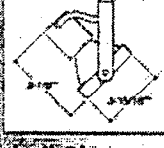



E9015
Gimball Ring
White
75W MR16

 **LV** LOW VOLTAGE
HALOGEN


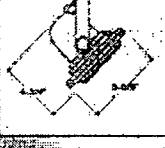



E9525
Halogen Deco White
50W PAR20

Commercial Series

E9035
Halogen Gimball Ring
White
50W PAR30

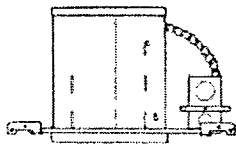



E9525B
Step Cylinder
50W PAR20

EDISON CONTRACTOR

Recessed Lighting Products for Home and Business

BULK-PACKED CONTRACTOR SERIES



E1-T

- UL listed - Thermally protected
- Insulation must be kept 3" away from housing
- Approved for through branch circuitry (connecting fixtures in series)

- Captive bar hangers expand to 24"
- Damp location approved
- Remodeling clips included

- For use with E1-T housing



**E2W
EYEBALL TRIM**

- White Finish - 8" Dia.
- Uses 75w R30 or 75w PAR30 bulb
- Eyeball rotates 358° and adjusts vertically
- For accent lighting or wall washing



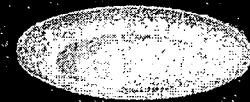
**E3W
BAFFLE TRIM**

- White Ring/Black Baffle - 7 1/4" Dia.
- Uses 75w R30 or 75w PAR 30 bulb
- For general or task type lighting



**E3WW
Baffle Trim**

- White Ring/White Baffle - 7 1/4" Dia.
- Uses 75w R30 or 75w PAR 30 bulb
- For general or task type lighting



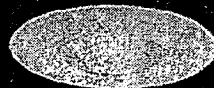
**E4W
Lensed Trim**

- White Ring • Albalite lens - 8" Dia.
- Uses 60w A19 bulb
- Also approved for shower application



**E5S
Reflector Trim**

- White Ring/Silver Baffle - 7 1/4" Dia.
- Uses 75w R30, 50w PAR 30 bulb
- For general type lighting



**E6W
Open Trim**

- White Finish - 7 1/4" Dia.
- Uses 75w R30 or 75w PAR 30 bulb
- For general type lighting



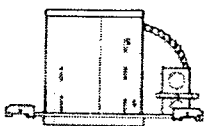
**E7W
Baffle Trim**

- White Ring/Black Baffle - 7 1/4" Dia.
- Uses 150w R40 or 150w PAR 38 bulb
- For general or task type lighting



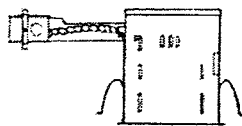
**E7WW
Baffle Trim**

- White Ring/White Baffle - 7 1/4" Dia.
- Uses 150w R40 or 150w PAR 38 bulb
- For general or task type lighting



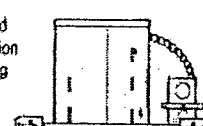
E1-IC

- UL listed - Thermally protected
- For direct contact with insulation
- Approved for through branch circuitry (connecting fixtures in series)
- Damp location approved
- Remodeling clips included



E1-ICR

- UL listed - Thermally protected
- For direct contact with insulation
- For use in remodeling (existing ceiling applications)
- Damp location approved
- Remodeling clips included



E1-AT

- Energy efficient-air light can
- UL Listed- Thermally protected for direct contact with insulation
- Damp location approved
- Approved for through branch circuitry (connecting fixtures in series)
- Remodeling clips included

- For use with E1-IC/ E1-ICR or E1-AT housings



**E1W
Open ICT Trim**

- White Finish - 7 1/4" Dia.
- Uses 75w R30 bulb
- For general type lighting



**E2W
EYEBALL TRIM**

- White Finish - 8" Dia.
- Uses 75w R30 bulb
- Eyeball rotates 358° and adjusts vertically
- For accent lighting or wall washing



**E3WW
Baffle Trim**

- White Ring/White Baffle - 7 1/4" Dia.
- Uses 75w R30 or 50w PAR 30 bulb
- For general or task type lighting



**E3W
BAFFLE TRIM**

- White Ring/Black Baffle - 7 1/4" Dia.
- Uses 75w R30 or 50w PAR30 bulb
- For general or task type lighting



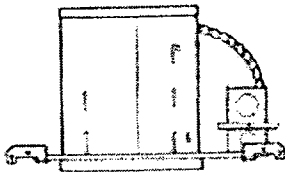
**E5S
Reflector Trim**

- White Ring/Silver Baffle - 7 1/4" Dia.
- Uses 75w R30, 50w PAR 30 bulb
- For general type lighting

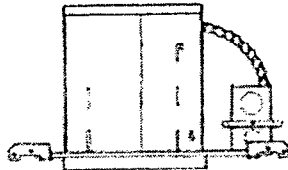
EDISON CONTRACTOR

BULK HOUSINGS

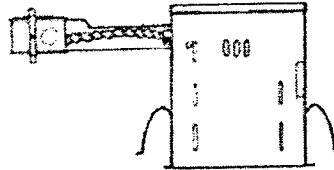
E1-T



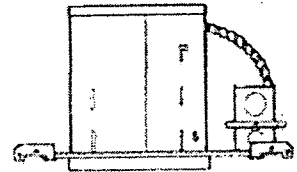
E1-IC



E1-ICR



E1-AT



T Non Insulated Housings

Can be used where there is no ceiling insulation such as between floors in a multi-story house. They generally allow higher wattages and provide better lamp position than IC housings. An integral thermal protector provides positive protection against overamping and misuse of ceiling insulation.

IC Non Insulated Housings

Should be used wherever ceiling insulation is present. Since these housings can be completely covered with insulation they will allow an unbroken insulation barrier to be maintained. An integral thermal protector provides positive protection against overamping.

Remodel Housings

are designed for easy installation in existing ceilings or where there is no access above the ceiling. They can be installed from below the ceiling with flexible wiring.

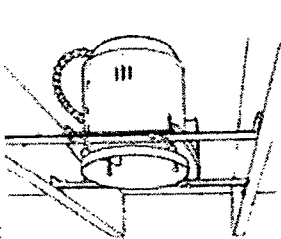
AT Sealed IC Housings

maintain an unbroken insulation barrier and seal off heated or air conditioned living areas from attic spaces. By sealing all openings in and around the fixture, AT fixtures stop the flow of air through the housing and contribute to the design of energy efficient homes.

INSTALLATION GUIDELINES

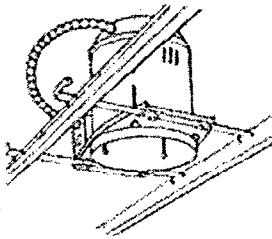
PACKAGING

NEW CONSTRUCTION



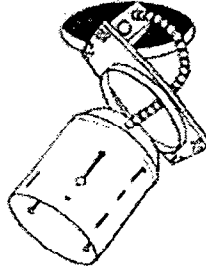
Nail bar hangers onto joists

SUSPENDED CEILING



Secure Bar Hangers with P99 Ceiling Clips or toy bar hangers over a suspended grid and secure with wire

REMODELING

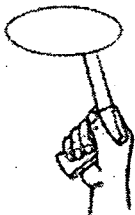


Insert plaster frame (if included) and housing through ceiling

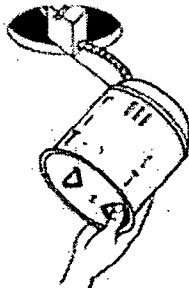


REMODELING HOUSINGS

Draw circle on ceiling and cut with keyhole or saber saw



Wire junction box to electrical service, insert housing through ceiling.

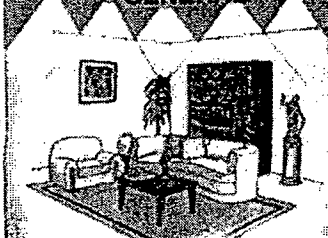


Attach trim to housing, insert proper light bulb



APPLICATIONS

GENERAL



TO LIGHT AN ENTIRE ROOM

WALL WASH



PLACE 2' TO 3' FROM WALL

TASK



TO LIGHT A WORK AREA

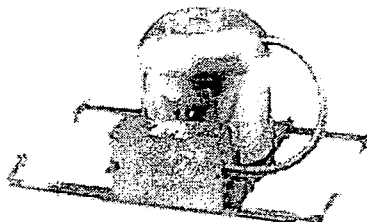
ACCENT



TO LIGHT AN ART OBJECT

EDISON LIGHTING SYSTEMS


The "EIT" housing CAN BE buried in insulated ceilings. Each kit comes complete with housing, trim and expandable "24" hanger bars. All of them are designed for use in "T" bar, post or pre-drywall ceilings. **Thermal protection**, is added for safety.




All Edison Fixtures are

 Approved


6.5" Recessed Housing Kits



EIT7071PS
 8"
 Shower & Sauna
 White Trim
 60W/A19




All Fixtures for Insulated Ceilings





EIT7078P
 8"
 WHITE EYEBALL
 White Trim
 75W/R30/75W/PAR30L





EIT7078PB
 8"
 Brass Eyeball
 Brass Trim
 75W/R30/75W/PAR30L

EIT7310PW
 7-1/4"
 White Coilex Baffle
 White Trim
 75W/PAR30/R30

EIT7310P
 7-1/4"
 Black Coilex Baffle
 White Trim
 75W/PAR30/R30

EIT7426G
 7-1/4"
 Gold Specular Reflector
 White Trim
 75W/PAR30/R30



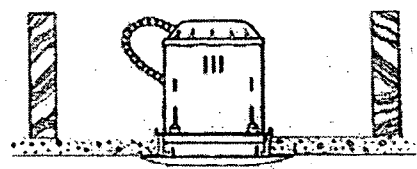
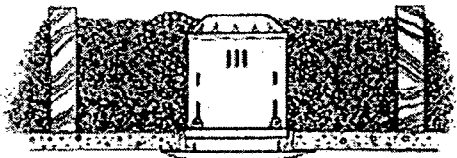
EIT7426P
 7-1/4"
 Clear Specular Reflector
 White Trim
 75W/PAR30/R30

U.S.A. & Mexico

CANADA

Do not install insulation within 3 inches of fixture sides, wiring compartment, nor above fixture in such a manner to entrap heat. Most dwellings built before 1985 have their supply wires rated 60° C. Consult a qualified electrician before installing. For supply connections use wire rated for at least 90° C.

This fixture is not designed or approved for insulated ceilings in Canada. For fixtures designed for direct contact with insulation materials use Edison EIT or ICT Series housings.

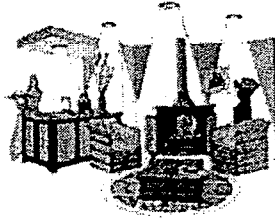


Application Guidelines

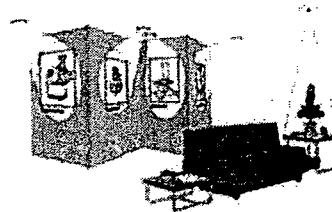
Edison Recessed Lighting lets you achieve the lighting effects you desire.



Ambient Lighting



Task Lighting



Accent Lighting

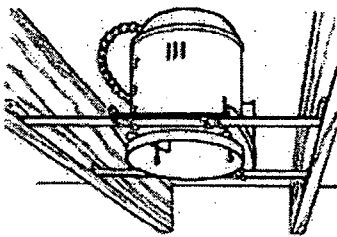


Spot Lighting

EDISON RECESSED LIGHTING LAMP CHART

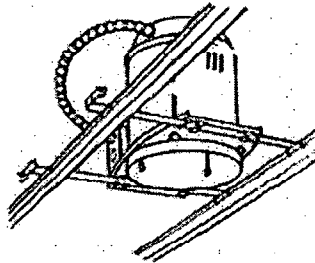
FITTURE NO.	LAMP TYPE													
	Spot, Med. & Flood					Low Voltage								
	40W A19	50W R16	50W R20	50W PAR20	50W PAR30	50W MR16	60W A19	75W A19	75W R30	75W PAR30	100W R25	150W PAR38	150W R40	250W MR
ET5000P	-	-	-	-	-	-	-	-	•	•	-	-	-	-
ET5001P	-	-	-	-	-	-	-	-	•	•	•	-	-	-
ET5001PW	-	-	-	-	-	-	-	-	•	•	•	-	-	-
ET5002P	-	-	-	-	-	-	-	-	•	•	-	-	-	-
ET5003P	-	-	•	-	-	-	-	-	-	-	-	-	-	-
ET5004P	•	-	-	-	-	-	-	-	-	-	-	-	-	-
ET7100P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ET7001P	-	-	-	-	-	-	-	•	-	-	-	-	-	-
ET707GP	-	-	-	-	-	-	•	-	-	-	-	-	-	-
ET7071PS	-	-	-	-	-	-	•	-	-	-	-	-	-	-
ET707BP	-	-	-	-	-	-	-	-	•	•	-	-	-	-
ET707BPB	-	-	-	-	-	-	-	-	•	•	-	-	-	-
ET7301P	-	-	-	-	-	-	-	-	•	•	-	-	-	-
ET7310PW	-	-	-	-	-	-	-	-	•	•	-	-	-	-
ET7310P	-	-	-	-	-	-	-	-	•	•	-	-	-	-
ET7410P	-	-	-	-	-	-	-	-	-	-	-	•	•	-
ET7426G	-	-	-	-	-	-	-	-	-	•	•	-	-	-
ET7426P	-	-	-	-	-	-	-	-	-	•	•	-	-	-
ER7401AL	-	-	-	-	-	-	-	-	-	-	-	-	-	•
ET7492P	-	-	-	-	-	-	-	-	-	-	-	-	-	•
ET7503PW	-	•	-	•	•	-	-	-	-	-	-	-	-	-
ET7503P	-	•	-	•	•	-	-	-	-	-	-	-	-	-
ET7503P	-	•	-	•	•	-	-	-	-	-	-	-	-	-

New Construction
Nouvelle construction
construcción nueva



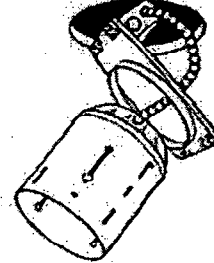
Nail bar hangers onto joists.
Couvrez les supports à barres dans les solives.
Cubre los colgadores de barra dentro de las juntas.

Removable Ceiling
Plafonds suspendus
Cielos falsos



Lay bar hangers over a suspended grid.
Étendez les supports à barres au-dessus d'une grille suspendue.
Coloque los colgadores de barra sobre una malla suspendida.

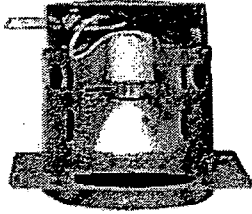
Removable
Removable
Remoción de yeso



Insert plaster frame & housing through ceiling.
Insérer l'armature à plâtre et le logement dans le plafond.
Inserte el marco de yeso y la caja de luz a través del cielo raso.


EDISON LIGHTING SYSTEMS

The EDISON ET5000 Series features six complete housing and trim kits. 24" Hanger Bar pairs are available as an option. (EHB-2-24) The housing fits into "T" bar, post or pre-drywall and ceilings. The housing can be installed into 6" ceilings and adjust for various ceiling thickness. **Thermal protection**, and brass nickle plated socket with a ceramic insulator provide durable and safe electrical service. The housing, plaster frame, and all fasteners are resistant to rust.





All Edison Fixtures are
 c 
 Approved



5" Recessed Housing Kits





ET5000P
 7-1/4"
 Open Trim
 White Trim
 75W R30 / 75W PAR30


ET5002P
 5-1/2"
 White Reflector
 White Trim
 60W A19



ET5001P
 5-3/4"
 Black Coilex Baffle
 White Trim
 75W PAR30 / 100W R25

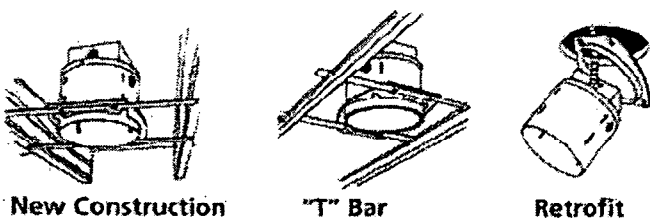
ET5003P
 7-1/4"
 White Eyeball
 White Trim
 50W PAR20



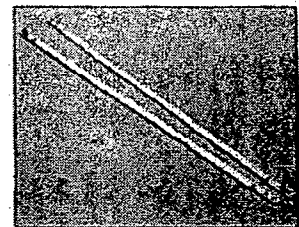
ET5001PW
 5-3/4"
 White Coilex Baffle
 White Trim
 75W PAR30 / 100W R25

ET5004P
 6-1/2"
 Shower Light
 White Trim
 40W A19



EHB-2-24
 Hanger Bars
 Optional

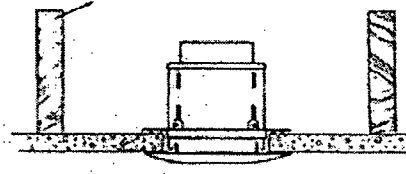
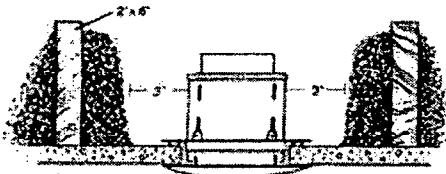


U.S.A. & Mexico

CANADA


Do not install insulation within 3 inches of fixture sides, wiring compartment, nor above fixture in such a manner to entrap heat. Most dwellings built before 1985 have their supply wires rated 60° C. Consult a qualified electrician before installing. For supply connections use wire rated for at least 90° C.

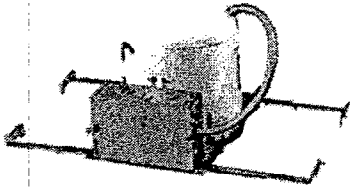
This fixture is not designed or approved for insulated ceilings in Canada. For fixtures designed for direct contact with insulation materials use Edison EIT or ICT Series housings.




EDISON LIGHTING SYSTEMS

The "ET" housing **CANNOT** be buried in insulated ceilings. Each kit comes complete with housing, trim and expandable "24" hanger bars. All of them are designed for use in "T" bar, post or pre-drywall ceilings. **Thermal protection**, is added for safety.

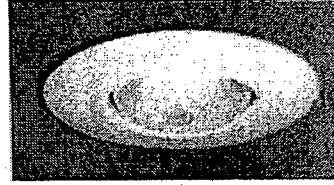
All Edison
Fixtures are

Approved



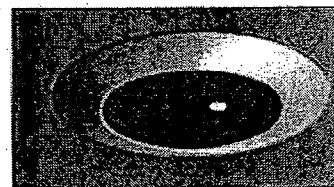
6.5" Recessed Housing Kits



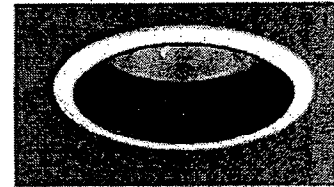
ET7070P
8"
Albalite Lens
White Trim
60W A19



ET7301P
7-1/4"
Open White Trim
75W R30
75W PAR30

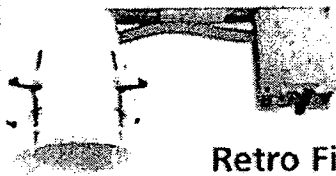


EHL7401AL
7-1/4"
Heat Lamp
Brush Aluminum Trim
250W IR

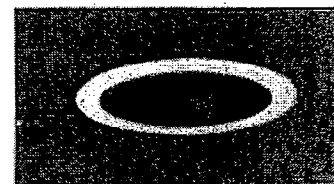


ET7410
7-1/4"
Albalite Lens
White Trim
150W PAR38 / R40

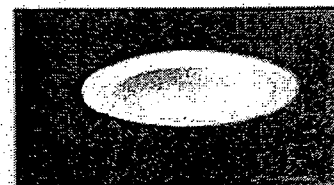
4" Recessed Housing Kits



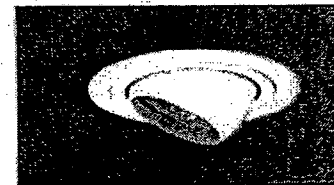
Retro Fit Housing



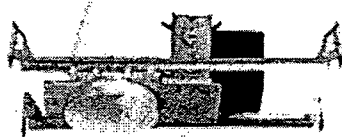
ET7993P
4-3/4"
Mini Collex Black Baffle
White Trim
50W PAR20 / 50W R20



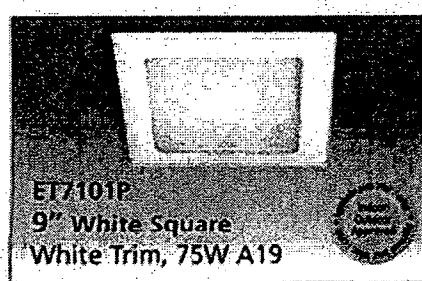
ET7993PW
4-3/4"
Mini Collex White Baffle
White Trim
50W PAR20 / 50W R20



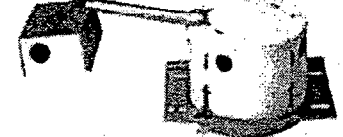
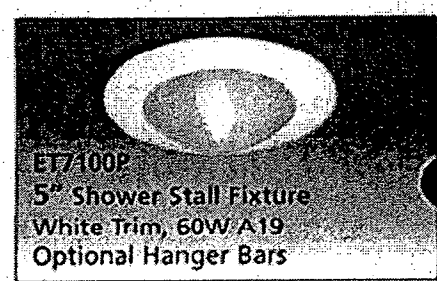
ET7998P
4-3/4"
Mini Eyeball
White Trim
60W R16 / 60W PAR16




ET7493P
4-3/4"
Adjustable Mini Black Baffle
White Trim, 50W MR16

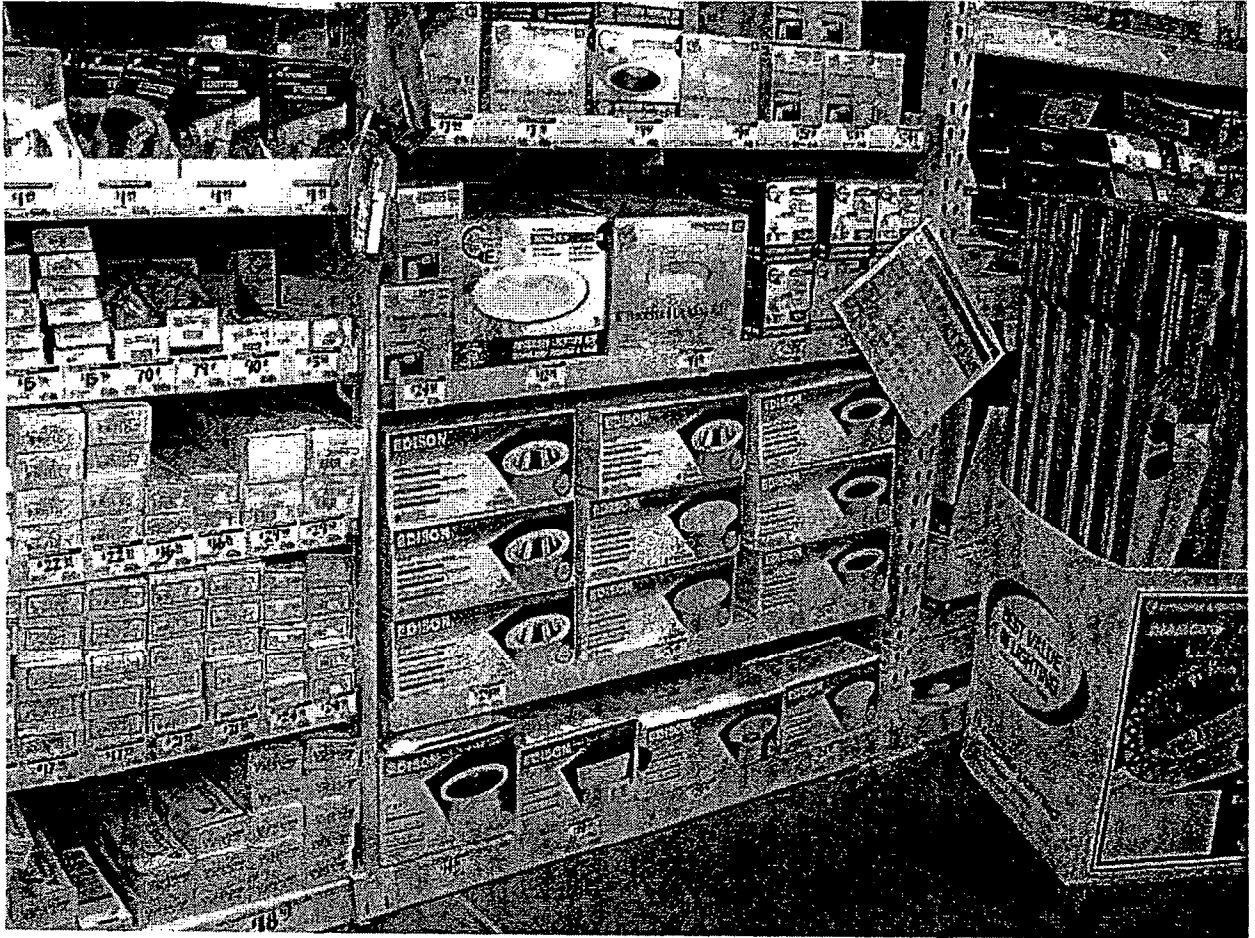
ET7101P
9" White Square
White Trim, 75W A19

ET7100P
5" Shower Stall Fixture
White Trim, 60W A19
Optional Hanger Bars

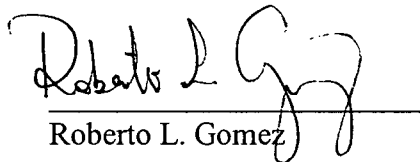
ADV 97-0003





- (4) Declaration of Glenn Siegel, Director of Marketing and Product Development at the Cooper Lighting division of Cooper Industries, Inc., including exhibits;
- (5) Declaration of Kathryn Barrett Park, Trademark Counsel of General Electric Company and including an exhibit;
- (6) Declaration of Carolyn M. Coley, Marketing Manager for Salton, Inc., including exhibits;
- (7) Declaration of Terrance Helz, Corporate Secretary, Cooper Industries, Inc., including exhibits;
- (8) Declaration of Joshua S. Broitman, including exhibits;
- (9) Certificate of Express Mailing for all of the foregoing documents, dated December 30, 2004, Label No. **EV 485974791 US**; and
- (10) Return Receipt Postcard

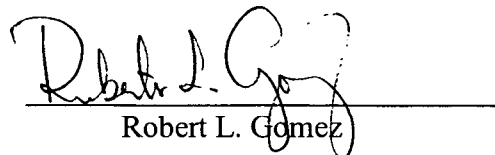
December 30, 2004
Date


Roberto L. Gomez

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **CERTIFICATE OF EXPRESS MAILING** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002
Attorney for Registrant
Mule Lighting, Inc.


Robert L. Gomez

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark
Registration No. 2,324,402

Mark: LEDISON

-----X
McGRAW-EDISON COMPANY, :
 :
 Petitioner, :
 :
 v. :
 :
 MULE LIGHTING, INC., :
 :
 Registrant. :
-----X

Cancellation No. 92,042,545

DECLARATION OF CAROLYN M. COLEY

Carolyn M. Coley declares pursuant to 37 C.F.R. §2.20 and 28 U.S.C. §1746:

1. I am a Marketing Manager for Salton, Inc., a Delaware corporation with offices at 1801 N. Stadium Blvd., Columbia, MO 65202 ("Salton"). I submit this declaration in support of McGraw-Edison Company's motion for summary judgment in the above-identified cancellation proceeding. I am competent to make this declaration and I do so based upon my personal knowledge or on information and belief based upon information shown to me by petitioner's counsel.

2. In 1999, Salton acquired Toastmaster, Inc., petitioner McGraw-Edison Company's exclusive licensee for the trademark "Edison" as applied to personal care appliances (such as hairdryers, make-up mirrors, massagers), small portable electrically powered and kitchen counter-top appliances (such as toasters, mixers, food processors, blenders), travel appliances (such as portable irons), seasonal appliances (such as fans,

heaters and humidifiers), garment care appliances (such as irons and steamers), time keeping appliances (clocks and timers), and scales for bathroom and kitchen use.

3. Before the acquisition, I was employed by Toastmaster, Inc. as one of the product managers for goods sold under the "Edison" trademark. Now, as Marketing Manager at Salton, I handle goods sold under the "Edison" trademark.

4. Beginning in 1980, Toastmaster Holding Company, the predecessor of Toastmaster, Inc. (collectively, "Toastmaster"), began using the name "Edison" as a trademark, pursuant to a license from petitioner, McGraw-Edison Company's predecessor company, in connection with the manufacture, use, marketing and sale of heaters, humidifiers and fans. Attached as **Exhibit 1** are copies of promotional materials from 1983 and 1984 showing examples of Toastmaster's use of the "Edison" trademark.

5. In 1999, before the acquisition by Salton, Toastmaster and plaintiff McGraw-Edison Company executed a new license agreement for the "Edison" trademark expanding the licensed goods to those listed in paragraph 2, above. Since 1980, Toastmaster has widely distributed its "Edison" products and is now, together with Salton, actively engaged in marketing and promoting the "Edison" trademark to expand our "Edison" product line. These products have been sold through national retail outlets such as Wal-Mart and K-Mart.

6. In December 2001, Toastmaster commenced marketing and selling a new line of home appliances under the "Edison" brand. Attached as **Exhibit 2** is a copy of our Spring Program 2002 for the "Edison" mark, including a specification sheet and price list for a toaster-oven-broiler, a blender/chopper combo unit, a coffee urn and an electric skillet. Attached as **Exhibits 3, 4 and 5** are copies of an owner's manual for an "Edison

Combi Blender” and packaging for an “Edison 10-Cup Rice Cooker” and an “Edison .5 Liter Deep Fryer” sold by Toastmaster/Salton.

7. All packaging and associated commercial sales literature of Toastmaster’s “Edison” brand products was created to maintain the high stature associated with the name and heritage of Thomas Edison.

8. More recently, Toastmaster/Salton sells “Edison” brand products through the QVC Internet and direct marketing shopping network. Attached as **Exhibit 6** are copies of pages from QVC’s Internet website (www.qvc.com) printed on October 7, 2004 showing the following “Edison” products: (1) Edison 4qt 1200 Watt Cool Touch Pressure Cooker; (2) Edison Snack Size Cool-Touch Deep Fryer with Nonstick Bowl; (3) Edison 8 Cup 350 Watt Food Processor with PulseControl; and (4) Edison 32 oz Hot Pot w/ Low to High Temperature Dial. Attached as **Exhibit 7** is a copy of the Owner’s Manual for the .5 Liter Non-Stick Deep Fryer, also downloaded from QVC’s Internet website on October 7, 2004.

9. All products sold under the “Edison” trademark by Toastmaster/Salton include notice that the “Edison” trademark is used pursuant to license from plaintiff McGraw-Edison Company. See, for example, Exhibit 3 (Limited Warranty) and Exhibits 4 and 5. Toastmaster, and later Salton, has always endeavored to sell and distribute quality products under the “Edison” trademark.


10. It is my belief that the commercial impression created upon consumers when they see Toastmaster/Salton’s “Edison” brand products is that the source of the products is Toastmaster/Salton, and that goodwill inures to the benefit of petitioner McGraw-Edison Company.

11. I have been informed that the registrant in this action is using the term "LEDISON" in connection with its marketing and sale of LED light bulbs. I have reviewed registrant's "LEDISON" LED light bulbs at its website, www.mulelighting.com. It is my belief that registrant's use of the "Edison" name in connection with the marketing and sale of light bulbs unmistakably identifies Thomas Edison, the inventor of the light bulb, and reduces the commercial value and distinctiveness of the "Edison" brand that Toastmaster has spent the last twenty years developing.

12. It is my further belief that registrant's "LEDISON" light bulbs will mislead the public to believe that either petitioner or Toastmaster/Salton has sponsored or approved of defendants' use of the "Edison" name, thereby damaging the established reputation and goodwill associated with Toastmaster/Salton's "Edison" brand products.

Pursuant to the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 30th day of December 2004.

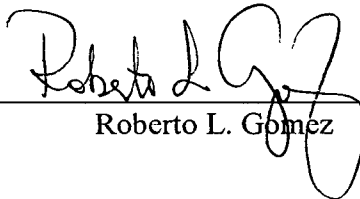

CAROLYN M. COLEY

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the
DECLARATION OF CAROLYN M. COLEY was served by hand delivery on:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*



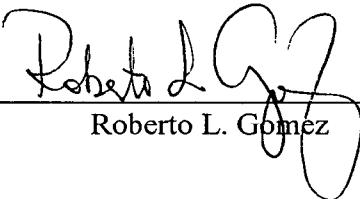
Roberto L. Gomez

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CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*



Roberto L. Gomez



Edison®

1983 Heaters & Humidifiers

QUALITY PRODUCTS OF  **Toastmaster Inc.**

ME01383

Edison®

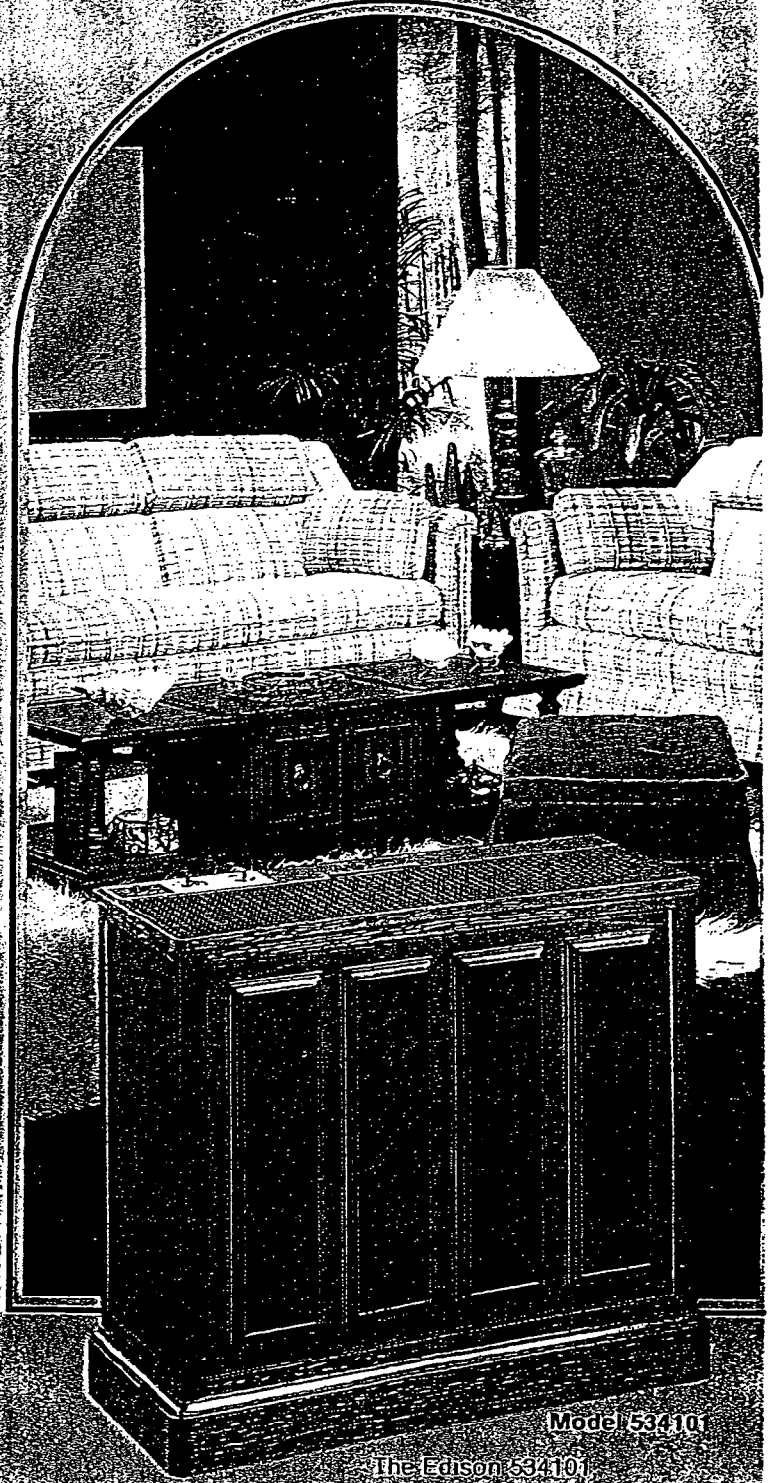
A Leader in the High Volume Humidifier Category



Model 53412

Your Edison sales volume leader, the 53412 offers the features consumers want at an affordable price. Special features include 1/2 gallon per day output (for homes up to 2,750 square feet), a hand-rubbed pecan wood grain cabinet, choice of three fan speeds, exclusive lift-off cabinet for easy cleaning, plus all the features found on other top of the line humidifiers.

AHAM certified



Model 53410

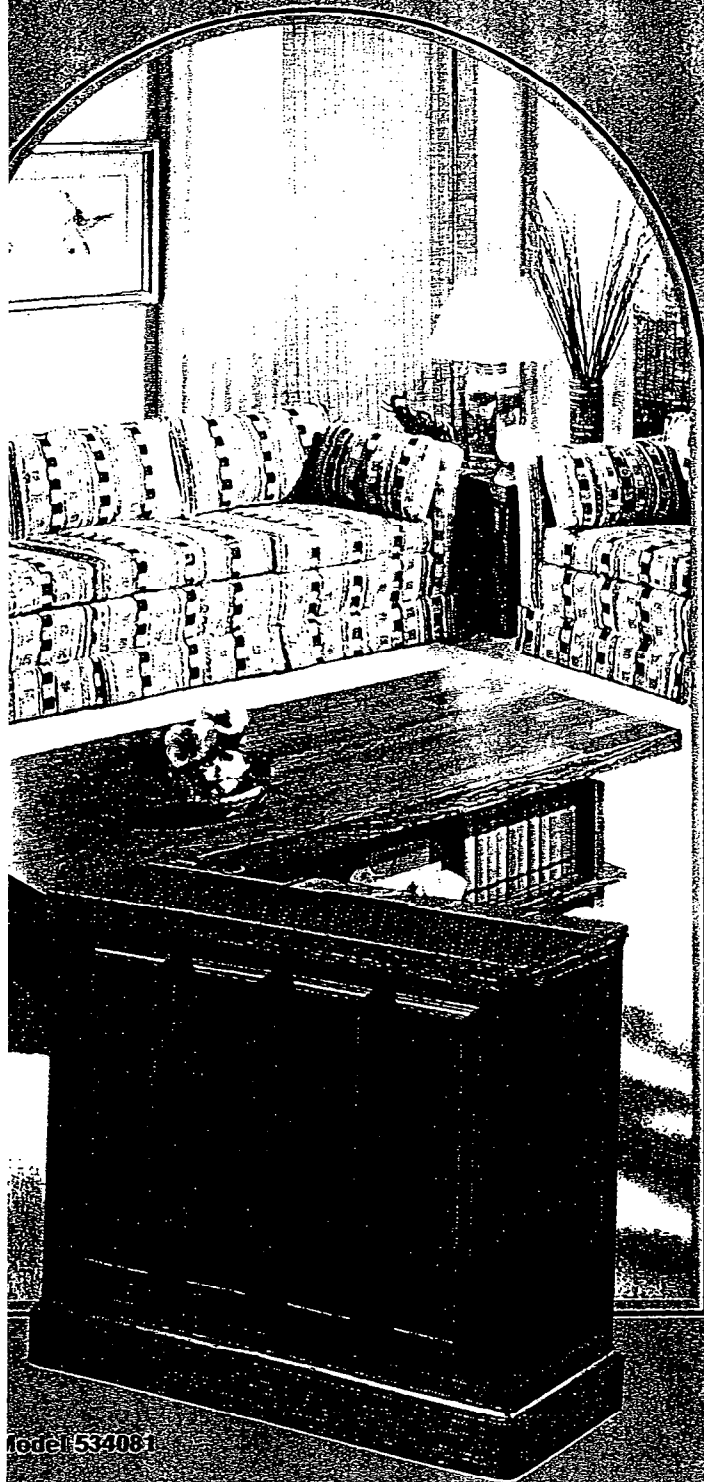
The Edison 53410, with an autumn brown cabinet complemented by simulated leather inserts, offers 10 gallon per day moisture output (for homes up to 2,250 square feet), the exclusive Edison easy-to-clean lift-off cabinet, two speed fan control, automatic humidistat, water level gauge and automatic shut-off—all for an unbeatable low price.

ME01384

AHAM certified

Edison®

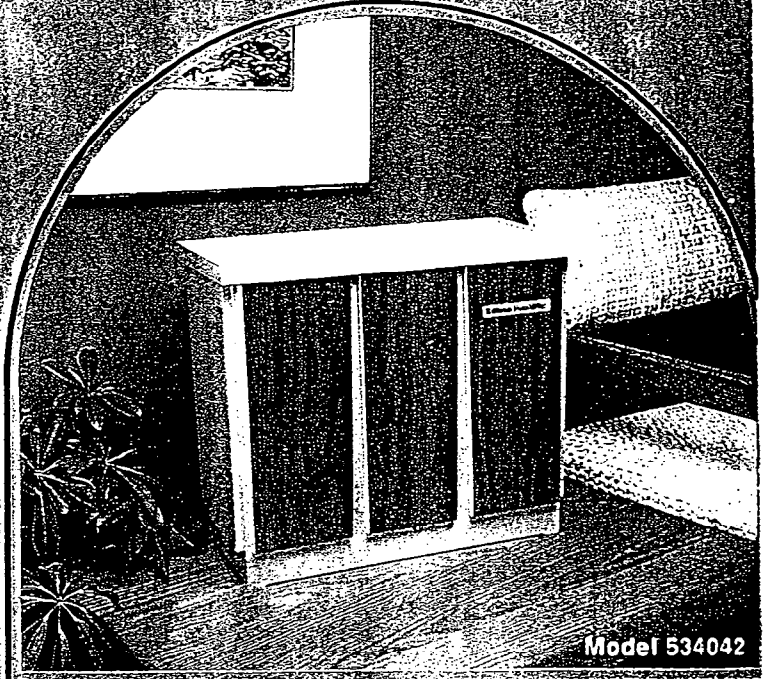
Leader in Quality and Features in Economical Humidifiers



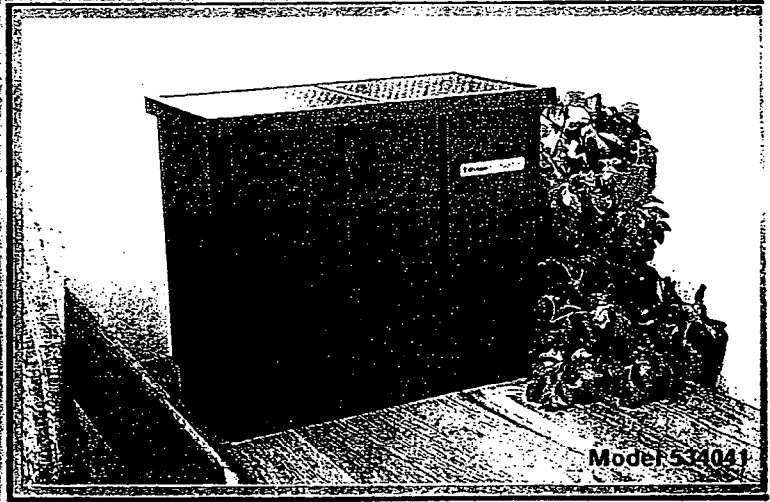
Model 534081

Our Edison price leader, the 534081 features 6 gallon per day output capacity (for homes up to 1,750 square feet), single speed operation, lift-off cabinet for easy cleaning, automatic humidistat, and a stylish chestnut brown cabinet.

AHAM certified



Model 534042



Model 534041

Model 534042

The ideal humidifier for single rooms, apartments, offices, mobile homes, or any area up to 1,000 square feet. Features 6 gallons per day output capacity, a one-piece long-lasting filter, water fill indicator, and is easy to clean and fill. Popular almond cabinet features pecan woodgrain front panels, and is packaged in a self-selling four-color carton.

Model 534041

Same features as Model 534042 with chestnut brown cabinet and two-color carton.

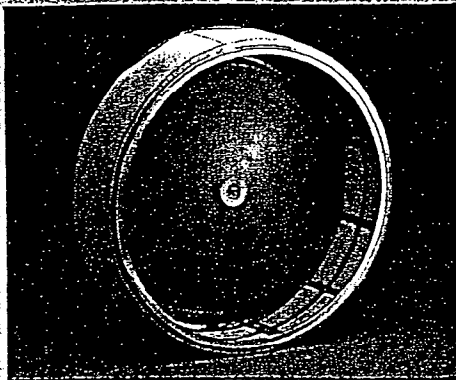
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Edison®

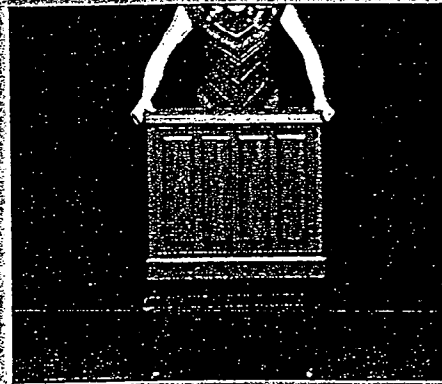
The Leader in Console Humidifier Features

Edison® Humidifier Consumer Benefits

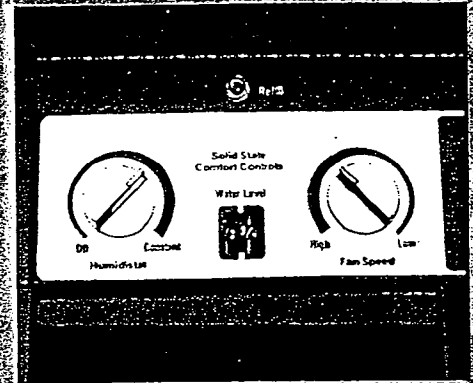
- Helps prevent static electricity shock
- Adds moisture to entire home
- Reduces nose, throat and skin dryness
- Protects furniture and plants from dry air damage
- Saves on heating costs for only pennies a day



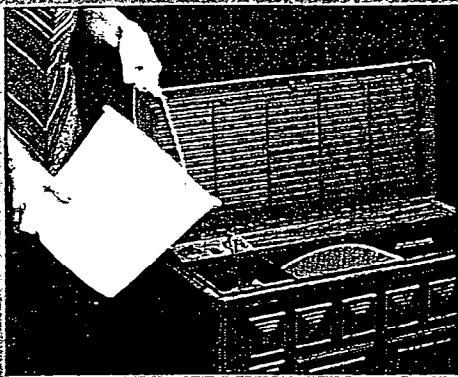
Rotating Drum Misting - The most effective on the market. Drum wiper and high capacity filter media provide constant and controlled humidification. Heavy duty motor provides quiet and dependable operation. Compare Edison capacities with the others.



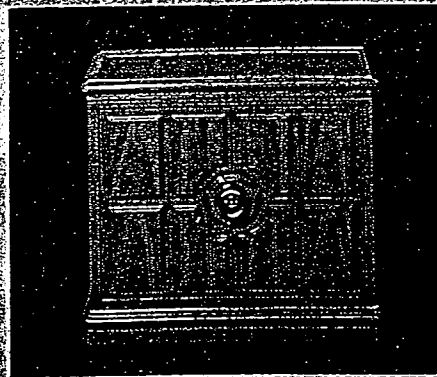
Easy to Clean - The single biggest concern of consumers. The Edison exclusive light weight cabinet simply lifts off the water reservoir for easy cleaning. Compare the Edison easy cleaning feature to our competition.



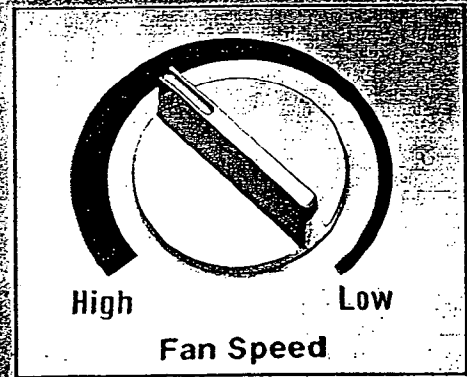
Styler Control Panel - For convenient operation of humidifier. Includes automatic humidistat (all models), air flow speed control, automatic shut-off and water level gauge (except 53408, 53409 and 53410).



Easy to Fill - All Edison humidifiers fill through the top of the unit for maximum convenience.



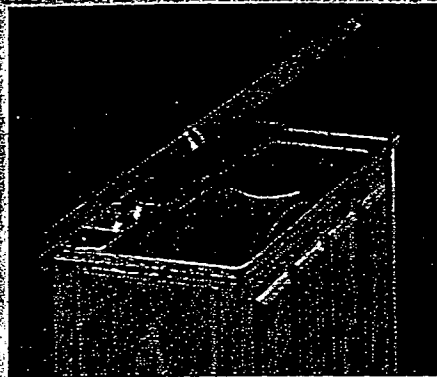
Polystyrene Cabinets - On all Edison console humidifiers for superior appearance and strength. Compare their superior natural wood appearance and cabinet strength with conventional polystyrene and steel units.



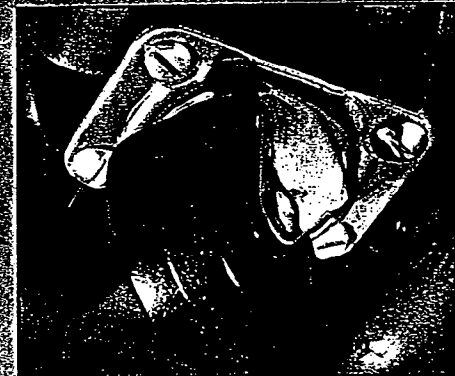
Solid State Operation - On Models 53412 and 53414. Provides the customer with an infinite number of air flow speeds for adjusting humidity to any desired level.



Automatic Humidistat - On all Edison console models. Automatically maintains home humidity at any level desired, including constant humidification.



Hinged Top and Concealed Controls - To further enhance the fine furniture appearance of Edison humidifiers, as well as prevent accidental misadjustment of controls. (Models 53412 and 53417)



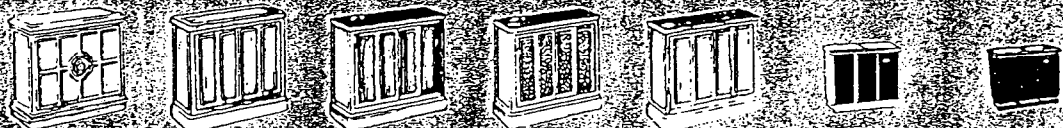
Ball-Bearing Casters - Permit easy and smooth portability from room to room, even over thick carpeting. (except 53408)

EDISON HUMIDIFIER ACCESSORIES

To support your Edison Humidifier sales, Edison offers a full line of humidifier accessories, this year available in an attractive counter-top organizer. The organizer includes heavy duty replacement filters, humidifier water treatment liquid and tablets with air freshener that are colorfully packaged to sell. Edison replacement heavy duty filters insure that the humidifier is operating at maximum efficiency. The Edison water treatment liquid controls lime scale build-up, iron deposits, odors and clogged filters.



EDISON® HUMIDIFIERS Features and Specifications



Features: Model 534171, Model 534142, Model 534121, Model 534101, Model 534081, Model 534042, Model 534041

Features	Model 534171	Model 534142	Model 534121	Model 534101	Model 534081	Model 534042	Model 534041
Water Output Capacity Gallons Per 24 Hrs.	17	14	12	10	8	3	3
Effective Area of Moisturization with Average Insulation	4,000 sq. ft.	3,250 sq. ft.	2,750 sq. ft.	2,250 sq. ft.	1,750 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
Number of Fan Speeds	Solid State Infinite	Solid State Infinite	3	2	1	1	1
Automatic Humidistat	Yes	Yes	Yes	Yes	Yes	No	No
Automatic Shut-Off	Yes	Yes	Yes	Yes	No	No	No
Water Level Gauge	Yes	Yes	Yes	Yes	No	Indicator	Indicator
Refill Signal Light	Yes	Yes	Yes	No	No	No	No
Water Reservoir Capacity	10 Gal.	7.5 Gal.	7.5 Gal.	7.5 Gal.	7.5 Gal.	2.0 Gal.	2.0 Gal.
Lift-Off Cabinet For Easy Cleaning	Yes	Yes	Yes	Yes	Yes	No	No
Top Fill/Discharge	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Quiet Rotating Drum Moisturizing Action	Yes	Yes	Yes	Yes	Yes	No	No
Cabinet Construction	Polystyrene	Polystyrene	Polystyrene	Polystyrene	Polystyrene	Polypropylene	Polypropylene
Cabinet Color	Pecan Woodgrain With Brass Hardware	Walnut Woodgrain	Pecan Woodgrain	Autumn Brown with Simulated Leather	Chestnut Brown	Almond With Pecan Woodgrain	Chestnut Brown
Hinged Top	Yes	Yes	No	No	No	No	No
Concealed Controls	Yes	Yes	No	No	No	No	No
Ball-Bearing Casters	Yes	Yes	Yes	Yes	No	No	No
Volts/Hertz	120/60	120/60	120/60	120/60	120/60	120/60	120/60
Fan Motor RPM	700 to 1500	700 to 1400	700 to 1400	900 and 1400	1100	1800	1800
Air Volume CFM	200 to 410	170 to 325	170 to 325	210 and 325	265	105	105
Cabinet Dimensions	26" x 28½" x 12¾"	26½" x 24½" x 11½"	26½" x 23¾" x 11½"	26" x 23¾" x 11½"	26" x 23¾" x 11½"	14" x 16½" x 8½"	14" x 16½" x 8½"
Net Weight	32½ lbs.	24 lbs.	24 lbs.	23½ lbs.	23½ lbs.	7½ lbs.	7½ lbs.
Shipping Size	7.44 cu. ft.	5.25 cu. ft.	5.25 cu. ft.	5.25 cu. ft.	5.25 cu. ft.	1.53 cu. ft.	1.53 cu. ft.
Shipping Weight	44½ lbs.	32 lbs.	32 lbs.	32 lbs.	32 lbs.	9½ lbs.	9½ lbs.
Four-Color Carton	Yes	Yes	Yes	Yes	Yes	Yes	No
Point-Of-Purchase Material	Yes 4-Color	Yes 4-Color	Yes 4-Color	Yes 4-Color	Yes 4-Color	Yes	No

*AHAM certified



Capacity ratings verified by the Association of Home Appliance Manufacturers (AHAM) at 30% relative humidity, 70°F. Humidifiers sold without this seal may show higher capacities based on lower relative humidity conditions.

EDISON® OFFERS COMPREHENSIVE ADVERTISING AND PROMOTIONAL SUPPORT

EDISON ADVERTISING

The Edison Consumer Advertising Program carries attention-getting heater and humidifier selling messages to millions of consumers all across the country each year. And Edison Consumer Advertising reaches consumers who are the best sales prospects for heaters and humidifiers at the time they are most likely to buy.

NATIONAL CONSUMER MAGAZINES—COMFORT HEATER II, and COMFORT SENSOR HEATERS—Full page, four-color ads tell the Edison Heater story in major consumer publications such as **BETTER HOMES AND GARDENS, PEOPLE and MONEY.**

NATIONAL NETWORK TELEVISION GAME SHOW PARTICIPATION—Featuring Edison Comfort Sensor Heaters on leading game shows on the major networks... hundreds of millions of awareness impressions.

KEY MARKET TELEVISION—Hard-hitting Comfort Sensor Heater and Comfort Heater II campaigns run in key media markets.

KEY MARKET RADIO—Attention-getting hard-selling radio spots run in key humidifier markets. Radio is an excellent medium for humidifier advertising and Edison is there with strong support at the right time.

LOCAL ADVERTISING ACCRUALS—Liberal cooperative advertising funds accrue on your Edison Heater and Humidifier purchases for your use in developing local advertising campaigns which tie in with the Edison national advertising.



EDISON MERCHANDISING

A solid selling program doesn't stop with advertising. Attractive and attention-getting merchandising support at the point of purchase is also important. And Edison provides it.

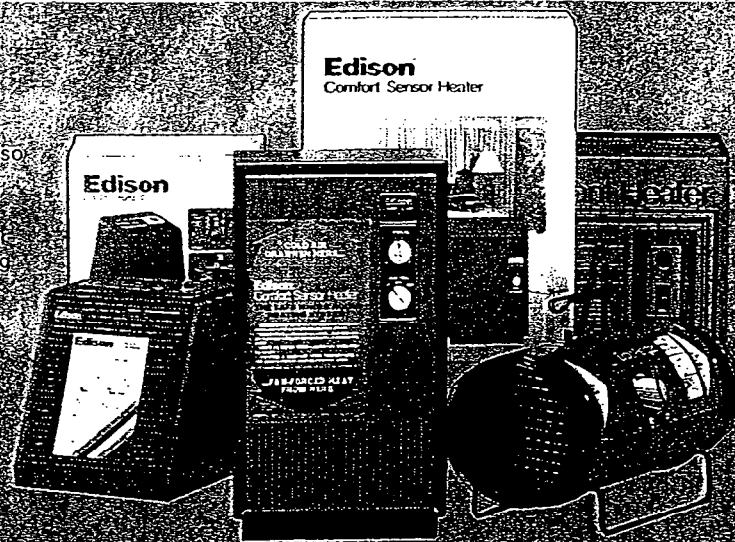
CARTONING

Heaters—Edison Heaters are packaged in bold, attractive, two- and four-color cartons that get the consumer's attention and transmit the selling message.

All Edison Comfort Sensor Heaters and Comfort Heater IIS feature four-color cartons. Edison radiant and tube heaters have attractive and attention-getting two-color cartons. And all cartons diagram the product features and benefits that make Edison the leader in reliable electric heaters.

POINT-OF-PURCHASE MATERIALS

Heaters—Eye-catching and informative Mylar labels on all Comfort Sensor Heaters and Tube Heaters and color hangtags on Comfort Heater IIS describe key Edison product features no matter where products displayed.



CARTONING

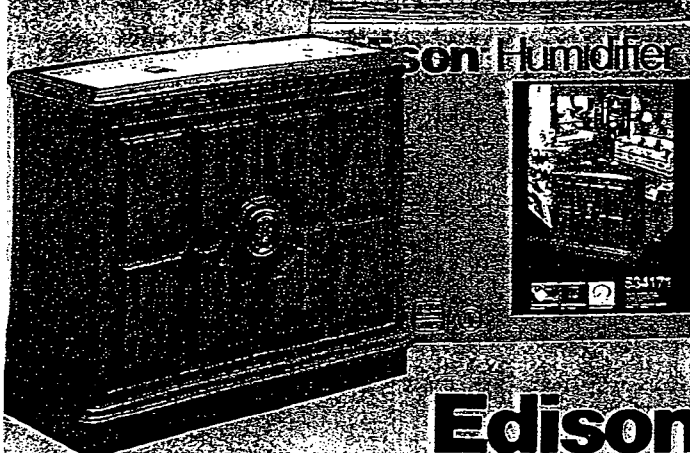
Humidifiers—All Edison console humidifiers feature four-color cartons that further enhance Edison's excellent retail movement.

Edison cartoning is a salesman working for you. It attracts the customer's attention, delivers the message and sells the product.

POINT-OF-PURCHASE MATERIALS

Humidifiers—Full size, four-color fact cards are featured on every Edison Console Humidifier emphasizing key features and consumer benefits. An attractive color hangtag is located on the Edison Compact Humidifier.

Complete Support Materials—Edison local advertising kits include copy layouts, photos, scripts and line art on each Edison Heater and Humidifier to support your local advertising campaigns. Available on selected Comfort Sensor models are four-color statement stuffers for customer mailings or a P.O.P. hand-out.



Edison Products

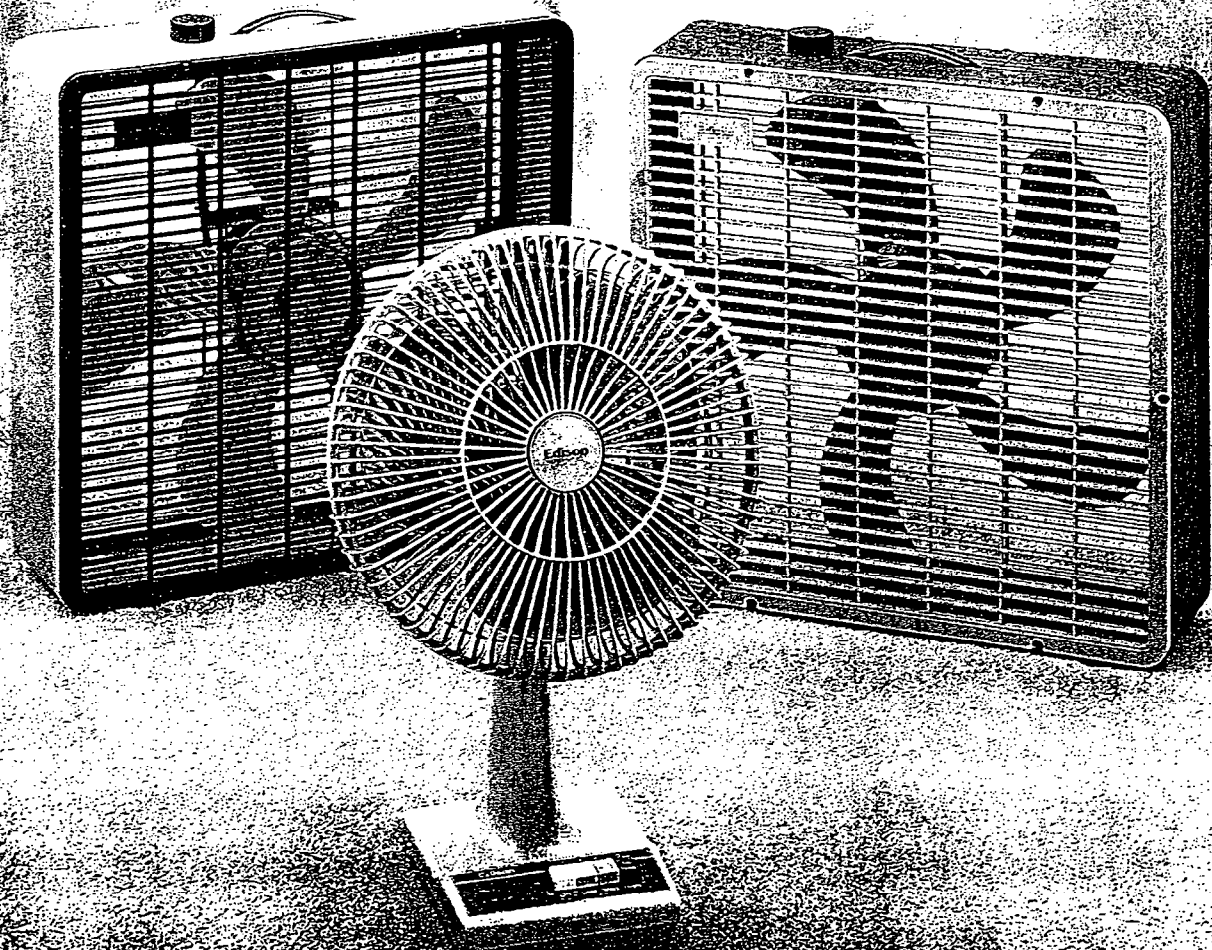
1801 N. STADIUM BLVD., COLUMBIA, MO 65202 • 314 445-8

ME01388



All Edison Products are UL listed.

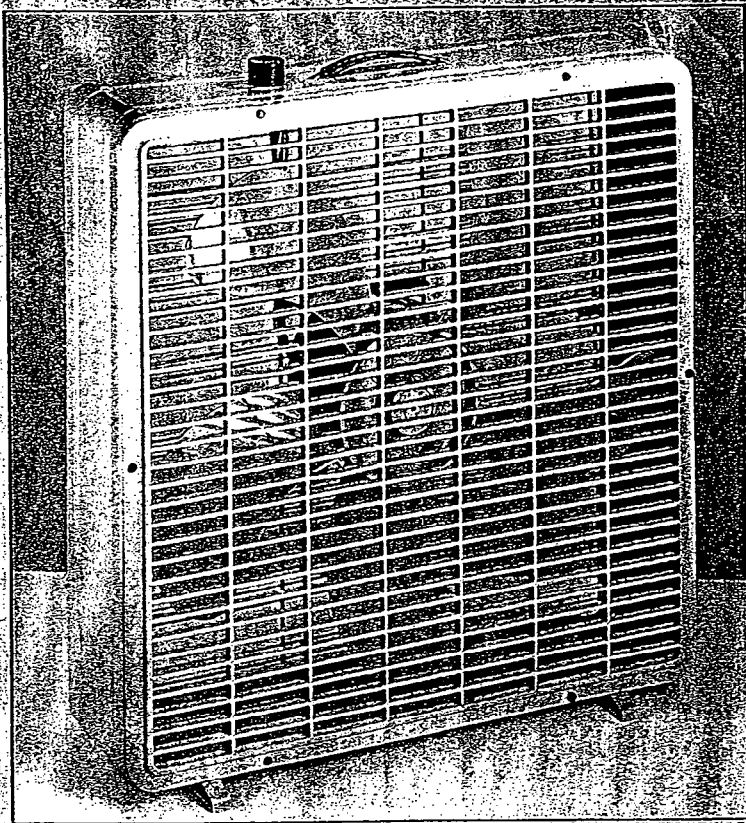
1984



Edison Fans

ME01389

EDISON THIN N' LIGHTS

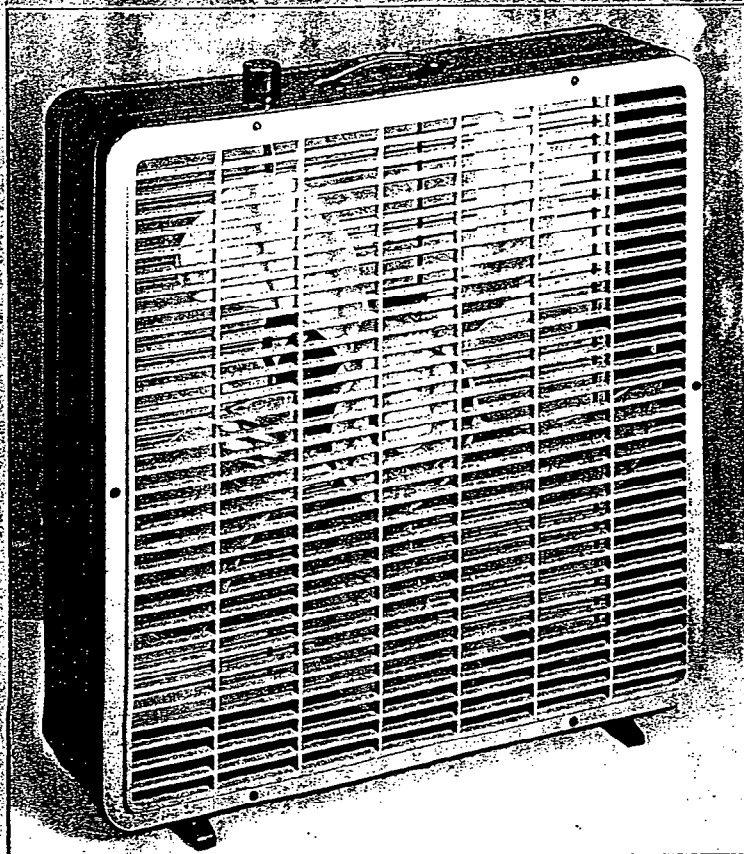


America's favorite promotional fans

Edison Thin N' Lights are the proven 20" fan choice. Constructed with the customer in mind, they're light for easy handling and storage, designed to blend with any decor. And they move a large volume of air. Plus the compact design saves you up to 25% in freight costs! More fans per truckload means a lower landed cost and more profit for you. All Thin N' Lights feature permanently lubricated bearings and epoxy-coated motors for years of reliable operation. Easy to see why Edison Thin N' Lights are America's 20" fan choice... and a wise choice for you!

Model 204021 2-speed 20" Thin N' Light Fan

- The price leader in 20" fans
- Popular almond cabinet, blade and plastic grille
- Jet Stream blade design for high volume air movement
- Lifetime lubricated bearings and epoxy-coated motor
- Specifications: 2-speed, 115 V, 60 Hz, AC
Ship wt. 13 lbs. Carton size: 23" x 21 1/2" x 5 1/2" (1.57 cu. ft.)



Model 204022 3-speed 20" Thin N' Light Fan

- Stylish cocoa brown cabinet with almond plastic blade and grille
- Exclusive Jet Stream blade creates high volume air flow
- Lifetime lubricated bearings and epoxy-coated motor
- Specifications: 3-speed, 115 V, 60 Hz, AC
Ship wt. 13 lbs. Carton size: 23" x 21 1/2" x 5 1/2" (1.57 cu. ft.)

ME01390

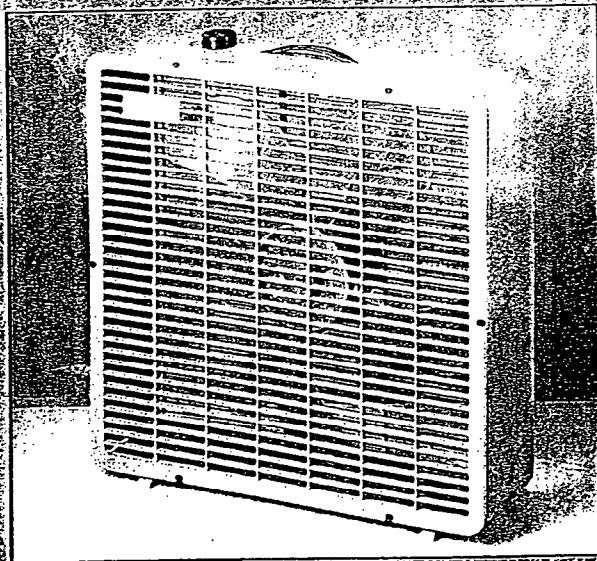
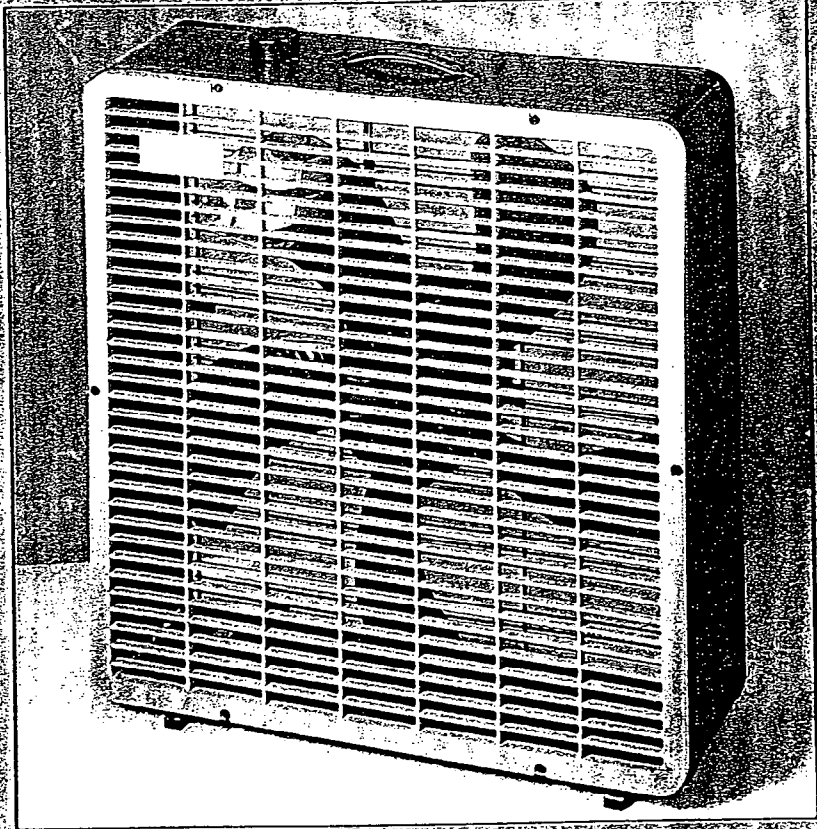
EDISON WIDE-BOX COMFORT FANS

The leader in Breeze Box Fans

Our wide-box Comfort Fans offer all the features and quality you expect from Edison at promotional price points! Computer designed blades deliver more air flow than conventional breeze boxes with less vibration and noise. And epoxy-coated motors and permanently lubricated bearings assure long fan life, reliable performance. Designer styling in popular almond and cocoa brown earthtones and rich pecan wood grain make Comfort Fans a sure winner with your customers. Look to Edison Comfort Fans to be a winner for you with greater volume, faster turnover, higher margins!

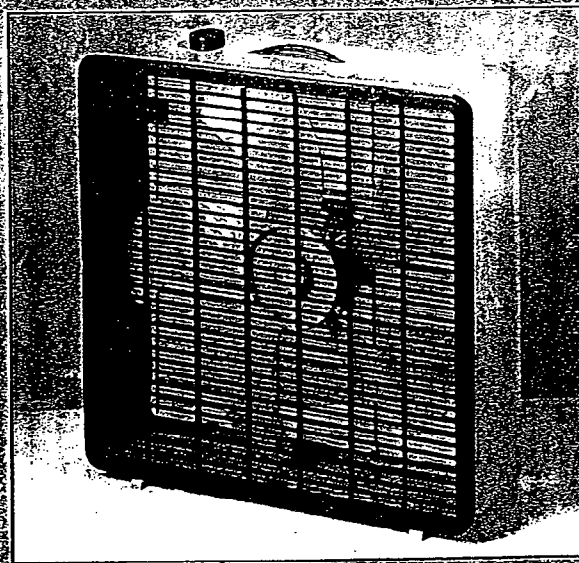
Model 204026 Deluxe 3-speed 20" Comfort Fan

- Beautiful pecan woodgrain wide-box cabinet
- Stylish almond plastic grille, smoked translucent blade and cocoa brown appointments
- Computer designed blade for maximum air flow
- Lifetime lubricated bearings and epoxy-coated motor
- Four-color carton
- Specifications: 3-speed, 115 V, 60 Hz, AC, Ship wt. 13 1/2 lbs., Carton size: 22 1/2" x 21 1/2" x 6 1/2" (1.91 cu. ft.)



Model 204024 2-speed 20" Comfort Fan

- Contemporary almond wide-box cabinet
- Almond plastic grille and blade with cocoa brown appointments
- Computer designed blade for greater air movement
- Lifetime lubricated bearings and epoxy-coated motor
- Specifications: 2-speed, 115 V, 60 Hz, AC, Ship wt. 13 1/2 lbs., Carton size: 22 1/2" x 21 1/2" x 6 1/2" (1.91 cu. ft.)

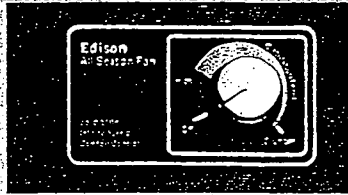
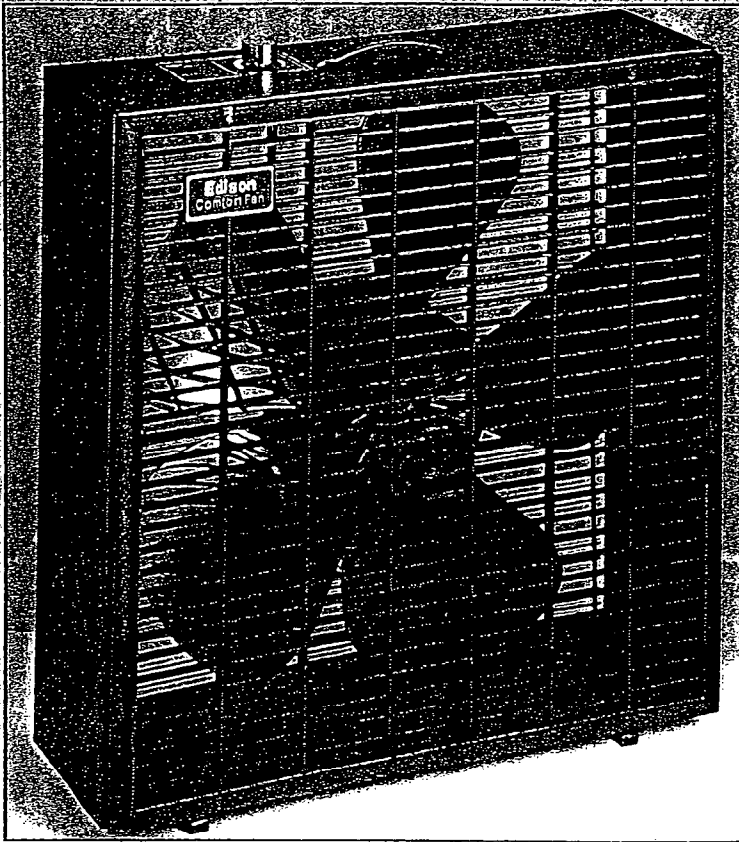


Model 204025 3-speed 20" Comfort Fan

- Popular almond wide-box cabinet and blade with cocoa brown plastic grille and appointments
- Computer designed blade provides high-velocity air flow
- Lifetime lubricated bearings and epoxy-coated motor
- Specifications: 3-speed, 115 V, 60 Hz, AC, Ship wt. 13 1/2 lbs., Carton size: 22 1/2" x 21 1/2" x 6 1/2" (1.91 cu. ft.)

EDISON DELUXE COMFORT FANS...

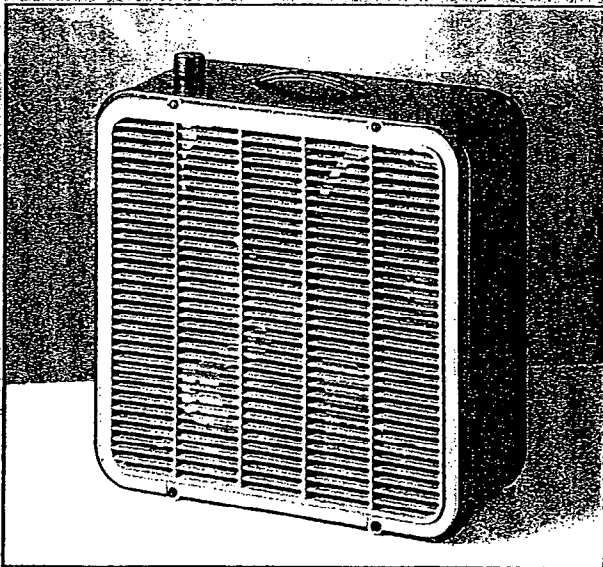
**a step up for the customer,
greater profits for you!**



Model 204016 Solid State Infinite Speed 20 All-Season Fan

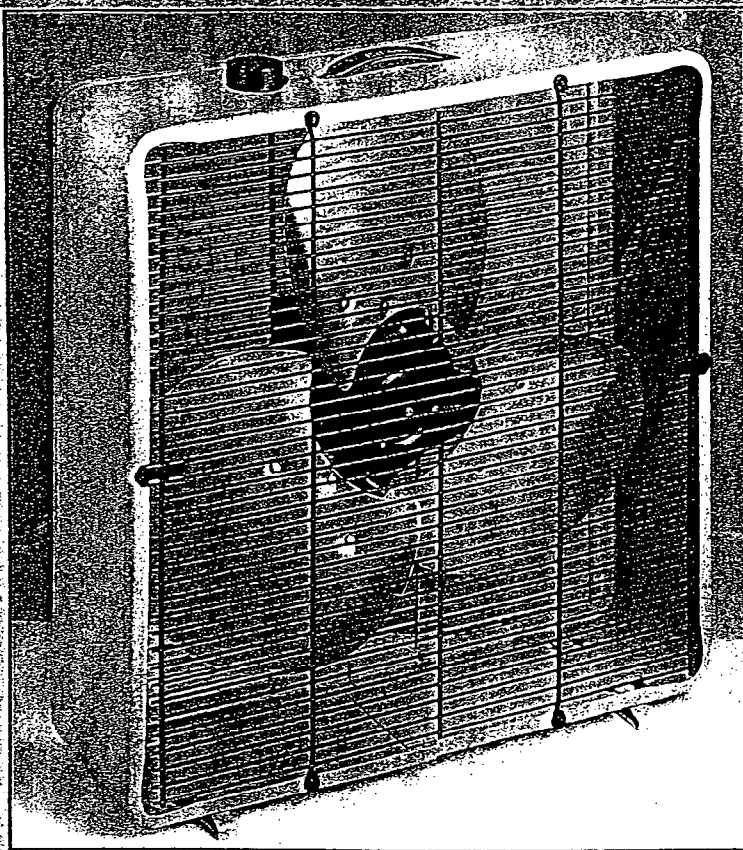
Energy-saving, cool and warm air circulation for year-round use. The solid state infinite speed control allows settings from a virtually noiseless slumber speed for night or winter air distribution to high speed for hot summer days.

- Stylish walnut woodgrain cabinet with chocolate brown and chrome appointments.
- Chocolate brown grille and smoked translucent blade.
- Lifetime lubricated bearings and epoxy-coated motor.
- Four-color carton.
- Specifications: Solid state infinite speeds, 115 V, 60 Hz, AC. Ship wt. 15 lbs. Carton size: 22 3/4" x 21 3/4" x 7 1/4" (2.03 cu. ft.)



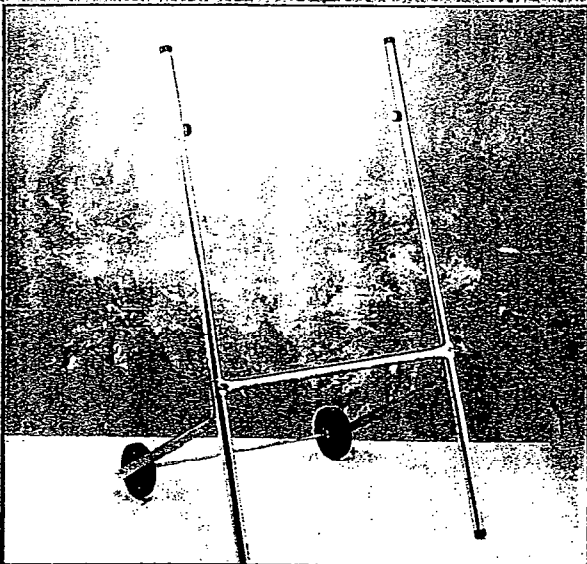
Model 144001 3-speed 14" Compact Comfort Fan

- Decorator pecan woodgrain cabinet.
- Attractive almond plastic grille and smoked translucent blade.
- Computer designed blade for maximum air movement.
- Lifetime lubricated bearings and epoxy-coated motor.
- Specifications: 3-speed, 115 V, 60 Hz, AC. Ship wt. 9 1/2 lbs. Carton size: 16 1/4" x 15" x 6 1/4" (.92 cu. ft.)



Model 204007
3-speed 20" Extra Duty Comfort Fan

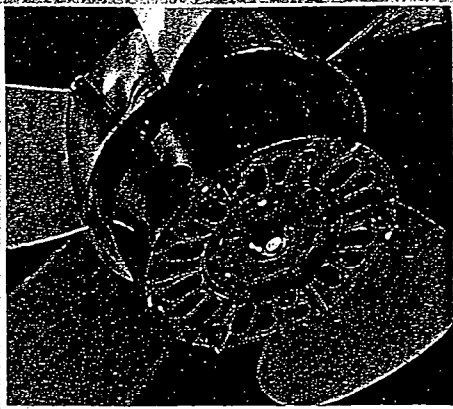
- Durable all-metal construction
- Balanced 3-paddle metal blade for quiet and reliable operation
- Almond-color steel case
- Cocoa brown metal guards and appointments
- Lifetime lubricated bearings and epoxy-coated motor
- Specifications: 3-speed, 115 V, 60 Hz, AC
Ship wt. 14 lbs. Carton size: 22 $\frac{3}{4}$ " x 21 $\frac{1}{2}$ " x 6 $\frac{3}{4}$ " (1.91 cu. ft.)



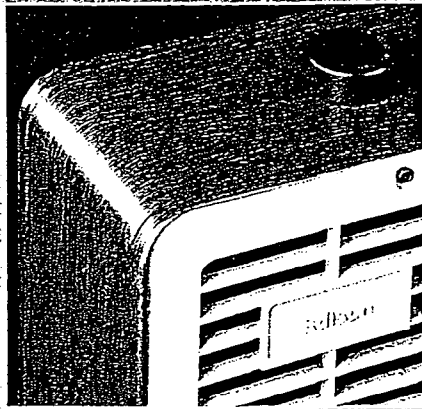
Model 201077A
Rollabout Fan Stand

- For use with all Edison 20" fans
- Tubular steel construction
- 5" wheels for easy rolling
- Height adjusts from 39" to 43"
- Specifications: Ship wt. 7 lbs. Carton size: 3 $\frac{1}{2}$ " x 30" x 5 $\frac{1}{2}$ " (1.39 cu. ft.)

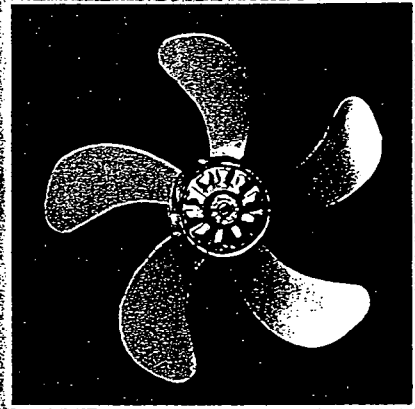
EDISON FANS... quality construction, more value, greater customer appeal!



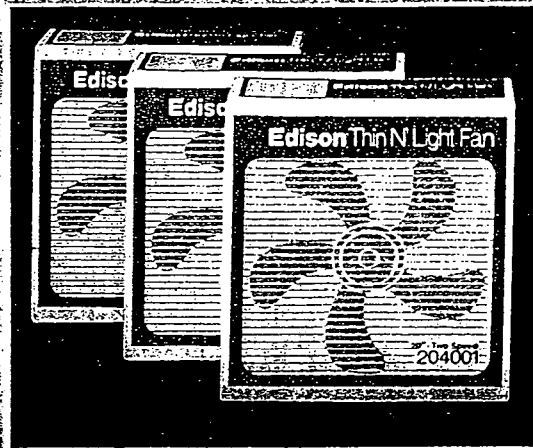
Lifetime lubricated bearings and epoxy-coated motors... smoother, more efficient operation and long, reliable fan life.



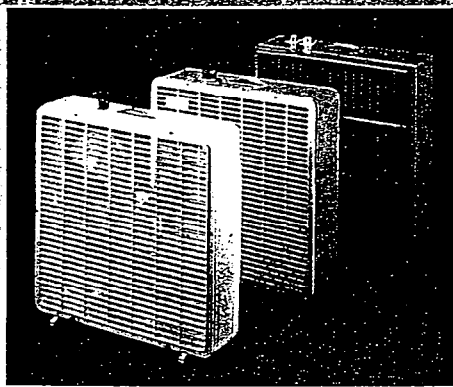
Decorator styling... pecan woodgrains and popular almond and cocoa brown earthtones have greater consumer appeal. That's higher margins and faster turnover for you!



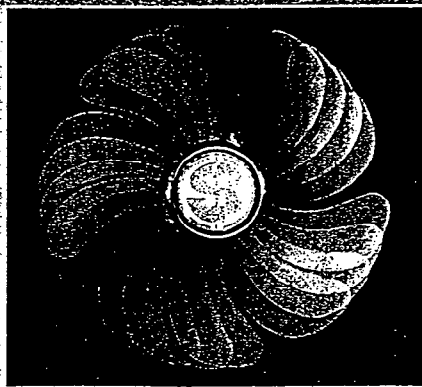
Computer designed blades... provide greater air flow than conventional box fans, with less vibration and noise.



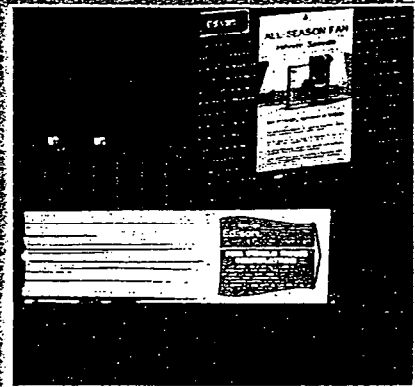
Self-selling cartoning... Edison Fans are packaged in bold, attractive, two- and four-color cartons that really get the consumer's attention, transmit the selling message and sell the product. And Edison is the only nationally advertised and recognized leader in home comfort products for nearly 50 years.



Step-up models... from Thin N' Lights to our exclusive solid state all-season fan, only Edison offers step-up profit opportunities.



Energy savings... Edison fans cost less than 1¢ per hour to operate, based on an average electric rate of 7¢ per KWH. Your customers can remain comfortable while reducing expensive air conditioning costs.



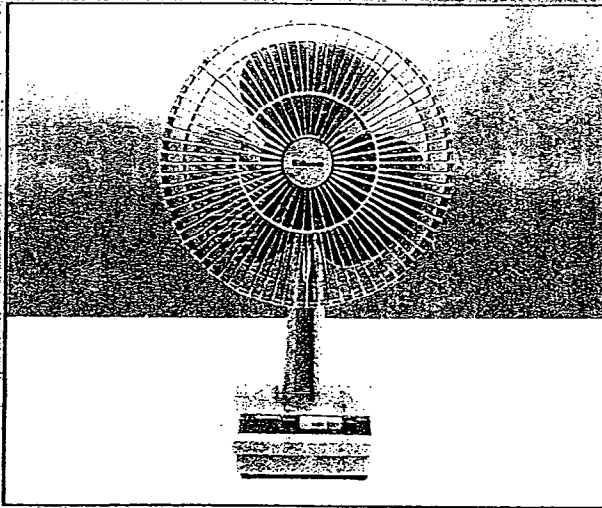
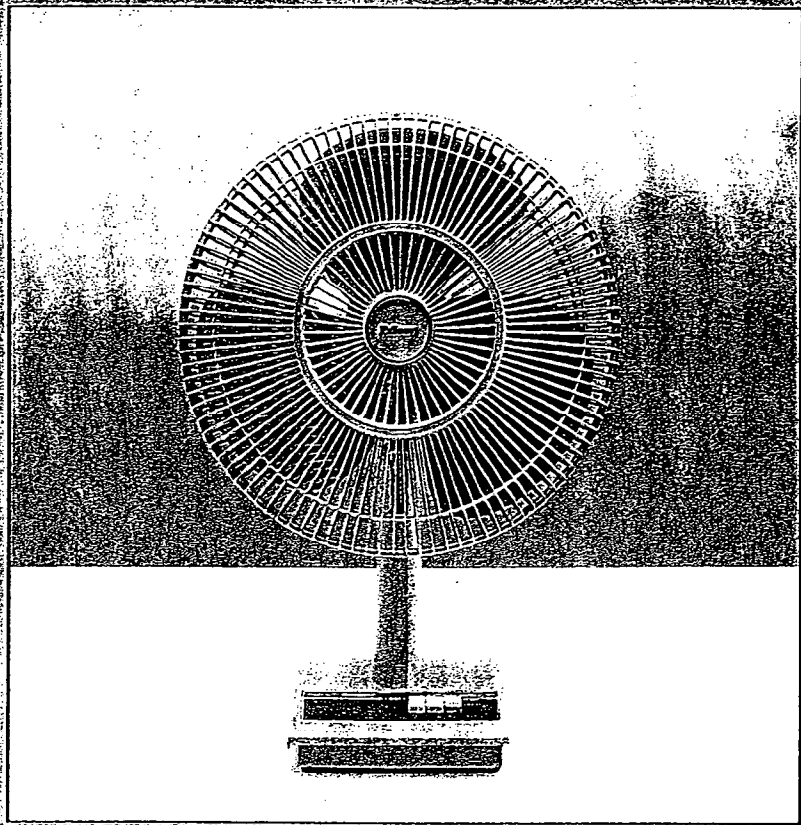
Point-of-purchase support... eye-catching and informative point-of-purchase materials get the selling message to the consumer, no matter where the product is displayed.

EDISON OSCILLATING FANS... quality construction, quiet cooling, with a great new look.

Edison Oscillating Fans have been re-designed with a new look for great shelf appeal. Beautiful combinations of almond and brown earthtones with woodgrain control panels blend perfectly with today's decorating trends and consumer preferences. And, of course, with Edison, you're assured of quality, reliability and extra-quiet cooling. All fans feature full 90° oscillation or stationary operation. And that all adds up to sales and profit advantage at the retail counter.

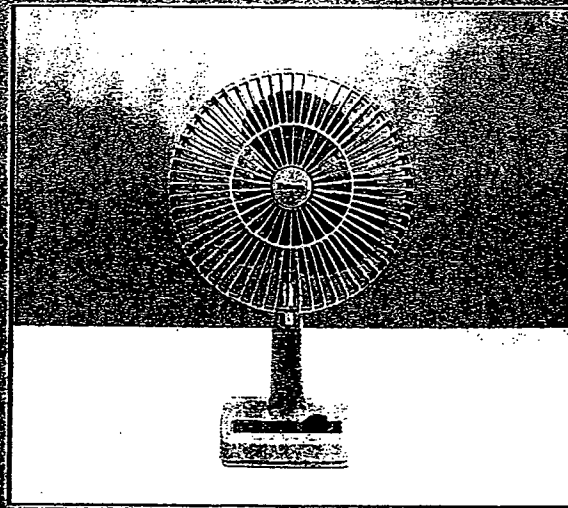
NEW
Model 164003
3-speed 16" Deluxe Oscillating Fan

- Piano keyboard controls
- Almond color base and neck with pecan wood grain control panel
- Brown translucent plastic blade
- Extra-quiet capacitor motor
- Specifications: 3-speed, 115 V, 60 Hz, AC
- Ship wt. 15 lbs. Carton size: 17 1/4" x 11 1/4" x 20" (2.47 cu. ft.)



NEW
Model 124007
3-speed 12" Deluxe Oscillating Fan

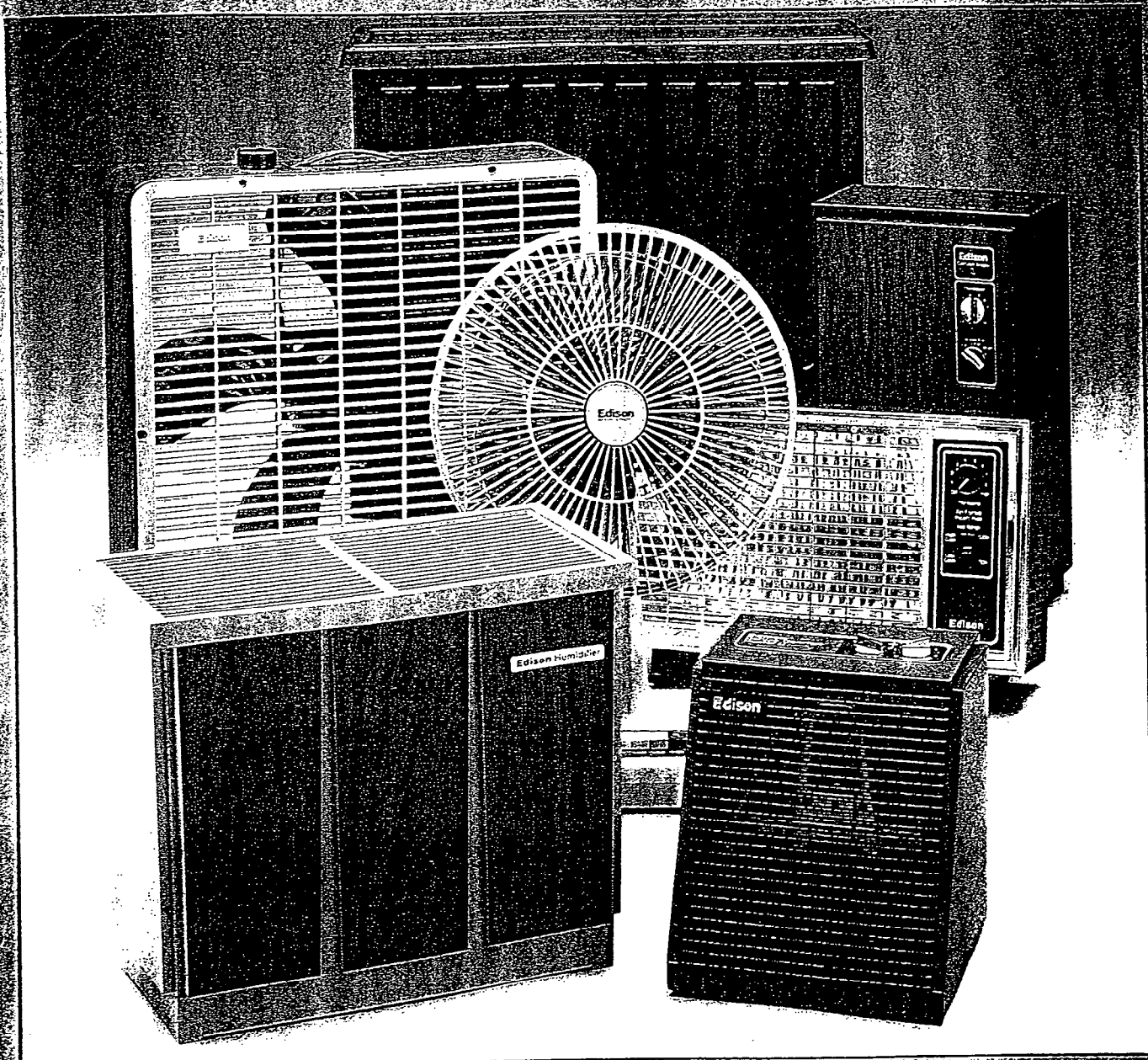
- Piano keyboard controls
- Almond color base and neck with pecan wood grain control panel
- Brown translucent plastic blade
- Extra-quiet capacitor motor
- Specifications: 3-speed, 115 V, 60 Hz, AC
- Ship wt. 10 lbs. Carton size: 14 1/4" x 8 1/4" x 18" (1.38 cu. ft.)



NEW
Model 094004
2-speed 9" Oscillating Fan

- Compact design for use on table top or desk
- Almond color base and neck with pecan wood grain control panel
- Brown translucent plastic blade
- Quiet shaded-pole motor
- Specifications: 2-speed, 115 V, 60 Hz, AC
- Ship wt. 7 lbs. Carton size: 13 1/4" x 7 1/4" x 16" (0.77 cu. ft.)

Season your sales with Edison®



Fans, heaters, humidifiers. Edison has been the industry leader in American-made home comfort products for nearly fifty years. Whatever the time of year, comfort and energy savings are always in season. And one call to your Edison/Toastmaster representative can give new energy to your sales all year long.

Edison Fans. A full line of oscillating and decorator styled energy saving fans led by Edison's exclusive Thin N' Light breeze boxes gives you the season, the steps and the styles that turn summer heat into summer sales. From promotional models to Edison's exclusive all-season infinite Speed fan, Edison gives you the length and breadth of time to serve any customer.

Edison Portable Heaters. Only Edison offers a truly simple, portable heater to provide your customers more ways to save energy without sacrificing comfort. From a full line of pre-heating radiant heaters to Edison's exclusive Comfort Heat U.S. and industry (patent) patented Comfort Sensor Heaters, Edison has you covered. **Edison Humidifiers.** Edison's humidifiers relieve the drying air of winter for your customers, and relieve the leveling off of winter sales for you. Edison humidifiers have proven to be the top quality in many everything your customers think is important: styling, ease of cleaning, ease of filling, capacity.

While single season manufacturers can leave you high and dry, Edison's industry leading line of personal comfort products can drive your sales and profits to unseasonal highs, every season. Call your Edison/Toastmaster Representative for the right products at the right time.

Edison Products has a policy of continuous product improvement. Therefore, products and specifications are subject to change without notice.

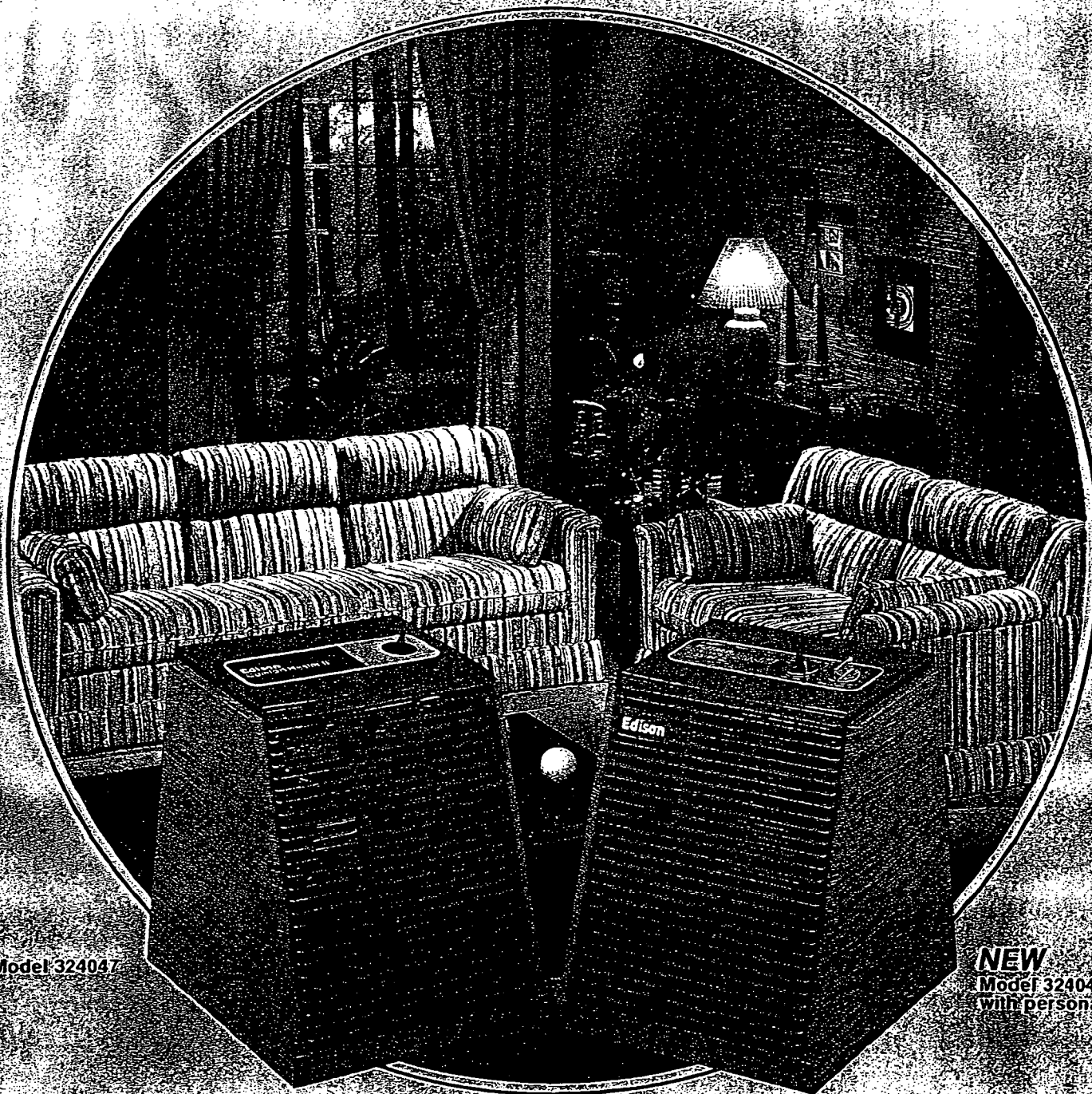
 **Toastmaster Inc.**



All Edison Products are UL listed.

ME01396

A SAFE WHOLE-ROOM HEATER FOR THE COST OF A RADIANT HEATER



Model 324047

NEW
Model 324049
with personal fan

EDISON® COMFORT HEATER II's®

Edison Comfort Heater II's are safe and compact whole-room heaters. Each model is economical to purchase and operate. Comfort Heater II's feature fan-forced air flow that will heat an entire room. And Model 324049 features a **FAN ONLY MODE** for cool personal comfort in summer. Each model is thermostatically controlled for comfort selection and energy savings. Comfort Heater II's are now styled with beautiful pecan woodgrain cabinets, molded front grilles in cocoa brown and champagne gold appointments. Each model is designed for safety, with automatic shut-off, concealed elements, a cool-to-the-touch case and built-in carrying handle.

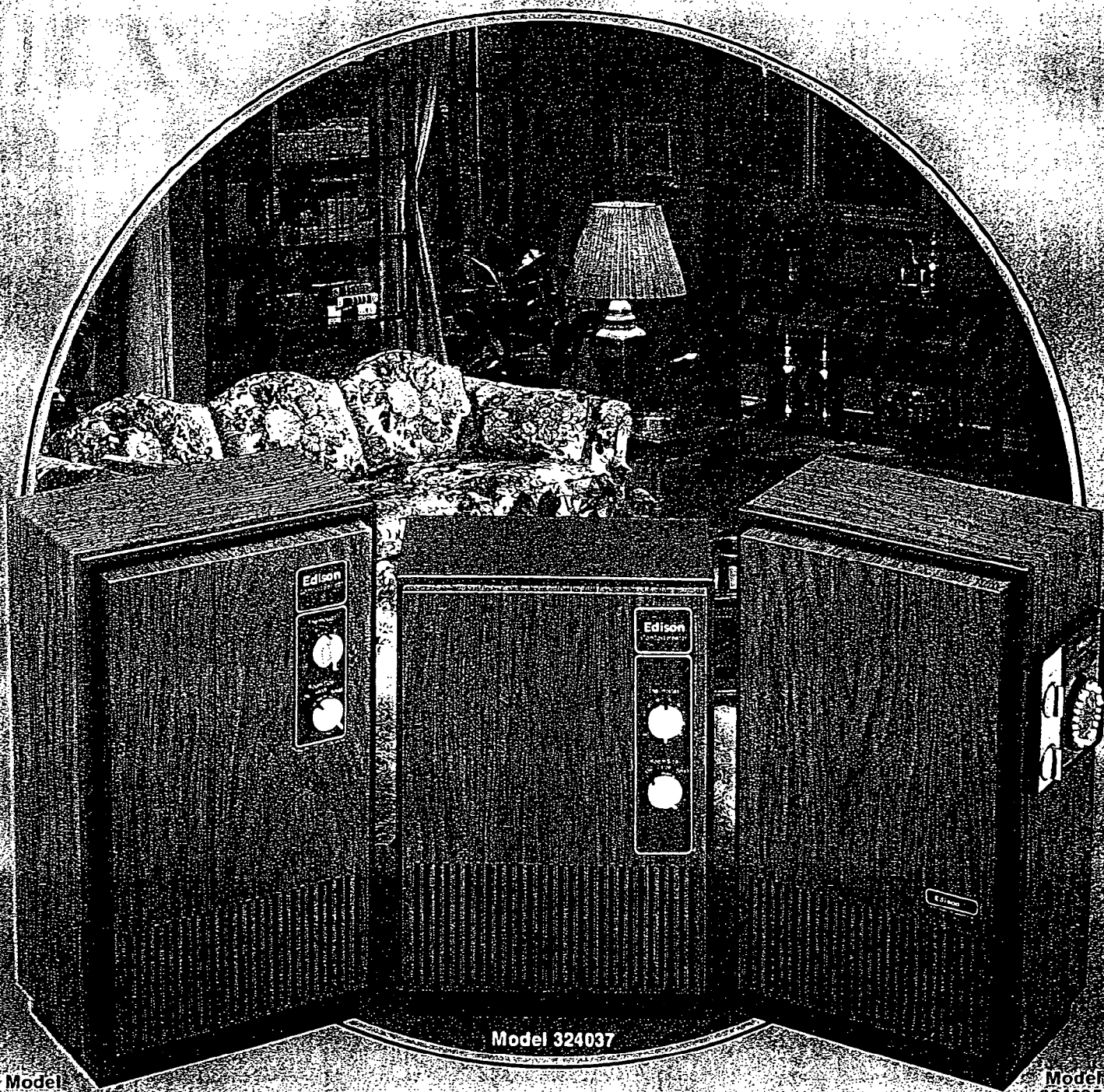
Comfort Heater II's feature four-color cartons and eye-catching point-of-purchase materials that really sell.

Model 324047
Single-Wattage Comfort Heater II
• 1500 Watts (5120 BTU)

Model 324049
Deluxe All Season Comfort Heater II with personal fan
• 1500 Watts (5120 BTU) - high heat
• 750 Watts (2560 BTU) - low heat
• Single-speed personal fan

ME01397

THE SALES LEADER IN WHOLE-ROOM ELECTRIC HEATING WITH NEW CONTEMPORARY STYLING



EDISON® COMFORT SENSOR® HEATERS

Edison Comfort Sensor heaters are the leading sellers in portable, forced-air whole-room electric heaters. Comfort Sensor heaters feature settings for two room sizes controlled by the energy-saving Mastermind™ thermostat which automatically adjusts heat output and two quiet fan speeds. And Comfort Sensor heaters are designed for safety with a cool-to-the-touch case, concealed elements and automatic shutoff.

Each Comfort Sensor model has been beautifully restyled in pecan woodgrain and champagne gold, a warm combination that blends with any decor.

All Comfort Sensor heaters are packaged to sell with eye-catching four-color cartoning and informative print on customer materials.

Model 324037 Comfort Sensor Heater
Large Room - 1500 Watts (5120 BTU) with automatic shift to 1000 Watts and off
Small Room - 1000 Watts (3410 BTU) with automatic shift to off.

Model 324029 Deluxe Comfort Sensor Heater
Large Room - 1500 Watts (5120 BTU) with automatic shift to 1000 Watts and off
Small Room - 1000 Watts (3410 BTU) with automatic shift to off.
 In-operation pilot light Built-in carrying handle

Model 324035 Deluxe Comfort Sensor Heater with Timer
 The same features as Model 324029 but includes a 24-hour multiple programmable timer.

ME01398

THE BENEFITS OF **Edison** WHOLE-ROOM HEATERS

HEATS AN ENTIRE ROOM

Conventional radiant and quartz heaters work like a fireplace, heating only objects directly in front of them (Diagram A). But Edison Comfort Sensor Heaters and Comfort Heater II's work just like a central heating system. They draw in cold air, warm it, and circulate the warmed air evenly throughout an entire room (Diagram B).

And Edison Comfort Sensor Heaters and Comfort Heater II's, with their high-velocity, forced air flow from a 5/8" (or larger) fan, warm a cold room quickly and completely. Edison Heaters are quiet, too, because all moving parts are isolated from the case.

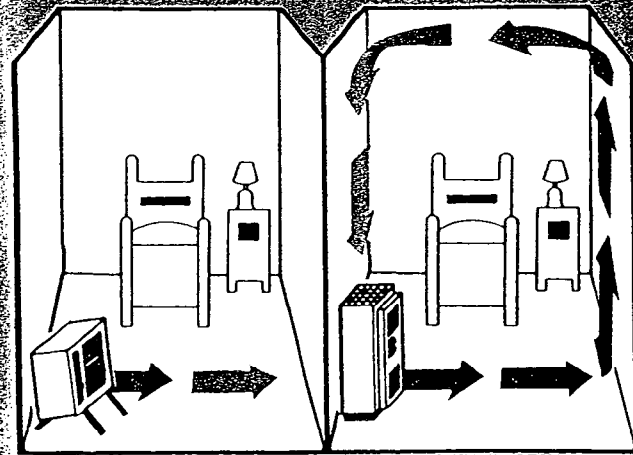


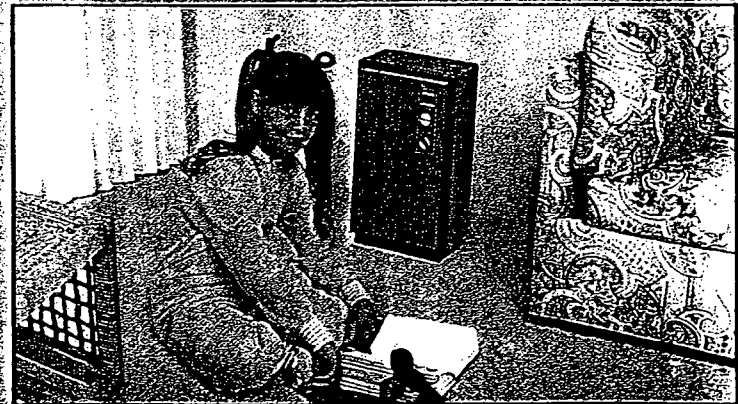
Diagram A

Diagram B

DESIGNED FOR SAFETY

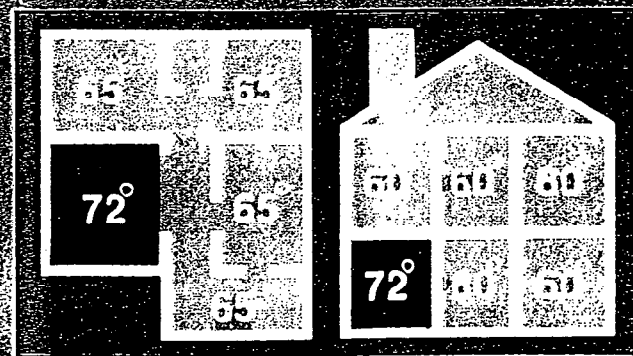
Comfort Sensor Heaters and Comfort Heater II's will automatically shut off if the air flow is restricted and before the temperature within the unit exceeds safe levels.

- Concealed elements make the unit safe around children and pets.
- Comfort Sensor Heaters and Comfort Heater II's remain cool to the touch, even under maximum heating conditions, due to the high-velocity air flow.



ECONOMICAL

Edison Comfort Sensor Heaters and Comfort Heater II's are the perfect solution to the problem of high home heating costs. These costs can be reduced substantially without sacrificing comfort. Simply lower the central thermostat to an economical 60 to 65 degrees, while maintaining a comfortable temperature in any room. Selected Edison Comfort Sensor Heaters and Comfort Heater II's use less than one kilowatt of electricity per hour, under normal use conditions.

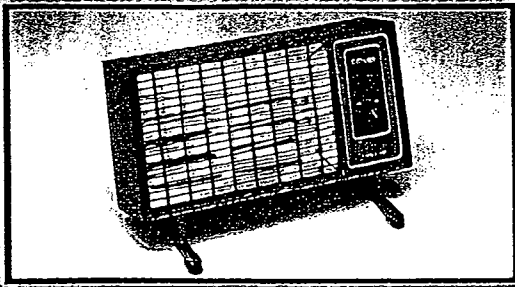


CONSTANT ROOM TEMPERATURE

Comfort Sensor Heaters offer the convenience and efficiency of a constant room temperature with a single setting of the controls. The Edison exclusive double-action, self-adjusting Mastermind™ thermostat warms a

room to a desired temperature. Then it keeps the room at that temperature by automatically adjusting the heat level and air flow. (Regulating thermostat on Comfort Heater II's.)

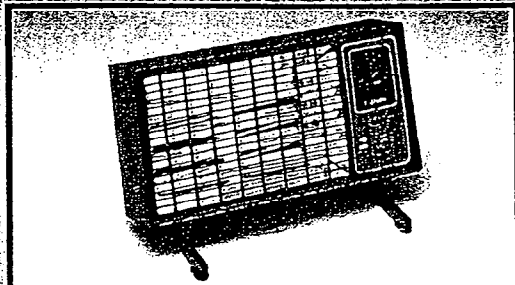
A COMPLETE LINE OF STYLISH RADIANT HEATERS - FROM EDISON®



Model 324051

1000 Watt Radiant Heater

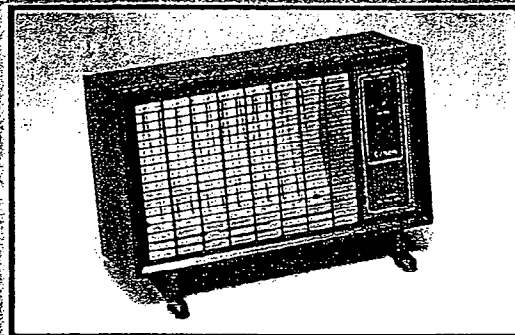
- 1000 Watts (3410 BTU)
- Cocoa brown textured steel cabinet, with pecan woodgrain control panel
- Ribbon-type elements for instant heat
- Tip-over safety switch
- Fold-away handle



Model 324052

1320 Watt Radiant Heater

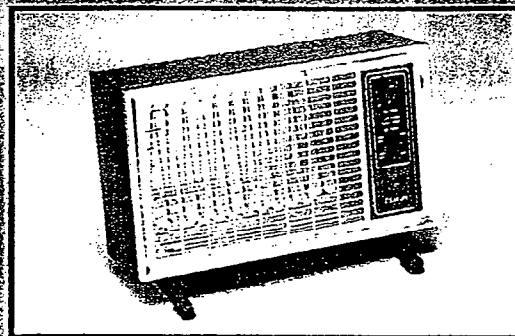
- 1320 Watts (4505 BTU) fan-forced heat output
- Cocoa brown textured steel cabinet, with pecan woodgrain control panel
- Thermostat controlled
- Ribbon-type elements for instant heat
- Tip-over safety switch
- Fold-away handle



Model 324053

Deluxe 1500 Watt Radiant Heater

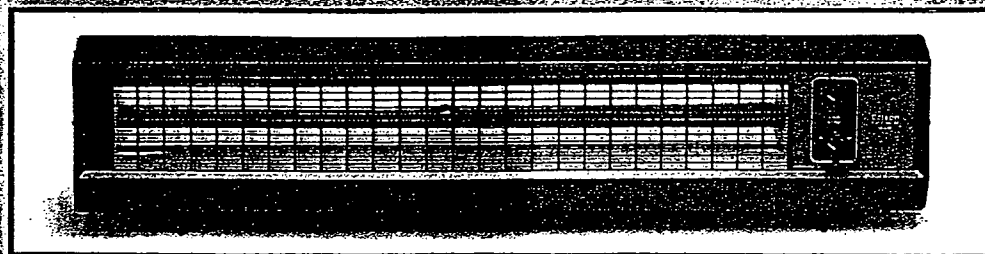
- 1500 Watts (5120 BTU) fan-forced heat output
- NEW Pecan woodgrain cabinet and control panel
- Thermostat controlled
- Ribbon-type elements for instant heat
- Tip-over safety switch
- Fold-away handle



Model 324054

Deluxe Dual-Wattage Radiant Heater

- Choice of two fan-forced heat levels
- 1500 Watts (5120 BTU)
- 750 Watts (2560 BTU) with non-glowing elements
- NEW Pecan woodgrain cabinet and control panel with chrome grille
- Thermostat controlled
- Ribbon-type elements for instant heat
- Tip-over safety switch
- Fold-away handle



Model 324055

Dual-Wattage Low-Profile Radiant Heater

- Choice of two fan-forced heat levels
- 1320 Watts (4505 BTU)
- 1000 Watts (3410 BTU)



HEAUGE element for even heat,
long life and added safety.
Cocoa brown textured steel cabinet
with pecan woodgrain control panel

- Quiet two-speed fan
- Thermostat controlled
- Tip-over safety switch
- Fold-away handle

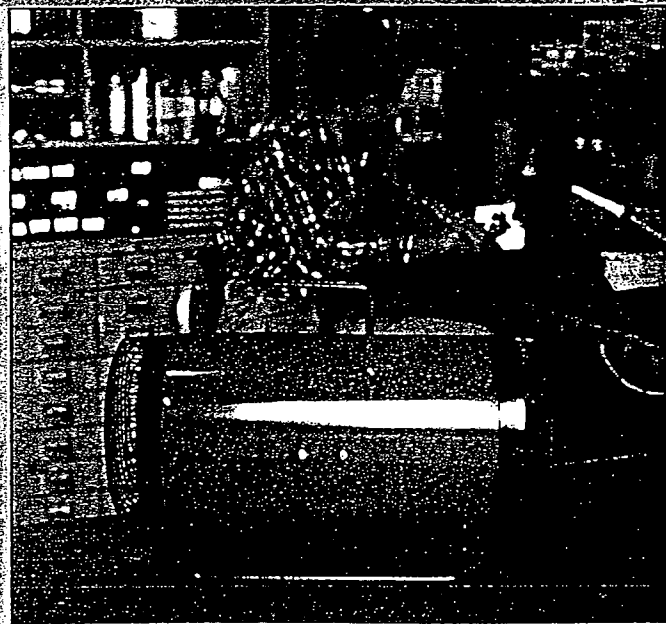
ME01400

THE RUGGED EDISON® TURBO-HEATER®

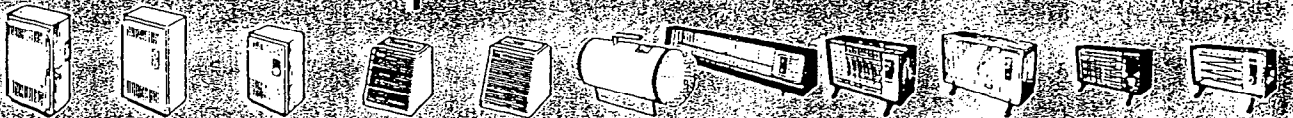
Model 324034
120 Volt Turbo-Heater

- Choice of two forced-air levels:
 - 1500 Watts (5120 BTU)
 - 1140 Watts (3890 BTU)
- Heavy duty steel case remains cool to the touch
- Powerful 6 1/2" diameter fan
- Self-resetting safety thermostat
- Long life non-glowing elements
- Rugged carrying handle and legs

The ideal utility heater for garages, workshops, barns, pumphouses, greenhouses... wherever a rugged, high-velocity heater is needed.



EDISON® HEATERS Features and Specifications



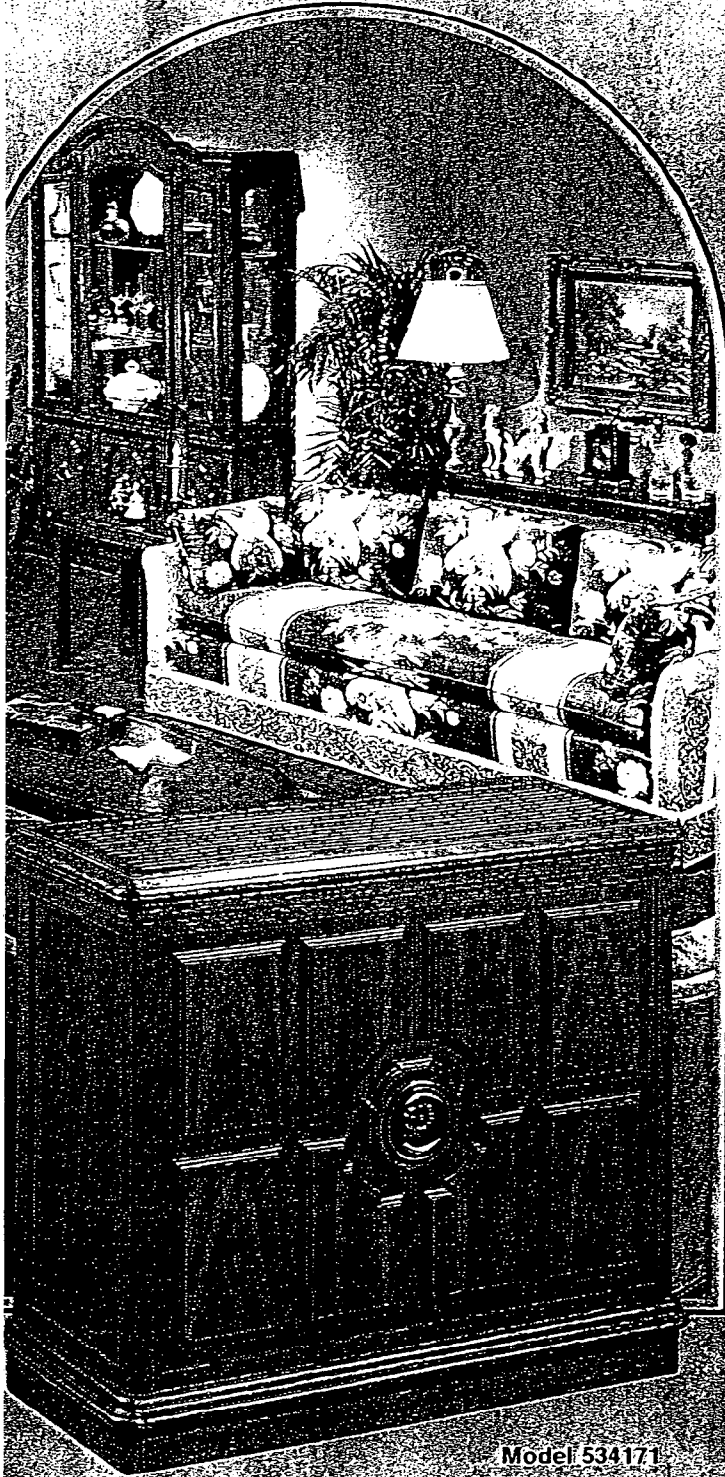
Features	Model 324035	Model 324029	Model 324037	Model 324049	Model 324047	Model 324034	Model 324055	Model 324054	Model 324053	Model 324052	Model 324051
Heater Type	Forced Air	Forced Air	Forced Air	Forced Air	Forced Air	Forced Air	Radiant	Radiant	Radiant	Radiant	Radiant
Heater Function	Whole Room	Whole Room	Whole Room	Whole Room & Personal Fan	Whole Room	Utility	Directional	Directional	Directional	Directional	Directional
Watts (BTU)	1500 (5120) 1000 (3410)	1500 (5120) 1000 (3410)	1500 (5120) 1000 (3410)	1500 (5120) 750 (2560)	1500 (5120)	1500 (5120) 1140 (3890)	1320 (4505) 1000 (3410)	1500 (5120) 750 (2560)	1500 (5120)	1320 (4505)	1000 (3410)
Thermostat (Type)	Yes (Mastermind)	Yes (Mastermind)	Yes (Mastermind)	Yes (Regulating)	Yes (Regulating)	No	Yes (Regulating)	Yes (Regulating)	Yes (Regulating)	Yes (Regulating)	No
Fan Forced	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Number of Fan Speeds	2	2	2	1	1	1	1	1	1	1	1
Cabinet Style	Pecan Woodgrain	Pecan Woodgrain	Cocoa Brown Textured Steel With Pecan Woodgrain Front Panel	Pecan Woodgrain & Cocoa Brown Textured Steel	Pecan Woodgrain & Cocoa Brown Textured Steel	Embossed Painted Steel	Cocoa Brown Textured Steel	Pecan Woodgrain with Chrome Grille	Pecan Woodgrain	Cocoa Brown Textured Steel	Cocoa Brown Textured Steel
Control Panel	Cocoa Brown Champagne Gold	Cocoa Brown Champagne Gold	Cocoa Brown Champagne Gold	Pecan Woodgrain Champagne Gold	Cocoa Brown Champagne Gold	Black Satin Aluminum	Pecan Woodgrain Champagne Gold	Pecan Woodgrain Champagne Gold	Pecan Woodgrain Champagne Gold	Pecan Woodgrain Champagne Gold	Pecan Woodgrain Champagne Gold
Element Type	Non-glowing Nichrome wire	Non-glowing Nichrome wire	Non-glowing Nichrome wire	Non-glowing Nichrome wire	Non-glowing Nichrome wire	Non-glowing Nichrome wire	Heater	Nichrome Ribbon	Nichrome Ribbon	Nichrome Ribbon	Nichrome Ribbon
Trip Switch With Automatic Shutoff	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Concealed Elements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
Carrying Handle	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pilot Light	Yes	Yes	No	No	No	No	No	No	No	No	No
Volts/Hz	120/60	120/60	120/60	120/60	120/60	120/60	120/60	120/60	120/60	120/60	120/60
Four Color Carton	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No
P.O. Free	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No
Unit Dimensions (WxDxH) Weight-lbs.	10 1/2" x 8 1/2" x 19" (9 1/2)	10 1/2" x 8 1/2" x 19" (9 1/2)	10 1/2" x 8 1/2" x 15" (7 1/2)	9 1/2" x 9 1/2" x 10 1/2" (5 3/4)	9 1/2" x 9 1/2" x 10 1/2" (5 3/4)	7 1/2" x 17 1/2" x 11 1/2" (11 1/2)	20 1/2" x 4 1/2" x 8 1/2" (12)	17 1/2" x 5 1/2" x 12" (10)	17 1/2" x 5 1/2" x 12" (10)	15 1/2" x 4 1/2" x 10 1/2" (8 1/2)	15 1/2" x 4 1/2" x 10 1/2" (8 1/2)
Shipping Dimensions (WxDxH) Shipping wt.-lbs.	14 1/2" x 8 1/2" x 20 1/2" (11 1/2)	14 1/2" x 8 1/2" x 20 1/2" (11 1/2)	14 1/2" x 8 1/2" x 16 1/2" (9)	10 7/16" x 10 7/16" x 12 3/16" (6 1/2)	10 7/16" x 10 7/16" x 12 3/16" (6 1/2)	8 1/2" x 19 1/2" x 12 1/4" (8 1/2)	10 1/2" x 5 1/2" x 10 1/2" (10)	10 1/2" x 5 1/2" x 14" (11 1/2)	10 1/2" x 5 1/2" x 14" (11 1/2)	16 1/2" x 4 1/2" x 11 1/2" (8 1/2)	16 1/2" x 4 1/2" x 11 1/2" (8 1/2)

Automatic Shining

ME01401

Edison®

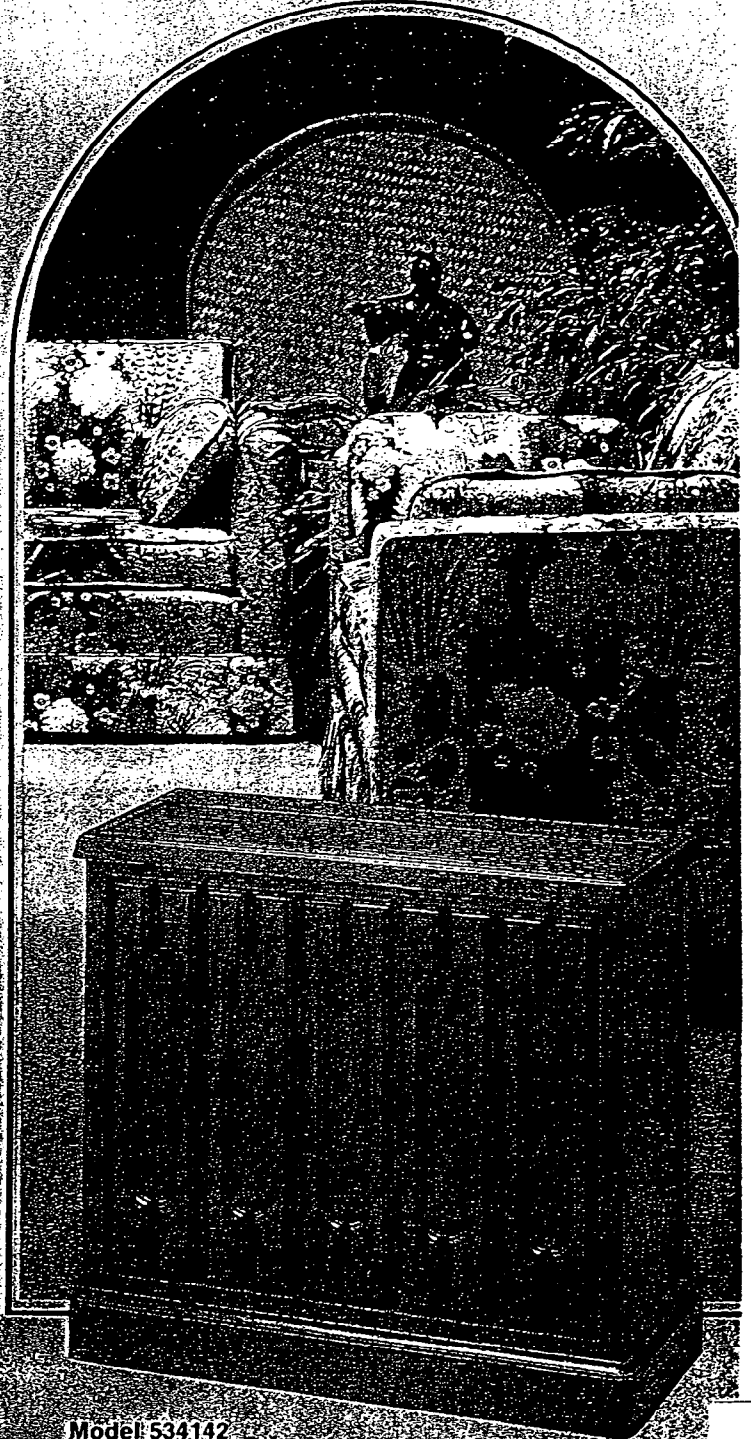
Leader in High Capacity, High Styled Humidifiers



Model 534171

A beautiful hand-rubbed traditional style cabinet in rich pecan with brass ornamentation, combined with a big 17-gallon per day capacity (for homes up to 4,000 square feet) makes the 534171 the true leader in top of the line humidifiers. And, of course, this deluxe unit offers all the features—including solid-state infinite speed control, exclusive easy-to-clean cabinet and full instrumentation.

*AHAM certified



Model 534142

The 534142 features a big 14-gallon per day moisture output (for homes up to 3,250 square feet) and a beautiful hand-rubbed walnut woodgrain cabinet for a truly fine furniture appearance. Plus there are all the other fine features Edison offers, including solid-state infinite speed control, the exclusive Edison easy-to-clean lift-off cabinet, automatic humidistat and shut-off, refill light, water level gauge, full hinged top and much, much more.

*AHAM certified

ME01402

Edison®

Essentials for Living

Spring Program 2002

<u>Model #</u>	<u>Description</u>	<u>List Price</u>	<u>FOB Cost</u>	<u>ADV</u>	<u>Sugg Promo Retail</u>	<u>Comments</u>	<u>Availability</u>
EDTOB	Toaster-Oven-Broiler	\$21.25	\$17.00	net	\$19.99		Current
EDBLC	Blender/Chopper Combo Unit	\$27.50	\$22.00	net	\$29.99		New 5/02
EDUR	Urn	\$21.25	\$17.00	net	\$19.99		New 02/02
EDES	Electric Skillet	\$18.75	\$15.00	net	\$19.99		New 03/02

All Pricing is Quoted FOB Warehouse

ME04603

Edison.

Essentials for Living

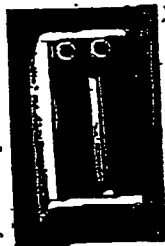
SPECIFICATIONS PRICING

MODEL

EDTOB

- 4-slice capacity
- Rack advances when door is opened
- Bakes, broils, toasts and top browns
- 30-minute timer
- Drop-down crumb tray
- Full range thermostat
- Chrome plated bake tray and wire rack

UPC: 082846-06338(6)



Cost

\$17.00

Promo Retail

\$19.99

Adv

net

SINGLE CARTON:

Size: 17.36" x 11.89" x 10.55"
Weight: 7.5 lbs.

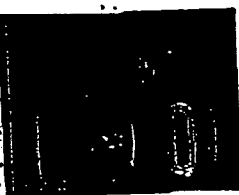
MASTER CARTON:

Size: 17.91" x 12.48" x 11.34"
Weight: 10.8 lbs.
Cu. Ft.: 1.47
Quantity: 1

EDBLC

UPC: 082846-02544(7)

- Powerful 400-watt motor
- 12-speed touch-pad controls
- Durable 48 oz. glass jar
- Ice crushing and pulse function
- Stainless steel blade
- Glass jar inverts on base for easy storage
- On/Off switch
- 2-cup Mini Chopper attachment



SINGLE CARTON:

Size: 15.59" x 6.54" x 11.1"
Weight: TBD

MASTER CARTON:

Size: 27.17" x 16.54" x 12.41"
Weight: TBD
Cu. Ft.: 3.23
Quantity: 4

Cost

\$22.00

Promo Retail

\$29.99

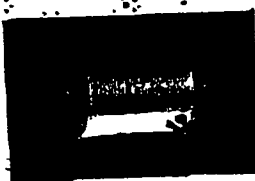
Adv

net

EDUR

UPC: 082846-03435(7)

- 12-30 cup capacity
- Twist lock lid
- Two-way dripless faucet
- Heat-resistant handles, cover, faucet and base
- Removable cord
- Power light
- Interior water level markings
- Automatic temperature control



SINGLE CARTON:

Size: 10.24" x 10.24" x 15.75"
Weight: 4.48 lbs.

MASTER CARTON:

Size: 10.83" x 10.83" x 16.34"
Weight: 6.04 lbs.
Cu. Ft.: 1.11
Quantity: 1

Cost

\$17.00

Promo Retail

\$19.99

Adv

net

EDES

UPC: 082846-02542(3)

- Full-size skillet with lid
- Adjustable lid vent
- Non-stick coated
- Infinitely adjustable thermostat
- Completely immersible with probe removed
- 1200 watts



SINGLE CARTON:

Size: 13.47" x 12.4" x 5.6"
Weight: 4.74 lbs.

MASTER CARTON:

Size: 22.95" x 12.72" x 14.25"
Weight: 20.72 lbs.
Cu. Ft.: 2.41
Quantity: 4

Cost

\$15.00

Promo Retail

\$19.99

Adv

net

ME04604

Edison®

essentials for Living

PRICE LIST

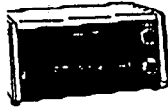
Effective January 1, 2002

DEALER PRICE LIST

Product Name	Model Number	UPC Code Prefix (0-82848)	Master Pack	Master Pack Wt (lbs.)	Master Pack Dimensions (in.)	Master Carton Cube (cf)	Unit Wt (lbs.)	Unit Dimensions (in.)	Unit Cube (cf)	List Price	Sugg. Retail Price
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4-Slice Toaster-Oven-Broiler

- 4-slice capacity
- Rack advances when door is opened
- Bakes, broils, toasts and top browns
- 30-minute timer
- Drop-down crumb tray
- Full range thermostat



EDTOB

06338-6

1

10.8

17.91x12.48x11.34

1.47

7.5

17.36x11.89x10.55

1.26

\$21.25

\$29.99

40 Fl. Container: 1391

Blender/Chopper Combo

- Powerful 400-watt motor
- 12-speed touch-pad controls
- Durable 48 oz. glass jar
- Ice crushing and pulse function
- Stainless steel blade
- Glass jar inverts on base for easy storage
- On/Off switch
- 2-cup Mini Chopper attachment



EDBLC

02544-7

4

TBD

27.17x16.54x12.41

3.23

TBD

15.59x6.54x11.1

.65

\$27.50

\$39.99

40 Fl. Container: 2380

30-Cup Aluminum Urn

- 12-30 cup capacity
- Twist lock lid
- Two-way dripless faucet
- Heat-resistant handles, cover, faucet and base
- Power light
- Interior water level markings
- Automatic temperature control



EDUR

03435-7

1

6.04

10.89x10.89x16.34

1.11

4.48

10.24x10.24x15.75

.96

\$21.25

\$29.99

40 Fl. Container: 1680

Electric Skillet

- Full-size skillet with lid
- Adjustable lid vent
- Non-stick coated
- Infinitely adjustable thermostat
- Completely immersible with probe removed
- 1200 watts



EDES

02542-3

4

20.72

22.95x12.72x14.25

2.41

4.74

13.47x12.4x5.6

.54

\$18.75

\$29.99

40 Fl. Container: 3552

ME04605

LIMITED ONE YEAR WARRANTY

Warranty: This Edison® product is warranted to be free from defects in materials or workmanship for a period of (1) year from the original purchase date. This product warranty covers only the original consumer purchaser of the product.

Warranty Coverage: This warranty is void if the product has been damaged by accident in shipment, unreasonable use, misuse, neglect, improper service, commercial use, repairs by unauthorized personnel, normal wear and tear, improper assembly, installation or maintenance abuse or other causes not arising out of defects in materials or workmanship. This warranty is effective only if the product is purchased and operated in the USA, and does not extend to any units which have been altered or modified or to damage to products or parts thereof which have had the serial number removed, altered, defaced or rendered illegible. Instructions furnished with the product or to units which have been altered or modified or to damage to products or parts thereof which have had the serial number removed, altered, defaced or rendered illegible.

Implied Warranties: ANY IMPLIED WARRANTIES WHICH THE PURCHASER MAY HAVE ARE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF PURCHASE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Warranty Performance: During the above one-year warranty period, a product with a defect will be either repaired or replaced with a reconditioned comparable model (at our option) when the product is returned to the Repair Center, or the purchase price refunded. The repaired or replacement product will be in warranty for the balance of the one-year warranty period and an additional one-month period. No charge will be made for such repair or replacement.

Service and Repair: Should the appliance malfunction, you should first call toll-free 1 (800) 947-3744 between the hours of 9:00 am and 5:00 pm Central Standard Time and ask for CONSUMER SERVICE stating that you are a consumer with a problem. Please refer to model number EDCB10P when you call.

In-Warranty Service (USA): For an appliance covered under the warranty period, no charge is made for service or postage. Call for return authorization 1 (800) 947-3744.

Out-of-Warranty Service: A flat rate charge by model is made for out-of-warranty service. Include \$8.00 (U.S.) for return shipping and handling. We will notify you by mail of the amount of the charge for service and require you to pay in advance for the repair or replacement.

For Products Purchased in the USA, but Used in Canada: You may return the product insured, packaged with sufficient protection, and postage and insurance prepaid to the USA address listed below. Please note that all customs duty / brokerage fees, if any, must be paid by you and we will require you to pay the cost of customs duty / brokerage fees to us in advance of our performing any service.

Risk During Shipment: We cannot assume responsibility for loss or damage during incoming shipment. For your protection, carefully package the product for shipment and insure it with the carrier. Be sure to enclose the following items with your appliance: any accessories related to your problem, your full return address and daytime phone number, a note describing the problem you experienced, a copy of your sales receipt or other proof of purchase to determine warranty status. C.O.D. shipments cannot be accepted.

To return the appliance, ship to: **To contact us, please write to or call:**

Attn: Repair Center
708 South Missouri Street
Macon, MO 63552

P.O. Box 6916
Columbia, MO 65205-6916
1 (800) 947-3744

Email: consumer_relations@toastmaster.com
www.toastmaster.com

Limitation of Remedies: No representative or person is authorized to assume for us any other liability in connection with the sale of our products. There shall be no claims for defects or failure of performance or product failure under any theory of tort, contract or commercial law including, but not limited to negligence, gross negligence, strict liability, breach of warranty and breach of contract. Repair, replacement or refund shall be the sole remedy of the purchaser under this warranty, and in no event shall we be liable for any incidental or consequential damages, losses or expenses. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Legal Rights: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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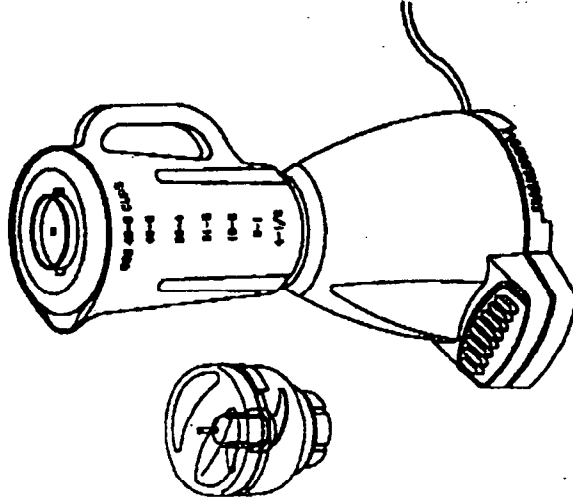
Printed in China

PIN 61063

06/02

Edison®

Essentials for Living



Combi Blender

10 Speeds

OWNER'S MANUAL

& RECIPE GUIDE

Model EDCB10P

Cream of Broccoli Soup

- 1 pound fresh broccoli
- 1 can (13-3/4 ounces) chicken broth
- 3/4 cup half and half or cream
- 1/2 cup finely chopped ham (optional)
- 1/2 teaspoon salt
- 1/4 teaspoon freshly ground black pepper
- 1/2 cup shredded Cheddar cheese
- 1/2 cup garlic croutons (optional)

Chop broccoli florets; thinly slice stems. Combine broccoli and broth in a medium saucepan. Bring to a boil; reduce heat. Cover and simmer 10 to 12 minutes or until broccoli is tender.

Transfer to Blender Container. Remove inner Center Cap from Blender Lid to allow steam to escape. Cover and process at HIGH Speed (8) until mixture is puréed. Return to saucepan; add half and half, ham, salt and pepper. Heat through, stirring frequently. Ladle into mixing bowls; top with cheese and serve with croutons.

Makes 4 servings, about 4 cups soup.

Additional Important Safeguards

1. All users of this appliance must read and understand this Owner's Manual before operating or cleaning this appliance.
2. The cord to this appliance should be plugged into a 120V AC electrical outlet only.
3. Do not leave this appliance unattended during use.
4. If this appliance begins to malfunction during use, immediately press OFF Button and unplug the cord. Do not use or attempt to repair the malfunctioning appliance! Do not use the Blender Container if cracked or chipped.

Polarized Plug

This appliance has a polarized plug (one blade is wider than the other). To reduce the risk of electric shock, this plug is intended to fit into a polarized outlet only one way. If the plug does not fit fully in the outlet, reverse the plug. If it still does not fit, contact a qualified electrician. Do not attempt to modify the plug in any way.

Short Cord Instructions

A short power-supply cord is provided to reduce the risk resulting from becoming entangled in or tripping over a longer cord.

Longer extension cords are available and may be used if care is exercised in their use.

If an extension cord is used, (1) the marked electrical rating of the extension cord should be at least as great as the electrical rating of the appliance, and (2) the longer cord should be arranged so that it will not drape over the counter top or table top where it can be pulled on by children or tripped over unintentionally.

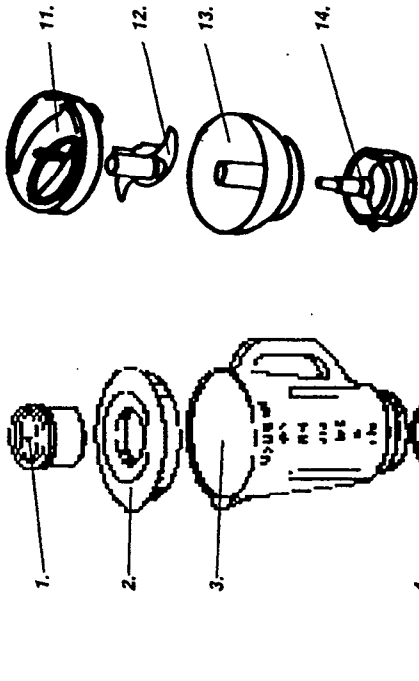
Plasticizer Warning

CAUTION: To prevent Plasticizers from migrating from the finish of the counter top or table top or other furniture, place **NON-PLASTIC** coasters or place mats between the appliance and the finish of the counter top or table top.

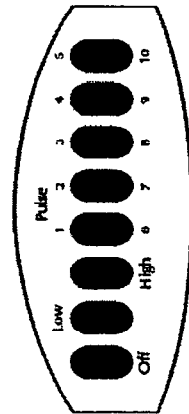
Failure to do so may cause the finish to darken, permanent blemishes may occur or stains can appear.

Getting To Know Your Edison® 10 Speed Combi Blender

PRODUCT MAY VARY SLIGHTLY FROM ILLUSTRATION



1. Center Lid Cap (P/N 70377)
2. Blender Container Lid (P/N 70378)
3. Plastic Blender Container (P/N 70812)
4. Rubber Seal Ring (P/N 70380)
5. Stainless Steel Blade Assembly (P/N 70381)
6. Collar (P/N 70382)
7. Safety Switch
8. Motor Housing
9. Power Cord
10. Speed Control Panel
11. Chopper Lid (P/N 70388)
12. Chopper Blade (P/N 70389)
13. Chopper Container/Work Bowl (P/N 70390)
14. Chopper Gearbox (P/N 70397)



Butternut Squash Bisque

- 2 tablespoons butter or margarine
- 1 large onion, chopped
- 1 small butternut squash, about 1-1/4 pounds
- 1 can (13-3/4 ounces) chicken broth
- 1/2 cup half and half, milk or additional chicken broth
- 1/2 teaspoon salt
- 1/4 teaspoon nutmeg
- 1/8 teaspoon cayenne pepper

Melt butter in a medium saucepan over medium heat. Add onion; cook 5 minutes, stirring occasionally. Peel squash. Using a large knife, cut squash crosswise into 1/2 inch slices, discarding seeds and membrane. Cut slices into 1/2-inch pieces. Add to saucepan with broth; bring to a boil. Cover and simmer 20 to 25 minutes or until squash is very tender.

Transfer half of mixture to Blender Container. Remove inner Center Cap from Blender Lid to allow steam to escape. Cover and process at HIGH Speed (6) until mixture is puréed. Return to saucepan. Repeat with remaining squash mixture. Add half and half, salt, nutmeg and cayenne pepper to squash mixture in saucepan; heat through.

Makes 4 servings, about 5 cups soup.

Tropical Shake

- 1 large ripe banana, peeled and broken into chunks
- 1 can (8 ounces) crushed pineapple in juice, undrained
- 2 scoops (1 cup) mango or papaya sorbet
- 1/4 cup lemonade, limeade or orange juice
- Lime slices (optional)

Combine the first four ingredients in Blender Container. Cover and blend at HIGH Speed (10) until smooth. Pour into frosted mugs or glasses. Garnish with lime slices, if desired.

Makes 2 servings.

Cranberry-Orange Cooler

- 3/4 cup orange juice
- 1/2 cup frozen cranberry cocktail concentrate, not thawed
- 4 large ice cubes, cracked into chunks or
1/2 cup mini ice cubes

Combine all ingredients in Blender Container. Cover and blend at HIGH Speed (10) until smooth. Pour into frosted mugs or glasses.

Makes 2 to 3 servings.

Cautions Before Using

1. Use this product with rated voltage AC outlet only.
2. Be sure to unplug the electrical cord when Blender is not being used.

Safety System

This appliance has a Safety System which disables the Motor if the Blender Container is not (or is improperly) seated in the Motor Housing. If the Blender Container is not seated properly, the Blender will not turn ON, or will turn OFF if it is already ON. This System is intended for safety reasons only.

DO NOT use this Safety System to turn the Blender ON and OFF.

Before Using For The First Time

Wash Blender Container, Center Lid Cap, Blender Container Lid, Chopper Container, Chopper Lid, and Blades with warm, soapy water. Rinse and dry thoroughly.

Do not immerse the Chopper Gearbox in water or other liquid.

CAUTION: To protect against risk of electrical shock, do not put Motor Housing in water or other liquid.

Blender Operating Instructions

CAUTION: Use extreme care when handling the Blender or Chopper Blades. Do not touch Blades with your fingers. The Blades are very sharp and can cause injury if touched.

CAUTION: Never place the Blade Assembly on the Motor Housing without the Blender Container being completely assembled and securely tightened.

1. Place Motor Housing on a dry level surface.
2. Be sure OFF Button is depressed. Plug the cord into a 120V AC wall outlet.
3. Place completely assembled Blender (Blender Container, Rubber Seal Ring, Blade Assembly and Collar) on Motor Housing.

NOTE: For blending hot ingredients, remove Center Lid Cap to allow for heat expansion before blending. Place a small rag or paper towel over opening to prevent hot liquids from splashing out.

CAUTION: To prevent the risk of burns, do not use your hand to cover opening!

4. Add ingredients to Blender Container as directed by your recipe. Never operate when the Blender Container is empty.
5. Place Blender Container Lid with Center Cap on Blender Container. Remember to always hold Blender Container Lid in place during processing.
6. Select the desired Speed Control.
7. Press either HIGH or LOW Control Button. The LOW Button produces speeds printed above the Buttons (Speeds 1-5). The HIGH Button produces speeds printed below the Buttons (Speeds 6-10).
8. Speeds with LOW printed above the Buttons will process ingredients as long as you press the Button and will stop processing when the Button is released.

CAUTION: If Blender Container rotates during blending, immediately press the OFF Button, then secure the Container by tightening the Collar and Blade Assembly.

9. For continuous processing, press any Speed Button that does not have LOW above it. To stop processing, press the OFF Button.

10. **CAUTION:** Keep hands and utensils out of the Blender Container while blending to prevent the possibilities of severe injury to persons or damage to the unit. A spatula may be used but must only be used when the unit is not running.

11. When blending is completed, press the OFF Button, unplug the cord from electrical outlet.

Recipes

Fruit Smoothie

- 1 cup sliced fresh or thawed frozen strawberries
- 1 large ripe banana, peeled and broken into chunks
- 2 scoops (1 cup) vanilla or strawberry ice cream or strawberry sorbet
- 1/2 cup milk

Combine all ingredients in Blender Container. Cover and blend at HIGH Speed (10) until smooth. Pour into frosted mugs or glasses.

Makes 2 to 3 servings.

Creamy Raspberry Smoothie

- 1 cup fresh or thawed frozen raspberries
- 2 scoops (1 cup) vanilla frozen yogurt or ice cream
- 1/2 cup milk
- 1 teaspoon vanilla extract

Combine all ingredients in Blender Container. Cover and blend at HIGH Speed (10) until smooth. Pour into frosted mugs or glasses.

Makes 2 servings.

User Maintenance Instructions

This Edison® Combi Blender requires little maintenance. It contains no user-servicable parts. Do not try to repair it yourself.

CAUTION: Never immerse the Motor Housing, Chopper Gearbox, plug or cord in water or any other liquid.

1. Always unplug the unit before cleaning.
 2. Whenever possible, rinse parts immediately after processing to make cleanup easier.
- CAUTION: Use extreme care when handling the Blades. Do not touch the blades with your fingers. The Blades are very sharp and can cause injury if touched.**
3. Wash the Containers, Lids, Cap, Collar, Rubber Seal Ring and Blades in warm, soapy water. Rinse and dry thoroughly. Never use rough scouring pads or abrasive cleansers on any plastic or metal parts as the surface may be damaged.
 4. Never immerse the Motor Housing in water or any other liquid. If necessary wipe exterior surface with a moist cloth or sponge and dry thoroughly.
 5. Do not allow the Blender Blade Assembly or Chopper Blade to soak in water for long periods of time.

Any servicing requiring disassembly other than the above cleaning must be performed by a qualified appliance repair technician.

Storage

CAUTION: Always assemble clean and dry Blender parts correctly before storing on the Motor Housing. Severe injury can result if the Blender is accidentally turned ON when not properly assembled.

Unplug and clean unit. Store in original box or in a clean, dry place. Never store Blender while it is hot or plugged in. Never wrap cord tightly around the appliance. Never place any stress on cord, especially where the cord enters the unit, as this could cause the cord to fray and break.

Chopper Operating Instructions

Important

Always unplug before dismantling.

CAUTION: The Chopper Blades are very sharp. To avoid injury, be sure to insert or remove Blade by using Hub.

CAUTION: Never place the Blade Assembly on the Motor Housing without the Chopper Container being completely assembled and securely tightened.

Keep the appliance out of children's reach.

Never immerse the Gearbox into water or any other liquid.

The Gears inside the Chopper are lubricated. Do not re-oil.

The Chopper does its work in seconds. Never use it for extended periods.

It is recommended that the Blender (not the Chopper) should be used for mixing larger quantities of liquids. If food accumulates against the sides of the Chopper Container while operating, press OFF Button to turn unit OFF and unplug the unit. When the Blades come to a complete stop, remove the Chopper Lid move the food towards the Blades with a spatula.

The Chopper Attachment is not suitable for chopping hard spices, coffee beans, ice cubes or rice.

How To Use The Chopper

1. Place the Chopper Container onto the Chopper Gearbox and turn to lock into place.
2. Place the Chopper Blade into the Chopper and press firmly to seat into position.
3. Add the ingredients to the Chopper Container. Pre-cut the larger parts of foods into pieces of one to two inches. Never operate when the Blender Container is empty.
4. Put the Chopper Lid on the Chopper Container, push down and turn until locked. Place onto Motor Housing. Select desired Speed Control (see Blender Operating Instructions). If the appliance trembles initially due to unequal distribution of the food in the Container, put your hand on Chopper Lid to steady.
5. When you have finished processing the food, press the OFF Button and allow the Chopper Blades to come to a complete stop. Unplug the unit and detach the Chopper by turning. Remove the Chopper from the Motor Housing of the appliance before emptying the Chopper Container.

Chopping Guide for EDCB10P Combi Blender

Food	Maximum Quantity	Approx. Operation Time (seconds)	Preparation
Carrots	3-1/2 oz.	15-20 seconds	Peel, cut into 3/4" pieces.
Apples	3-1/2 oz.	15-20 seconds	Peel and core, cut into 3/4" pieces.
Cheese	1 oz.	15-20 seconds	Cut into 3/4" pieces.
Eggs	2	5-10 seconds	Hard-boiled and peeled, cut into quarters.
Meats (cooked)	3-1/2 oz.	15-20 seconds	Cut into 1/2" pieces.
Walnuts	1-3/4 oz.	10-15 seconds	Use halved or broken nuts. Scrape down sides of bowl to ensure even processing.
Onions	3-1/2 oz.	10-15 seconds	Peel, cut into quarters.
Parsley	Few sprigs	10 seconds	To ensure successful results, it is essential the bowl and parsley are completely dry. Remove any stalks.

Hints and Tips

General

Add ingredients to Blender Container a little at a time to ensure proper blending and to prevent overflow. Never fill Blender Container more than 3/4 full; the action of the Blades will cause the ingredients to rise in the Blender Container. Make large recipes in several batches.

Unless the recipe states differently, pour liquid ingredients into Blender Container before solid ingredients. The liquid will help the processing go faster and at a lower speed.

Always add 1 cup of liquid before processing ice.

Blend for 5 to 30 seconds, not minutes, and check consistency. Continue blending until desired consistency is reached. Over-blending will result in a loose consistency.

NOTE: Always operate Blender with Blender Container Lid in place.

Do not remove Blender Container from the Motor Housing when the Motor is running.

Keep hands and utensils out of Blender Container while processing to prevent the possibility of severe personal injury and/or damage to the Blender. A spatula may be used, but must only be used when the Blender is not running.

Solids

Thick mixtures require special attention during processing. Periodically press the OFF Button and scrape mixture off sides of Blender Container and onto the Blades. Replace Lid and continue processing. Select a higher speed if processing becomes sluggish.

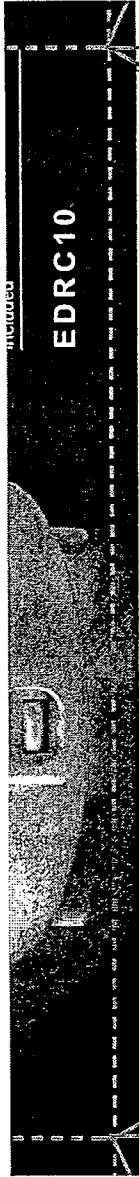
With the Center Lid Cap removed, add solids and ice a little at a time through the hole in the Blender Container Lid. Always cut solid foods such as vegetables and cheese into small chunks before placing in the Blender Container.

Hot Ingredients

To prevent excessive heat expansion, remove Center Lid Cap from Blender Container Lid before adding hot ingredients. Add hot foods slowly (to a maximum of 2 cups) through the Lid's hole.

NOTE: For blending hot ingredients, remove Center Lid Cap to allow for heat expansion before blending. Place a small rag or paper towel over opening to prevent hot liquids from splashing out.

CAUTION: To prevent the risk of burns, do not use your hand to cover opening!



EDRC10

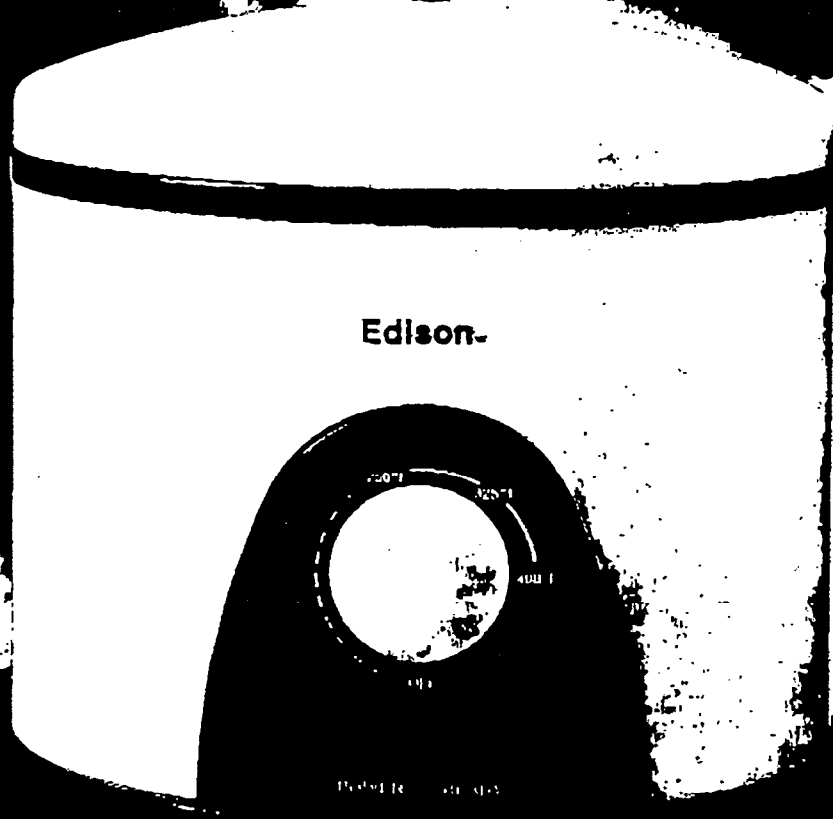


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Version 1 6/02
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Edison™

.5 Liter Deep Fryer



Fryer basket can be
powdered



Variable temperature
control, power indicator
and ready light

EDDF5NS



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Version 1 11/02

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ME 05640

LIMITED ONE YEAR WARRANTY

Warranty: This Edison™ product is warranted to be free from defects in materials or workmanship for a period of (1) year from the original purchase date. This product warranty covers only the original consumer purchaser of the product.

Warranty Coverage: This warranty is void if the product has been damaged by accident in shipment, unreasonable use, misuse, neglect, improper service, commercial use, repairs by unauthorized personnel, normal wear and tear, improper assembly, installation or maintenance abuse or other causes not arising out of defects in materials or workmanship. This warranty is effective only if the product is purchased and operated in the USA, and does not extend to any units which have been used in violation of written instructions furnished with the product or to units which have been altered or modified or to damage to products or parts thereof which have had the serial number removed, altered, defaced or rendered illegible.

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Service and Repair: Should the appliance malfunction, you should first call toll-free 1 (800) 947-3744 between the hours of 9:00 am and 5:00 pm Central Standard Time and ask for CONSUMER SERVICE stating that you are a consumer with a problem. Please refer to model number EDQF5NS when you call.

In-Warranty Service (USA): For an appliance covered under the warranty period, no charge is made for service or postage. Call for return authorization 1 (800) 947-3744.

Out-of-Warranty Service: A flat rate charge by model is made for out-of-warranty service. Include \$8.00 (U.S.) for return shipping and handling. We will notify you by mail of the amount of the charge for service and require you to pay in advance for the repair or replacement.

For Products Purchased in the USA, but Used in Canada: You may return the product insured, packaged with sufficient protection, and postage and insurance prepaid to the USA address listed below. Please note that all customs duty / brokerage fees, if any, must be paid by you and we will require you to pay the cost of customs duty / brokerage fees to us in advance of our performing any service.

Risk During Shipment: We cannot assume responsibility for loss or damage during incoming shipment. For your protection, carefully package the product for shipment and insure it with the carrier. Be sure to enclose the following items with your appliance: any accessories related to your problem, your full return address and daytime phone number, a note describing the problem you experienced, a copy of your sales receipt or other proof of purchase to determine warranty status. C.O.D. shipments cannot be accepted.

To return the appliance, ship to:

Attn: Repair Center
708 South Missouri Street
Macon, MO 63552

To contact us, please write to or call:

P.O. Box 6916
Columbia, MO 65205-6916
1 (800) 947-3744

Limitation of Remedies: No representative or person is authorized to assume for us any other liability in connection with the sale of our products. There shall be no claims for defects or failure of performance or product failure under any theory of tort, contract or commercial law including, but not limited to negligence, gross negligence, strict liability, breach of warranty and breach of contract. Repair, replacement or refund shall be the sole remedy of the purchaser under this warranty, and in no event shall we be liable for any incidental or consequential damages, losses or expenses. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Legal Rights: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

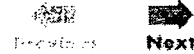
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P/N 61188

v.1 11/02

ME 05641

Product Detail



Item Number K94465
Edison 4qt 1200 Watt Cool Touch
Pressure Cooker

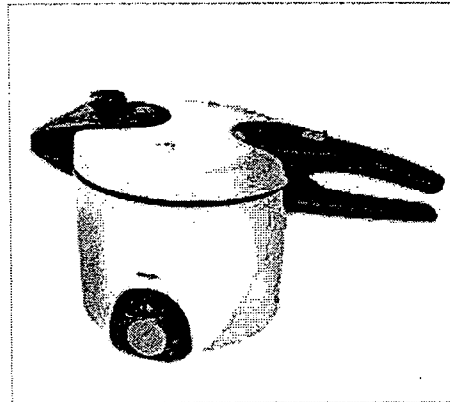


Warranty

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QVC Price \$54.78
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1-888-345-5788

For moist, delicious, culinary creations get this 1200W pressure cooker from Edison. It is designed with a permanent inner pot, crafted from high-pressure diecast aluminum; an adjustable thermostat; a popper valve with indicator rings; and two safety pressure settings, plus a pressure release valve. Ideal for roasts, chicken, or ham, but you can be sure that whatever you make with it will be a hit!

Measures 9"Diam x 13"H.

UL listed. 1-year LMW.

White.

Made in China.

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K0170 • \$20.00
Edison Snack Size Cool-Touch Deep Fryer with Nonstick Bowl



K0181 • \$29.51
Edison 8 Cup 350 Watt Food Processor with PulseControl



K1721 • \$10.26
Edison 32oz Hot Pot w/ Low to High Temperature Dial

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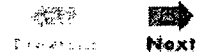
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URL: <http://www.qvc.com>

Product Detail



Item Number K0170
Edison Snack Size Cool-Touch Deep Fryer with Nonstick Bowl



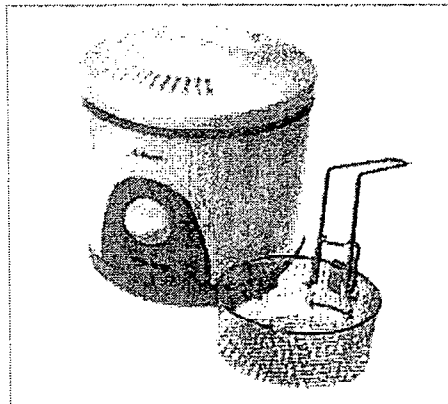
Warranty



Instructions/Manual

Retail Value \$30.00
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K1721 • \$10.26
Edison 32oz Hot Pot w/ Low to High Temperature Dial



K0181 • \$29.51
Edison 8 Cup 350 Watt Food Processor with PulseControl

Having a party? Need a late night snack? This Edison deep fryer adds scrumptious sizzle to any occasion.

It's ideal for preparing chicken fingers, mozzarella sticks, french fries, and more! Best of all, cleanup is a breeze with its nonstick bowl and plastic construction. It offers a cool-touch exterior for easy handling, variable temperature control, and indicator light. The compact design is perfect for use on countertops, and can be easily stored away after use.

UL listed. 1-year LMW.

White.

Made in China.

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URL: <http://www.qvc.com>

Product Detail



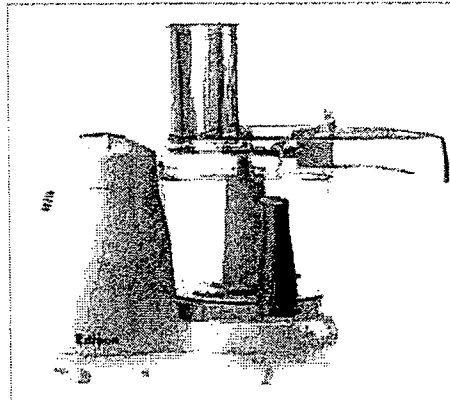
Item Number K0181
Edison 8 Cup 350 Watt Food Processor
with PulseControl

Retail Value \$65.00
QVC Price ~~\$38.96~~
Clearance Price \$29.51
Shipping and Handling \$6.72
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Dice, slice, and mince like a pro with this Edison 350W food processor. Compact in design, it's equipped with pulse control button for smooth mixing and a continuous chute lid for quick and easy addition of ingredients. The 8-cup bowl and variable speeds ably handle a generous amount and wide variety of foodstuff. Stainless steel slicing and shredding disc.

1-year LMW.

Made in China.



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1. Quantity: 1
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 Edison 4qt 1200 Watt Cool Touch Pressure Cooker

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Product Detail



Item Number K1721
Edison 32oz Hot Pot w/ Low to High Temperature Dial

QVC Price \$14.78
Clearance Price \$10.26
Shipping and Handling \$4.72
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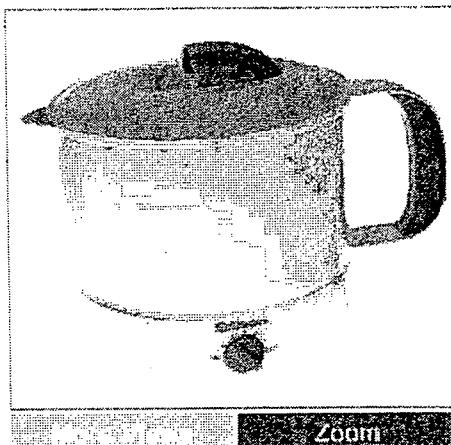
This watched pot is sure to boil--almost instantly! Boasting 1000 watts of power, this electric kettle from Edison boils water quickly in your home, office, or dorm room. A 32-oz capacity makes it ideal for tea, instant coffee, oatmeal, or soup. Variable temperature dial. Boil dry protection.

Measures approximately 6-1/4"H x 6"D.

UL listed. 1-year LMW.

White/Gray Plastic.

Made in China.



- 1. Quantity: 1
- 2. Gift Options

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You Might Also Consider...



K94465 • \$54.78
Edison 4qt 1200 Watt Cool Touch Pressure Cooker



K0170 • \$20.00
Edison Snack Size Cool-Touch Deep Fryer with Nonstick Bowl



K0181 • \$29.51
Edison 8 Cup 350 Watt Food Processor with PulseControl

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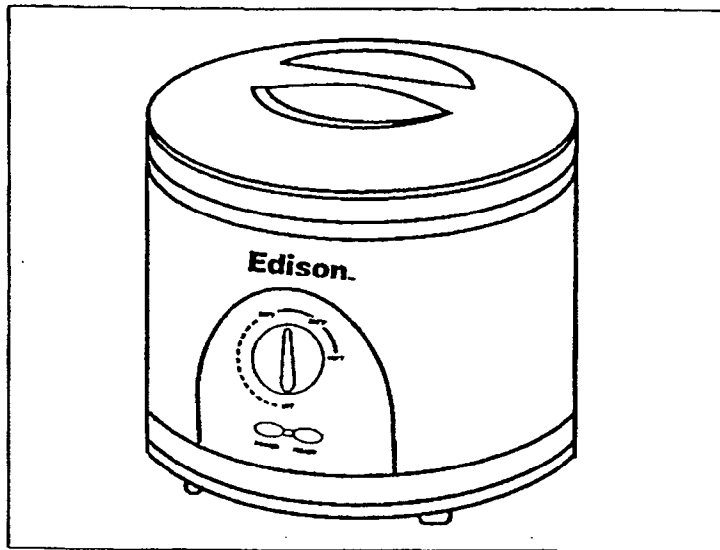


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URL: <http://www.qvc.com>

Edison™



.5 Liter Non-Stick Deep Fryer

OWNER'S MANUAL

& RECIPE GUIDE

Model EDDF5NS

IMPORTANT SAFEGUARDS

When using electrical appliances, basic safety precautions should always be followed, including the following:

1. *Read all instructions.*
2. *Do not touch hot surfaces. Use handles or knobs. Use oven mitts or potholders.*
3. *To protect against electrical shock, do not immerse cord, plugs or Fryer Body in water or other liquid.*
4. *This appliance is not for use by children.*
5. *Close supervision is necessary when any appliance is used near children.*
6. *Unplug from outlet when not in use and before cleaning. Allow to cool before putting on or taking off parts and before cleaning the appliance.*
7. *Do not operate any appliance with a damaged cord or plug or after the appliance malfunctions, or has been damaged in any manner. Contact Consumer Service for return authorization, examination, repair or adjustment.*
8. *The use of accessory attachments not recommended by the appliance manufacturer may cause injuries.*
9. *Do not use outdoors.*
10. *Do not let cord hang over edge of table or counter, or touch hot surfaces.*
11. *Do not place on or near a hot gas or electric burner, or in a heated oven.*
12. *Extreme caution must be used when moving an appliance containing hot oil or other hot liquids.*
13. *Always attach plug to appliance first, then plug cord into the wall outlet. To disconnect, turn Temperature Control Dial to OFF, then remove plug from wall outlet.*
14. *Do not use appliance for other than intended use.*
15. *Extreme caution must be used when moving a Fryer containing hot oil.*
16. *Be sure Handle is properly assembled to the Fryer Basket and locked in place. See Basket Handle Assembly section in this Owner's Manual.*

**SAVE THESE INSTRUCTIONS
FOR HOUSEHOLD USE ONLY**

Additional Important Safeguards

CAUTION HOT SURFACES: *This appliance generates heat and escaping steam during use. Proper precautions must be taken to prevent the risk of burns, fires or other damage to persons or property.*

CAUTION: *This appliance is hot during operation and retains heat for some time after turning OFF. Always use oven mitts when handling hot materials and allow metal parts to cool before cleaning. Do not place anything on top of the appliance while it is operating or while it is hot.*

- 1. All users of this appliance must read and understand this Owner's Manual before operating or cleaning this appliance.*
- 2. The cord to this appliance should be plugged into a 120V AC electrical outlet only.*
- 3. If this appliance begins to malfunction during use, immediately unplug the cord. Do not use or attempt to repair the malfunctioning appliance.*
- 4. Do not leave this appliance unattended during use.*
- 5. Do not immerse the detachable power cord in any liquid. If the cord falls in water or other liquid, DISCARD IMMEDIATELY and replace it with a new cord. If the supply cord of this appliance is damaged, it must be replaced by contacting Consumer Service.*
- 6. Risk of electric shock and choking, keep the cord out of reach from children and infants.*
- 7. Use Basket Handle to raise and lower Basket. Always raise Basket out of hot oil and allow cooked food to drain for 30 seconds before removing.*
- 8. Dry damp foods before placing into oil. When deep frying frozen foods, remove any excessive ice as it can cause hot oil to spatter.*
- 9. Always remove Lid and keep Lid off the Fryer while deep frying foods.*
- 10. Keep appliance at least 4 inches away from walls or other objects during operation. Do not place any objects on top of appliance while it is operating. Place the appliance on a surface that is resistant to heat.*

Additional Important Safeguards (Con't)

11. Be sure Oil Tank is filled with oil to at least the MIN oil marking level. Do not operate appliance without oil or with an insufficient amount of oil.
12. Always pour oil into Oil Tank before plugging in and heating up the appliance. Never pour oil into heated Fryer Body.
13. Ensure that there are no flammable objects on or near the appliance. If the oil catches fire, unplug the appliance and replace the Lid. Never use water to extinguish the fire.
14. Do not operate this appliance if the Lid and the Fryer Body are not completely dry.
15. It is not recommended to move a Fryer containing hot oil. Allow to cool before moving.

Polarized Plug

This appliance has a polarized plug (one blade is wider than the other). To reduce the risk of electric shock, this plug is intended to fit into a polarized outlet only one way. If the plug does not fit fully in the outlet, reverse the plug. If it still does not fit, contact a qualified electrician. Do not attempt to modify the plug in any way.

Detachable Cord Instructions

CAUTION: A short detachable power-supply cord is provided to reduce the risk of personal injury resulting from becoming entangled in or tripping over a longer cord.

The cord is designed to break away from the Deep Fryer quickly and smoothly to prevent the unit from tipping over when someone unintentionally pulls on the cord.

This detachable cord is designed for use with this designated Deep Fryer only. Do not try using it on any other appliance.

WARNING: Serious hot-oil burns may result from a deep fat fryer being pulled off a countertop. Do not allow the cord to hang over the edge of the counter where it may be grabbed by children or become entangled with the user.

Do not use with an extension cord.

Electric Power

If the electrical circuit is overloaded with other appliances, your appliance may not operate properly. It should be operated on a separate electrical circuit from other appliances.

Getting To Know Your Edison™ EDDF5NS Deep Fryer

Before using your Deep Fryer for the first time, you must become familiar with all of the parts. Read all instructions and safeguards carefully.

PRODUCT MAY VARY SLIGHTLY FROM ILLUSTRATIONS.

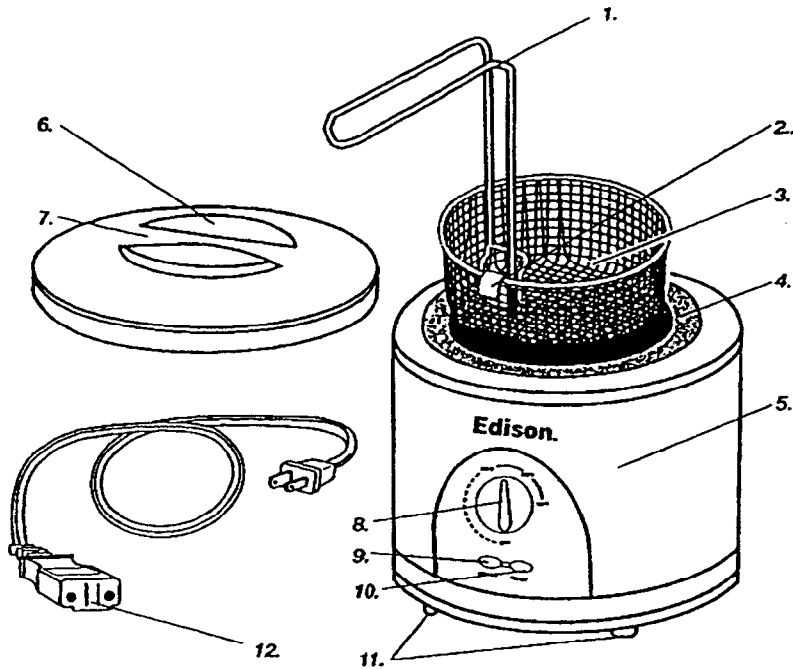
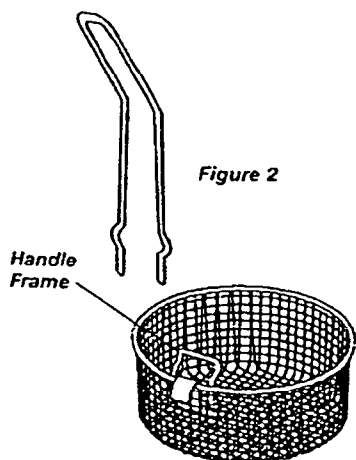


Figure 1

- | | |
|---|---------------------------------------|
| 1. Basket Handle (P/N 22140) | 6. Lid (P/N 22142) |
| 2. Basket Handle Hook | 7. Lid Handle |
| 3. Deep Fryer Basket (P/N 22141) | 8. Temperature Control Dial |
| 4. Deep Fryer Rim | 9. Red POWER Light |
| 5. Deep Fryer Body/
Non-Stick Oil Tank | 10. Green READY Light |
| | 11. Non-Skid Rubber Feet |
| | 12. Detachable Power Cord (P/N 22143) |

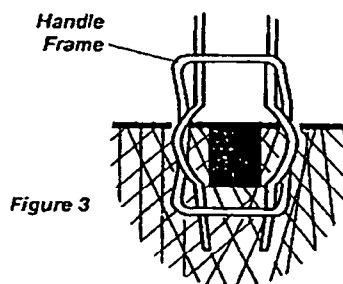
Basket Handle Assembly

The Basket Handle allows you to raise and lower the Basket in and out of the oil.



To Attach Handle to Basket

1. Hold Handle over Basket as shown. Gently squeeze the arms of the Handle so they fit into the Handle Frame on the Basket. Fit the arms into the Frame until it fits underneath both sides. (See Figure 2.)
2. Make sure the arms are securely locked into place. (See Figure 3.)



Before Using Your Deep Fryer For The First Time

1. Wash the Deep Fryer Basket in hot, soapy water.
 2. Hand wash the Non-Stick Oil Tank and Lid with hot, soapy water. Refer to User Maintenance Instructions for proper cleaning guidelines. Rinse and dry well.
 3. Use a damp paper towel to clean the outside of the Deep Fryer. Towel dry.
- WARNING: DO NOT IMMERSE THE DEEP FRYER IN WATER OR ANY OTHER LIQUID.**
4. Read the Owner's Manual carefully and completely before using the Deep Fryer to become familiar with the parts and features.

Instructions For Use

1. Place the Deep Fryer on a flat level surface, approximately 2 feet from a standard 120V AC electrical outlet. **DO NOT** let the cord hang over the edge of the table or countertop.
2. Remove the Lid and Fryer Basket and set aside.
3. Pour liquid cooking oil (corn, vegetable, peanut, etc.) into the Deep Fryer's Non-Stick Oil Tank. Fill with oil to a level between the MIN (2 cups) and MAX (3-1/8 cups) markings on the inside of the Oil Tank. **DO NOT under-fill or over-fill the Oil Tank.**

NOTE: NEVER MIX 2 DIFFERENT TYPES OF OIL AND/OR FAT.

4. Connect the Detachable Power Cord to the Receptacle at the back of the Deep Fryer Body. (See Figure 4.) Plug the Deep Fryer into a standard 120V AC electrical outlet. Both the red POWER Indicator Light and the green READY Indicator Light will illuminate.

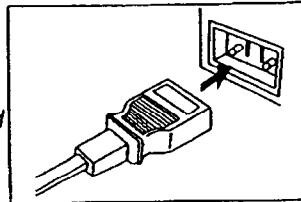


Figure 4

5. Replace the Lid.
6. Turn the Adjustable Control Dial to the desired frying temperature: 250°F, 325°F or 400°F.

NOTE: Oil may make a "popping" sound inside the Deep Fryer as the oil heats. This is normal.

7. When the desired temperature is reached, the Green READY Indicator Light will turn OFF. The Deep Fryer is now ready for use.
8. Wearing a protective oven mitt, grasp the Lid Handle and lift the Lid from the Deep Fryer, set aside.
9. Grasp the empty Basket by the Handle and rest the Fryer Basket on the side of the Deep Fryer by placing the Handle Hook over the rim of the Deep Fryer Body.
10. Fill the Fryer Basket with food, never filling more than 1/2 full.

NOTE: Do not place batter-coated foods directly into the Deep Fryer Basket. See Cooking Batter-Coated Foods section of this Owner's Manual for an alternate deep frying procedure.

Instructions For Use (Con't)

11. Wearing a protective oven mitt, carefully lift Fryer Basket from rim of Deep Fryer and lower into the bottom of the Oil Tank. When the Fryer Basket is lowered into hot oil, all food should be immersed. Cook food according to package or recipe time.

CAUTION: Take care to avoid any spattering oil which may result from the food being placed into the hot oil. Do not touch any interior part of the Deep Fryer or the oil as they are hot!

CAUTION: This appliance is designed to fry foods with the Lid OFF. Use the Lid when preheating cooking oil ONLY. Make sure the Lid is removed when frying foods.

WARNING: This appliance generates heat and escaping steam during use. Use proper precautions to prevent the risk of burns, fire, or other injury to persons or damage to property.

12. Allow food to cook. As the Deep Fryer cooks the food and the temperature of the oil decreases, the green READY Indicator Light will turn ON as necessary to maintain the proper cooking temperature of the oil. See Cooking Chart section in this Owner's Manual for sample cooking times and temperatures.

13. You may watch the progress of the fried foods and raise the Basket up out of the oil to inspect brownness of the food.

CAUTION: Use oven mitts when handling hot materials.

14. At the end of the desired cooking time or when you see that food is cooked to the desired doneness, wearing a protective oven mitt, grasp the Basket Handle and lift the Fryer Basket of food from the hot oil. Carefully hang the Basket Handle Hook on the rim of the Deep Fryer Body.

CAUTION: DO NOT touch Basket wires as they are very hot!

15. Allow cooked foods to drain for 30 seconds. Carefully tip the Deep Fryer Basket and remove the cooked foods onto a plate covered with absorbent paper towels.

NOTE: To prevent early degradation of the oil, do not add salt or other spices to the food during frying or when the food is draining above the oil.

16. To continue to fry additional batches of food, replace Basket Hook onto rim of Deep Fryer Body. Carefully place food to be fried into the Fryer Basket, never filling more than 1/2 full. When the green READY Indicator Light goes out, continue to deep fry another batch of food.

Instructions For Use (Con't)

17. When all cooking is complete, turn the Temperature Control Dial to the OFF position. Remove the Detachable Power Cord by carefully unplugging it from the wall outlet, then detaching it from the Deep Fryer's Receptacle.
18. Allow oil to cool completely before removing it from the Deep Fryer.

CAUTION: Oil will remain hot for an extended period of time. Be sure all parts of the Deep Fryer and the oil have cooled completely before discarding or storing oil and cleaning the unit. DO NOT pour oil from the Deep Fryer without first removing Basket from the Deep Fryer Body.

NOTE: DO NOT pour used oil down any household drain. Discard used oil in a container with a lid and dispose in the garbage.

Cooking Batter-Coated Foods

Batter-coated foods cook best when placed directly into the pre-heated oil rather than into the Basket. Lower the Basket into the hot oil before placing foods into the oil. This will prevent any foods from sinking to the bottom where they would be difficult to retrieve.

1. Remove the Lid and assembled Fryer Basket and set aside.
2. Pour liquid cooking oil (corn, vegetable, peanut, etc.) into the Deep Fryer's Non-Stick Oil Tank. Fill with oil to a level between the MIN (2 cups) and MAX (3-1/8 cups) markings on the inside of the Oil Tank. **DO NOT under-fill or over-fill the Oil Tank.**

NOTE: NEVER MIX 2 DIFFERENT TYPES OF OIL AND/OR FAT.

3. Connect the Detachable Power Cord to the Appliance Receptacle. Plug the Deep Fryer into a standard 120V AC electrical outlet. Both the red POWER Indicator Light and the green READY Indicator Light will illuminate.
4. **Lower the Fryer Basket into the oil before pre-heating.** Preheat oil with Lid removed.
5. Turn the Adjustable Control Dial to the desired frying temperature: 250°F, 325°F or 400°F.

NOTE: Oil may make a "popping" sound inside the Deep Fryer as the oil heats. This is normal.

6. While oil is heating, coat food with batter.
7. When the desired temperature is reached, the Green READY Indicator Light will turn OFF. The Deep Fryer is now ready for use.
8. Wearing a protective oven mitt, use metal tongs to CAREFULLY place batter-coated foods into hot oil inside Tank. Allow enough room around each piece to cook the food properly.

CAUTION: Take care to avoid any spattering oil which may result from the food being placed into the hot oil. Do not touch any interior part of the Deep Fryer or the oil as they are hot!

9. Fry food following steps 12 through 15 in the Instructions For Use section of this Owner's Manual.
10. To continue to fry additional batches of food, remove Basket from oil and clean any fried bits from the oil. Lower Basket into Oil Tank. When the green READY Indicator Light goes out, continue to deep fry another batch of battered food.
11. Follow steps 17 through 18 in the Instructions For Use section of this Owner's Manual and complete deep frying.

User Maintenance Instructions

This Deep Fryer requires little maintenance. It contains no user-serviceable parts inside the Deep Fryer Body. Any servicing requiring disassembly other than cleaning must be performed by a qualified appliance repair technician.

WARNING: *Unplug Deep Fryer from wall outlet before cleaning.*

Cleaning Instructions

1. *Always unplug the appliance and let the appliance and oil cool down to room temperature before cleaning.*

CAUTION: *Do not immerse any part of the Deep Fryer Body in water or other liquid. Doing so could permanently damage the product.*

2. *Drain the oil from the Deep Fryer Oil Tank into a suitable container.*
3. *Using a soft, damp, soapy sponge or cloth, wipe the Non-Stick Oil Tank and Lid. Then rinse using a clean sponge or cloth.*
4. *You may wash the Deep Fryer Basket by hand or in the dishwasher. Dry all parts thoroughly.*
5. *Ensure both the Lid and Oil Tank are completely dry after washing and before use. DO NOT wash Lid in dishwasher.*
6. *The Deep Fryer Body can be wiped clean with a soft, slightly damp cloth or sponge.*

Storing Instructions

Unplug the unit from the wall outlet and clean all parts. Be sure all parts are dry before storing. Store appliance in its box or in a clean, dry place. Never store it while it is hot, wet or still plugged in. Never wrap Power Cord around the appliance.

Helpful Hints

Frying

- Fry more batches of smaller amounts of food. Best results are obtained when the hot oil can freely circulate all around the food.
- In general, pre-cooked foods require higher temperatures and less cooking time.
- Cut or sort food into uniform sizes. Cook same-size pieces together so they will be cooked in the same amount of time.
- Be sure foods are free from ice crystals and excess moisture before frying. Water on the surface of the food can cause the oil to spatter and foam.
- When using a breading, evenly coat the food to be fried. Fine, uniform crumbs stick better than coarse, uneven ones. Shake off all extra breading to help keep oil clean.
- Space coated foods so they do not touch while cooking.
- For best results when frying doughs or foods dipped in a liquid batter, make sure the Basket has been lowered into the hot oil before placing foods into the oil. This will prevent any foods from sinking to the bottom where they would be difficult to retrieve.

Oil

- Never over-fill or under-fill the Deep Fryer with oil. MINimum and MAXimum oil amounts are marked on the inside of the Oil Tank.
- Store clean or strained oil in Deep Fryer Oil Tank for only short amounts of time. Transfer oil to a covered container once cooled. Store oil in the refrigerator.
- When frying fish or seafood, the oil may absorb a "fishy" taste. To eliminate transferring this "fishy" taste to other foods, we suggest changing the oil before frying other foods.

Trouble Shooting

Symptom	Possible Solutions
Deep Fryer does not operate	<ul style="list-style-type: none">■ Make sure the detachable power supply cord is properly attached to the Receptacle.■ Make sure the polarized plug is properly plugged into a 120V AC outlet.
Oil temperature too high	<ul style="list-style-type: none">■ Not enough oil; no oil in Oil Tank. Unplug Deep Fryer and check oil level. Oil level should be between MIN and MAX fill lines. Add oil as necessary.
Oil bubbles over	<ul style="list-style-type: none">■ Too much oil in Deep Fryer Oil Tank. Do NOT fill above MAX fill line.■ Too much food. Fry smaller quantities at a time.■ Food is too wet. Pat dry with paper towels before placing in Basket.
Food tastes greasy or not crisp	<ul style="list-style-type: none">■ Using wrong type of oil. Use a high-quality oil such as vegetable, canola or corn.■ Too much food cooked at the same time. Cook smaller amounts of food — especially frozen foods.■ Frying temperature is too low. Allow unit to preheat or reheat to the desired temperature prior to use.
Emitting unpleasant odors	<ul style="list-style-type: none">■ Oil is deteriorated. Change oil as needed.

The following Cooking Chart is intended as a guide only. The quantity of food fried at one time may alter the total cooking time necessary.

Remember, frying smaller batches will result in better cooking times and a higher food quality. Adjust cooking temperature and cooking time as necessary to your taste.

Deep Fryer Cooking Chart

Onion Rings (Frozen)	400°F	2 to 4 minutes
Fish Fillets (Fresh)	400°F	5 to 8 minutes
French Fries (Frozen)	400°F	3 to 6 minutes
French Fries (Fresh)	400°F	5 to 7 minutes

NOTE: The United States Department of Agriculture recommends that meat and poultry be cooked to the following internal temperatures to be sure any harmful bacteria has been killed. Ground turkey and chicken should be cooked to an internal temperature of 165°F and ground beef, veal, lamb and pork be cooked to an internal temperature of 160°F. Chicken and turkey should be cooked to an internal temperature of 170°F for white meat and 180°F for dark meat. Goose and duck should be cooked to an internal temperature of 180°F. Fresh beef, veal, lamb, etc. should be cooked to an internal temperature of at least 145°F. Fresh pork should be cooked to an internal temperature of at least 160°F. When reheating meat and poultry products, they should also be cooked to an internal temperature of 165°F.

NOTE: Frozen foods may require different cooking times and temperatures; follow package directions. Remember, never fill the Deep Fryer Basket more than half full and remove ice crystals from frozen foods before placing in the hot oil.

Recipes

BATTERS AND COATINGS

Please consult the Cooking Batter-Coated Foods section of this manual for recommended deep-frying procedures when frying battered foods.

Beer Batter

A light batter good on fish and chicken.

*1 cup all-purpose flour
3/4 cup flat beer
1/4 cup cornstarch
2 eggs, lightly beaten
1/4 teaspoon cayenne pepper
2 tablespoons vegetable oil
1 teaspoon garlic salt*

Lower Basket into oil before preheating. Combine all dry ingredients. Add liquid ingredients and mix well. Allow batter to chill in refrigerator for at least 1 hour before coating fish or chicken. Dip food in batter and place into oil using a heat-resistant metal spoon.

Crispy Batter

A thicker batter good on meats, fish, poultry and vegetables.

*3/4 cup all-purpose flour
1 cup water
1/4 cup cornstarch
dry bread crumbs, fine-dry
2 teaspoons baking powder (plain or seasoned)
1 teaspoon salt*

Combine all dry ingredients, except bread crumbs. Add water and mix until smooth. Dip food in batter and then coat with bread crumbs. Place into raised Basket. Lower Basket into oil.

Flour Coating

A plain coating good on meats, fish and poultry.

1/2 cup all-purpose flour

1 teaspoon salt

1/4 teaspoon pepper

Combine all ingredients together. Coat food and place in Basket. Lower Basket into oil. For flavor variation, add 1/2 teaspoon dried thyme, tarragon, basil, poultry seasoning, or 1 teaspoon curry powder to flour mixture.

Vegetable Fritters

2 tablespoons cup bread crumbs, fine-dry

2/3 cups fresh vegetables:

*carrots, mushrooms, green and red peppers, zucchini,
sliced into 1/4 inch thick, 2-inch long pieces*

1-1/2 teaspoons Parmesan cheese

1/4 teaspoon onion salt

1/8 teaspoon garlic powder

1 egg white, lightly beaten

1-1/2 teaspoons water

Preheat oil to 400°F. Combine dry ingredients, set aside. Combine liquid ingredients. Dip vegetables into liquid mixture and then coat with dry mixture. Place into raised Basket. Lower Basket into oil. Cook 3 to 5 minutes or until done. Serve with ranch-flavored dressing or sprinkle with powdered sugar.

Makes 2/3 cups.

French Fries

*2 potatoes, peeled and cut into 3/8 inch wide strips
salt to taste*

Preheat oil to 400°F. Pat potatoes dry. Place potatoes in Basket. Lower Basket into oil. Cook 5 to 7 minutes or until done. Season with salt while still warm.

Makes 2 servings.

Cottage Fries

*2 potatoes, thinly sliced (1/16 - 1/8 inch)
seasoned salt to taste*

Preheat oil to 400°F. Pat potatoes dry. Place sliced potatoes in raised Basket. Lower Basket into oil. Cook 4 to 6 minutes or until done. Sprinkle with seasoned salt while still warm.

Makes 2 servings.

Chicken Croquettes

1 (5 ounce) can cooked chicken, drained
1/4 cup onion, finely chopped
2 teaspoons butter
1 tablespoon all-purpose flour
2 tablespoons chicken broth
1-1/2 tablespoons milk
1 teaspoon dried parsley
1 teaspoon lemon juice
2 tablespoons breadcrumbs
1/8 teaspoon salt
1/8 teaspoon pepper
pinch paprika
pinch nutmeg*

*1/4 cup bread crumbs, dry-fine
2 tablespoons egg substitute
1/2 teaspoon water*

**Or substitute any other pre-cooked meat or seafood.*

Combine chicken and onion, set aside. In a saucepan, melt butter, add flour and blend until smooth. Add chicken broth and milk. Cook until thick. Remove from heat. Stir in parsley, lemon juice, salt, pepper, nutmeg and paprika. Add chicken mixture and mix well. Chill at least 1 hour.

Preheat oil to 400°F. Roll chicken mixture into 1 to 1-1/2 inch balls. Mix egg and water. Dip each ball into egg mixture and roll in bread crumbs. Place in raised Basket. Lower Basket into oil. Cook 2 to 3 minutes or until done.

Makes 9 balls.

Fried Chicken Tenders

*1/2 cup all-purpose flour
1/4 teaspoon salt
1/8 teaspoon pepper
2 tablespoons egg substitute
1/4 cup milk
1/2 lb. chicken breast tenders*

Lower Basket into oil before pre-heating. Preheat oil to 400°F. Combine all dry ingredients together. Combine all liquid ingredients together. Dip 2 chicken breast tenders into liquid mixture and then flour mixture. Repeat. Using a heat-resistant metal spoon, place chicken tender into oil. Cook 4 to 6 minutes or until done. Repeat for remaining chicken breast tenders. Serve with milk gravy.

Makes 2 servings.

Pork Chops

*1/3 cup all-purpose flour
2 tablespoons cornstarch
1 teaspoon baking powder
1/2 teaspoon salt
1/2 cup water
2 pork loin rib-eye chops, 1/2-inch thick
1 cup bread crumbs, dry-fine*

Lower Basket into oil before pre-heating. Preheat oil to 400°F. Combine first 5 ingredients until smooth. Dip pork chops into batter, coating thoroughly. Then, coat with bread crumbs. Use a heat-resistant metal spoon to place pork chops into oil. Repeat for remaining pork chops. Cook 8 to 10 minutes or until done.

Makes 2 servings.

Rolling Egg Rolls Using Won Ton Wrappers

1. Place wrapper on counter in a diamond shape. Orient the wrapper so that the inside corner is facing you.
2. Moisten all corners with water.
3. Spoon filling just below the center of the wrapper. (Figure 1)
4. Fold top of diamond over the filling, gently tucking it under the filling. Roll to midway point between the left and right points. (Figure 2)
5. Fold left and right side corners toward the center. (Figure 3)
6. Moisten bottom corner with water. Complete rolling the eggroll away from you, over the moistened corner until sealed. (Figure 4)

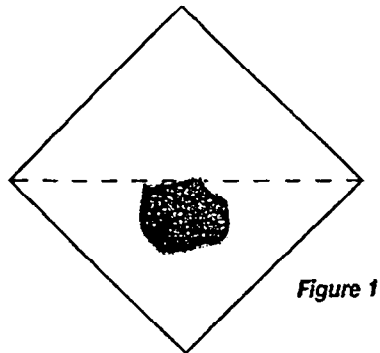


Figure 1

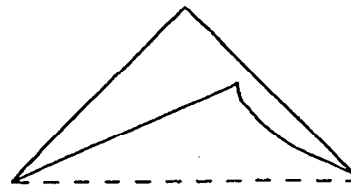


Figure 2

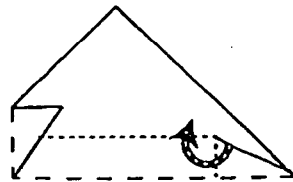


Figure 3

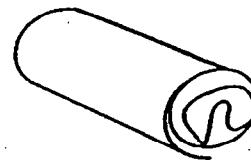


Figure 4

Mini Egg Rolls

2 oz. ground lean pork
1 oz. salad shrimp, fresh or frozen, chopped
1 tablespoon water chestnuts, finely chopped
1 tablespoon green onions, finely chopped
1/2 teaspoon soy sauce
1/8 teaspoon salt
won ton wrappers

Preheat oil to 400°F. Combine pork and shrimp. Add remaining ingredients and mix well. Place 2 teaspoons of mixture in the middle of won ton wrappers. Follow instructions for rolling egg roll. Place in Basket. Lower Basket into oil. Turn halfway through cooking time. Cook 4 to 6 minutes or until done.

Makes 6 egg rolls.

Samosas

1-1/2 teaspoons vegetable oil
1 medium tomato, chopped
1/2 cup onion, chopped
1 teaspoon salt
1 teaspoon ginger, grated
1/2 cup peas, cooked
1 teaspoon garlic powder
16 ounce package egg roll wrappers
1 teaspoon curry powder
1/2 lb. ground beef

Preheat oil to 340°F. Sauté onion in oil until browned. Add ginger, garlic and curry powder. Cook for 2 minutes. Add ground beef, tomato and salt, cook until beef is done. Stir in peas and allow to cool. Place 2 teaspoons of mixture in the middle of egg roll wrapper. Follow instructions (on previous page) for rolling egg roll wrappers. Place in Basket. Lower Basket into oil. Turn halfway through cooking time. Cook 3 to 6 minutes or until done.

Makes 8 samosas.

French Fried Seafood

*1/2 lb. shrimp or 1/2 lb. fish fillets
1/4 cup all-purpose flour
2 teaspoons salt
1/8 teaspoon pepper
1 egg, lightly beaten
1/2 cup bread crumbs, dry-fine*

Preheat oil to 400°F. Combine flour, salt, and pepper. Dip seafood in flour mixture, then into eggs. Coat with bread crumbs. Lower Basket into oil. Using a heat-resistant metal spoon, place fish into oil. Cook 2 to 8 minutes or until done.

Makes 2 servings.

Crispy Fish Sticks

*1/2 lb. fish fillets, skinless-fresh or frozen-thawed
1/4 cup all-purpose flour
1/2 teaspoon salt
1/4 tsp. pepper
2 eggs, lightly beaten
1 cup bread crumbs, dry-fine*

Lower Basket into oil before pre-heating. Preheat oil to 325°F. Cut fish into 1 inch strips. Combine flour, salt, and pepper. Dip seafood in flour mixture, then into eggs. Coat with bread crumbs. Using a heat-resistant metal spoon, place fish into oil. Cook 3 to 5 minutes or until done.

Makes 2 servings.

Smoochies

1 can of 6 refrigerated Pillsbury® Buttermilk Biscuits

20 pieces chocolate candy kisses

1/4 cup powdered sugar

Preheat oil to 400°F. Separate dough into 6 biscuits. Cut each biscuit in half and flatten. Place 1 chocolate kiss in the center of each and pull edges up and around candy kiss to seal tightly. Roll between palms until all seams are sealed, making a ball. Place smoochies into raised Basket. Lower Basket into oil. Cook 2 to 4 minutes, turning halfway through cooking time, or until done. Dust with powdered sugar while still warm.

Makes 12 pieces.

LIMITED ONE YEAR WARRANTY

Warranty: This Edison[™] product is warranted to be free from defects in materials or workmanship for a period of (1) year from the original purchase date. This product warranty covers only the original consumer purchaser of the product.

Warranty Coverage: This warranty is void if the product has been damaged by accident in shipment, unreasonable use, misuse, neglect, improper service, commercial use, repairs by unauthorized personnel, normal wear and tear, improper assembly, installation or maintenance abuse or other causes not arising out of defects in materials or workmanship. This warranty is effective only if the product is purchased and operated in the USA, and does not extend to any units which have been used in violation of written instructions furnished with the product or to units which have been altered or modified or to damage to products or parts thereof which have had the serial number removed, altered, defaced or rendered illegible.

Implied Warranties: ANY IMPLIED WARRANTIES WHICH THE PURCHASER MAY HAVE ARE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF PURCHASE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Warranty Performance: During the above one-year warranty period, a product with a defect will be either repaired or replaced with a reconditioned comparable model (at our option) when the product is returned to the Repair Center, or the purchase price refunded. The repaired or replacement product will be in warranty for the balance of the one-year warranty period and an additional one-month period. No charge will be made for such repair or replacement.

Service and Repair: Should the appliance malfunction, you should first call toll-free 1 (800) 947-3744 between the hours of 9:00 am and 5:00 pm Central Standard Time and ask for CONSUMER SERVICE stating that you are a consumer with a problem. Please refer to model number EDDFNS when you call.

In-Warranty Service (USA): For an appliance covered under the warranty period, no charge is made for service or postage. Call for return authorization 1 (800) 947-3744.

Out-of-Warranty Service: A flat rate charge by model is made for out-of-warranty service. Include \$8.00 (U.S.) for return shipping and handling. We will notify you by mail of the amount of the charge for service and require you to pay in advance for the repair or replacement.

For Products Purchased in the USA, but Used in Canada: You may return the product insured, packaged with sufficient protection, and postage and insurance prepaid to the USA address listed below. Please note that all customs duty / brokerage fees, if any, must be paid by you and we will require you to pay the cost of customs duty / brokerage fees to us in advance of our performing any service.

Risk During Shipment: We cannot assume responsibility for loss or damage during incoming shipment. For your protection, carefully package the product for shipment and insure it with the carrier. Be sure to enclose the following items with your appliance: any accessories related to your problem, your full return address and daytime phone number, a note describing the problem you experienced, a copy of your sales receipt or other proof of purchase to determine warranty status. C.O.D. shipments cannot be accepted.

To return the appliance, ship to:

Attn: Repair Center
708 South Missouri Street
Macon, MO 63552

To contact us, please write to or call:

P.O. Box 6916
Columbia, MO 65205-6916
1 (800) 947-3744

Limitation of Remedies: No representative or person is authorized to assume for us any other liability in connection with the sale of our products. There shall be no claims for defects or failure of performance or product failure under any theory of tort, contract or commercial law including, but not limited to negligence, gross negligence, strict liability, breach of warranty and breach of contract. Repair, replacement or refund shall be the sole remedy of the purchaser under this warranty, and in no event shall we be liable for any incidental or consequential damages, losses or expenses. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Legal Rights: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

P/N 61188

Edison[™] is a trademark of McGraw-Edison Company, Houston, Texas
Printed in China

v.1 11/02

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the Matter of Trademark
Registration No. 2,324,402**

Mark: LEDISON

-----X		
McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	
	:	Cancellation No. 92,042,545
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
-----X		

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ATTN: TRADEMARK TRIAL AND APPEAL BOARD

EXPRESS MAIL CERTIFICATE

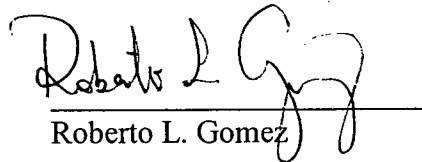
EXPRESS MAIL MAILING LABEL NO. EV 485974791 US
DATE OF DEPOSIT: December 30, 2004

The undersigned hereby certifies that the following papers are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above in an envelope addressed to the Commissioner for Trademarks, P.O. box 1451, Alexandria, VA 22313-21451:

- (1) Petitioner's Motion to Substitute Cooper Industries, Inc. as the Petitioner (including 1 exhibit);
- (2) Petitioner's Motion for Summary Judgment;
- (3) Petitioner's Memorandum of Law In Support of Motion for Summary Judgment;

- (4) Declaration of Glenn Siegel, Director of Marketing and Product Development at the Cooper Lighting division of Cooper Industries, Inc., including exhibits;
- (5) Declaration of Kathryn Barrett Park, Trademark Counsel of General Electric Company and including an exhibit;
- (6) Declaration of Carolyn M. Coley, Marketing Manager for Salton, Inc., including exhibits;
- (7) Declaration of Terrance Helz, Corporate Secretary, Cooper Industries, Inc., including exhibits;
- (8) Declaration of Joshua S. Broitman, including exhibits;
- (9) Certificate of Express Mailing for all of the foregoing documents, dated December 30, 2004, Label No. EV 485974791 US; and
- (10) Return Receipt Postcard

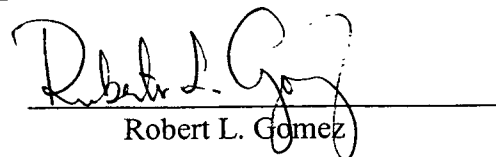
December 30, 2004
Date


Roberto L. Gomez

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **CERTIFICATE OF EXPRESS MAILING** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002
Attorney for Registrant
Mule Lighting, Inc.


Robert L. Gomez

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the Matter of Trademark
Registration No. 2,324,402**

Mark: LEDISON

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McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	
	:	Cancellation No. 92,042,545
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
<hr style="border-top: 1px solid black;"/>	X	

DECLARATION OF TERRANCE HELZ

TERRANCE HELZ declares pursuant to 37 C.F.R. §2.20 and 28 U.S.C. §1746:

1. I am the Corporate Secretary of Cooper Industries, Inc., ("Cooper") Houston, Texas. I am competent to make this declaration and, except as otherwise stated, the facts contained in this declaration are based upon my personal knowledge and my review of the corporate records of Cooper and Petitioner, and their predecessors-in-interest.

2. During his lifetime, Thomas Edison and his company, Thomas A. Edison, Incorporated, marketed diverse lines of industrial power equipment and consumer electronics and electrical home appliances under the brands "Thomas A. Edison" and "Edison" (the "EDISON Trademarks").

3. In connection with the products described in ¶2, Thomas Edison also granted certain power generation and light companies throughout the United States the

right to use his name in their corporate names, or in connection with certain products, such as General Electric's "GE EDISON" light bulbs.

4. Thomas A. Edison assigned the rights for the use for commercial purposes of the name "EDISON" and "THOMAS A. EDISON", his signature and all portraits, photographs and pictures of himself, including the EDISON Trademarks, to his company Thomas A. Edison, Incorporated. Attached as **Exhibit 1** is a true and accurate copy of an Assignment, dated November 24, 1930, from Thomas A. Edison to Thomas A. Edison, Incorporated.

5. In 1957, pursuant to an agreement with McGraw Edison Company of Elgin, Illinois ("McGraw-Edison-Elgin"), Thomas A. Edison, Incorporated sold all of its assets and property (except certain cash reserves), including the EDISON Trademarks, to McGraw-Edison-Elgin. Attached as **Exhibit 2** is a true and accurate copy of an Agreement dated October 10, 1956 between Thomas A. Edison, Incorporated and McGraw-Edison-Elgin. Attached as **Exhibit 3** is a true and accurate copy of a Bill of Sale dated January 2, 1957 between Thomas A. Edison, Incorporated and McGraw-Edison-Elgin.

6. In 1985, McGraw-Edison-Elgin became a subsidiary of CI Acquisition Company. CI Acquisition Company was a subsidiary of Cooper. Attached as **Exhibit 4** is a true and accurate copy of an Agreement and Plan of Merger dated March 29, 1985 between Cooper, McGraw-Edison-Elgin and CI Acquisition Company.

7. In May 1986, McGraw-Edison-Elgin merged into the CI Acquisition Company. Attached as **Exhibit 5** is true and accurate copy of a Certificate of Ownership

and Merger dated May 29, 1986 merging McGraw-Edison-Elgin and CI Acquisition Company.

8. Cooper changed the name of one of its subsidiaries, Cooper Bussman, Inc., to McGraw-Edison Company (the petitioner in this case, "McGraw-Edison"). Certain assets of CI Acquisition Company, which included the EDISON Trademarks, were thereafter sold to McGraw-Edison. Attached as **Exhibit 6** is a true and accurate copy of a Bill of Sale dated May 30, 1986 between CI Acquisition Company and McGraw-Edison.

9. On December 1, 2004, McGraw-Edison was merged into Cooper. Attached as **Exhibit 7** is a true and accurate copy of the Certificate of Ownership and Merger merging McGraw-Edison Company into Cooper Industries, Inc. dated December 1, 2004.

10. Cooper is the present owner of the EDISON Trademarks, including the rights to the trademarks "THOMAS A. EDISON" (in block letter and signature formats and logos representing his likeness) and "EDISON" for a variety of consumer and electronic products, including electric switches and relays, indoor and outdoor electric light fixtures, and circuit protection devices.

11. Since at least 1958, McGraw-Edison-Elgin and, later, McGraw-Edison have used the EDISON Trademarks in connection with the marketing of electrical and electronic products.

12. In recent years, McGraw-Edison has used the EDISON Trademarks through its licensees, including Toastmaster, Inc. ("Toastmaster") and Cooper Lighting, Inc. ("Cooper Lighting"). Since at least August 1980, Toastmaster has marketed electric

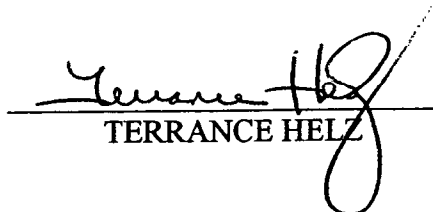
home appliances, including electric fans, humidifiers and air conditioners, under the EDISON Trademarks. Cooper Lighting is a wholly owned subsidiary of Cooper and uses the EDISON Trademarks in connection with electric lighting fixtures.

13. Another subsidiary of Cooper, Cooper Power Systems, Inc., uses the EDISON Trademarks in connection with computer hardware and software directed to the power systems market. In connection with this use, Cooper owns and operates the Thomas A. Edison Technical Center in Franksville, Wisconsin, an internationally recognized laboratory devoted to the research and development of electric power technology.

14. Cooper is engaged in developing new licensing opportunities for the EDISON Trademarks, and in protecting these rights against unauthorized use. Apart from the U.S. marketing activities, Cooper recently began construction of a "Thomas A. Edison Research and Development Center" in Shanghai, China. Among other objects, Cooper and its affiliates plan to develop new generations of EDISON brand products for world-wide distribution.

Pursuant to the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 15 day of December 2004.

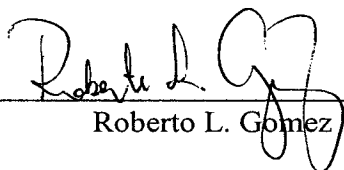

TERRANCE HELZ

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the
DECLARATION OF TERRANCE HELZ was served by hand delivery on:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*



Roberto L. Gomez

Call Address "Edison, New York"

From the Laboratory
of
Thomas A. Edison,
Orange, N. J.

November 24, 1930

To Thomas A. Edison, Incorporated
West Orange, New Jersey

I have devoted many years of my life to research, experiments and invention.

I am informed and believe that the capital invested in American industries based upon or substantially affected by my inventions and discoveries exceeds twenty billion dollars. I realize that the public has for a great many years associated my name with the industries based upon my inventions and discoveries and also with the articles of commerce manufactured by the companies in which I am interested. I do not wish my name to be used for commercial purposes indiscriminately by concerns with which I have had no association. I realize that it is not unusual for persons and industries to appropriate without authority the name and portrait of public and well known persons as part of their corporate names or as trade marks for their merchandise. I realize also that the public has placed faith and credit in the industries that use my name with my authority and in the articles of commerce manufactured by the companies in which I am interested. I desire,

ME01473

Thomas A. Edison, Incorporated

p-2

November 24, 1930

as completely as possible, to protect the industries which rightfully use my name, to justify the public's faith in my name in these industries, and to prevent, as far as I may be able to do so, the unauthorized commercial use of my name, portrait and signature.

I have heretofore conveyed to you by certain instruments in writing dated January 1, 1930, the physical property constituting the Edison Laboratory, so that research and experimental work such as I have begun and been associated with may be continued as nearly as possible as I have conducted it and any good will I have gained in connection therewith may be conserved and perpetuated.

I have also assigned or am about to assign to you all the copyrights registered in my name or owned by me of all photographs and portraits of myself.

In furtherance of these purposes, I, Thomas A. Edison, of West Orange, New Jersey, therefore assign, transfer and convey to you, Thomas A. Edison, Incorporated, a New Jersey corporation, having your principal office at West Orange, New Jersey, your successors and assigns, all the rights not heretofore conveyed, in and to the names EDISON and THOMAS A. EDISON for commercial purposes and for the promotion of research and inventions in whatever forms the same may be used, including my signature, which is now extensively used as a trade mark by you; and also my rights for the use for commercial purposes of all portraits, photographs

ME01474

Thomas A. Edison, Incorporated
p-3
November 24, 1930

and pictures of myself.

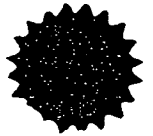
It is my desire that no persons or concerns, not duly authorized so to do, shall use my name, signature or portrait for commercial purposes unless permission be first obtained from you, your successors or assigns, and I trust that my wish will be respected, but if not I direct that unauthorized users of my name, signature or portrait be vigorously prosecuted.

Witness my hand and seal this 24th day of
November, 1930.

Witness:

A handwritten signature in cursive script, appearing to read "J. M. ...", written over a horizontal line.

A handwritten signature in cursive script, clearly legible as "Thomas A. Edison", written over a horizontal line.



7-21-56

AGREEMENT BETWEEN

THOMAS A. EDISON, INCORPORATED

and

McGRAW ELECTRIC COMPANY

CONFIDENTIAL

AGREEMENT made between Thomas A. Edison, Incorporated, a New Jersey Corporation with its principal place of business at West Orange, New Jersey, hereinafter called "Edison" and McGraw Electric Company, a Delaware Corporation, with its principal place of business at Elgin, Illinois, hereinafter called "McGraw".

WHEREAS Edison is engaged in the business of owning and operating a manufacturing industry, producing and marketing a range of products, including dictating machines, batteries, instruments, medical gasses, juvenile furniture, and many others at West Orange and other locations, and throughout the United States and the world;

WHEREAS Edison desires to exchange the business, together with its related assets, for stock of McGraw; and

WHEREAS Edison's Board of Directors, subject to due approval of holders of more than two-thirds of its issued and outstanding voting stock, has duly authorized such exchange of Edison assets, in accordance with this agreement; and

WHEREAS at a duly convened meeting of the Board of Directors of McGraw, such acquisition of Edison's assets on the terms hereinafter set forth, was duly approved and authorized under the authority of McGraw's Certificate of Incorporation whereby McGraw is authorized to acquire and carry on this business in the manner herein specified.

IT IS THEREFORE AGREED:

1. Subject to the terms and conditions hereof, at the time of closing hereinafter referred to, Edison shall grant, convey, and assign to McGraw all its assets and properties of whatever kind and description, tangible and intangible, (including, without limitation, trade names, the company name, going concern value, and all instruments, documents, papers, books, and records of every kind except its minute book and stock record book), subject to the liabilities assumed by McGraw as set forth in paragraph 3. Such assets and properties shall include all Edison's assets as reflected on its balance sheet as of August 31, 1956 (Exhibit A hereto), subject to such changes and including such additions as have occurred and will occur in the ordinary course of its business between August 31, 1956 and the date of closing, except that Edison is authorized, prior to the closing date, to

(Handwritten initials and signatures)

call its outstanding preferred stock remaining after the recapitalization referred to in paragraph 2 hereof. Notwithstanding the foregoing, Edison may retain from such properties and assets such amount of cash as is provided in paragraph 4 hereof.

2. Concurrently with the transfer to McGraw of Edison's assets as provided in paragraph 1 hereof, McGraw shall issue to Edison 252,242-1/2 shares of its fully paid non-assessable voting common stock with original issue taxes paid, plus an additional one-half share of such McGraw common stock for each share of Edison class B common stock issued after October 10, 1956 (1) pursuant to the exercise of stock options granted by Edison prior to October 10, 1956 and (2) in exchange for preferred stock of Edison in accordance with a plan of recapitalization whereby Edison has offered or will offer to exchange three shares of its class B common stock for each share of its preferred stock. It is agreed that in lieu of issuing the required shares herein to the acquired corporation, they shall be issued in accordance with the direction of Edison, in one certificate to J. P. Morgan & Co., Incorporated, of New York, New York, as nominee for Edison and as exchange agent for distribution to the Edison shareholders entitled thereto, in accordance with the plan of reorganization and to facilitate the carrying out of the terms of this agreement. Notwithstanding the foregoing, McGraw may withhold from the number of shares of its common stock which would otherwise be issued, the number of shares provided for in paragraph 4 hereof.

3. Concurrently with the transfer of its assets by Edison to McGraw as provided in paragraph 1 hereof and the issuance by McGraw to Edison of the McGraw common stock as provided in paragraph 2 hereof, McGraw shall assume and discharge and shall indemnify Edison against all debts, liabilities, and obligations of Edison as shown on Edison's balance sheet as of August 31, 1956 (Exhibit A hereto), and in addition shall assume and discharge and shall indemnify Edison against all debts, obligations, and liabilities, which have arisen at any time, or which will arise in the ordinary course of its business prior to the date of closing, except (1) Edison's liabilities, if any, to its shareholders as such, and (2) expenses incurred or to be incurred by Edison in effecting the plan of reorganization set forth herein and in effecting the winding up and dissolution of Edison as provided in paragraph 6.

4. Edison shall retain from the properties and assets referred to in paragraph 1 hereof such amount of cash as it may deem sufficient to cover (1) its expenses of reorganization and dissolution and (2) payment to the holders of Dissenting Shares (as defined hereinafter) and the expenses of Edison in connection therewith.

"Dissenting Share" or "Dissenting shares" as used in this Agreement means the share or shares of Class A or Class B Common Stock of

CONFIDENTIAL



→ CE ⁻²⁻ Hester

ME 05634

Edison in respect of which the holders thereof have objected in writing to the transfer of assets of Edison provided for in paragraph 1 hereof and have demanded payment of the fair cash value thereof in accordance with the provisions of Section 14:3-5 of the General Corporation Laws of New Jersey and in respect of which at the time of closing such demand has not been effectively withdrawn.

Without the prior written approval of McGraw, Edison shall make no settlement or agreement with any shareholder as to the value of Dissenting Shares or permit a value of Dissenting Shares asserted by a shareholder to become final without adjudication thereof in proceedings conducted in good faith by Edison in consultation with McGraw.

McGraw shall withhold from the shares of Capital Stock which would otherwise be deliverable under paragraph 2 of this Agreement one-half (1/2) share of its Common Stock for each Dissenting Share of Edison Class A or Class B Common Stock. In the event that any holder of any Dissenting Shares should not become entitled to the payment of the value of his shares of Edison Common Stock pursuant to his demand therefor, then upon ascertainment of such fact, and if no payment has been made to such holder, McGraw shall deliver to Edison the additional shares of McGraw to which the holder of such shares of Edison shall be entitled unless such shares of McGraw shall have been previously delivered by McGraw to Edison.

Any cash remaining in Edison's hands after the payment of reorganization and dissolution expenses and payments to holders of Dissenting Shares shall be paid by Edison to McGraw.

5. McGraw shall take such steps as are necessary to increase its total authorized Common Shares from 3,000,000 shares of the par value of \$1 per share to 7,000,000 shares of the par value of \$1 and shall declare immediately after the closing date a stock dividend, payable not later than January 31, 1957, of one (1) share of its Common Stock for each share of its Common Stock then outstanding, it being the intention of the parties that each Common shareholder of Edison, other than holders of Dissenting Shares, shall receive upon dissolution of Edison as provided herein one (1) share of \$1 par value fully paid voting Common Stock of McGraw for each share of Class A or Class B Common Stock of Edison.

6. Edison agrees that as promptly as possible after the time of closing and after the receipt by it of the Common Stock of McGraw in exchange for its assets, as provided in paragraph 2 hereof, and including the shares received as a result of the stock dividend as provided in paragraph 5 hereof, to distribute all such Common Stock of McGraw among its shareholders other than holders of Dissenting Shares, in the proportion required by the Statutes of New Jersey and the Articles of Incorporation of Edison. Edison agrees that as promptly as practicable after the time of closing it

(JJP)

CE

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[Handwritten signature]

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will dissolve and wind up its affairs and will not engage directly or indirectly in any business whatsoever.

7. Edison agrees to change its name so that as of the date of closing its name shall no longer contain the word "Edison" or the words "Thomas A. Edison" or any words similar thereto. McGraw agrees prior to closing to change its name to "McGraw-Edison Company". Income and other tax returns and reports of Edison due until the date of dissolution shall be cleared with the Treasurer of McGraw, or his representative. McGraw shall have the benefit of, and shall perform all binding contracts and commitments made in the ordinary course of Edison's business which are outstanding on the date of closing, and shall indemnify Edison against liabilities under such contracts and commitments. This agreement will not be construed for the benefit of third parties. McGraw may decline assumption of any contract provided it saves Edison harmless from the consequences. Edison further agrees to provide McGraw with the written assurances of Charles Edison and Madeleine Edison Sloan that they have no present intention of marketing their McGraw shares publicly, and that their present intention is to hold such shares, when received, as an investment.

8. Edison warrants and represents the following:

(a) Its financial reports submitted to McGraw and made a part hereof, namely, the audited P. and L. and balance sheet as of December 31, 1955, and the unaudited P. and L. and balance sheet of August 31, 1956, which has been signed by Edison's President fairly reflect the condition of the Corporation in accordance with sound accounting practices and, except for non-accrual of the past service pension liability, there are known to be no liabilities of any substantial consequence, not reflected in the said statements.

(b) There have been no changes in its financial condition since August 31, 1956, except those that have taken place in the ordinary course of business.

(c) Edison's Board has duly authorized the execution of this agreement; a copy of the minutes thereof shall be certified and filed with McGraw, and upon due approval by the shareholders, a rider to this document shall be supplied and counter signed by Edison's Secretary, duly evidencing Edison's shareholder actions.

(d) No finder's fees are involved in this transaction.

9. Edison represents the following:

(a) All tax returns required to be filed have been duly prepared and filed, and taxes shown thereon to be payable, have been duly paid. Edison's

CONFIDENTIAL

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Federal Income and Excess Profits Tax Returns have been audited through December 31, 1954.

(b) There is no known or threatened litigation, action, proceeding, strike, lockout, or labor dispute, of any substantial consequence.

(c) Neither the corporation nor its officers and directors is a party to or the present subject of, or concerned in, any investigation, hearing or proceeding by or before any governmental agency, authority, or board.

(d) Edison has the following wholly-owned subsidiaries:

The following are New Jersey Corporations: Edison Wood Products, Incorporated, Measurements Corporation, Thomas A. Edison International Corporation, Pohatcong Railroad Company, Dictating Machine-Voice Writer Company.

Also: Thomas A. Edison, Limited, a British Corporation; Thomas A. Edison of Canada, Limited, a Canadian Corporation; Measurements Corporation of Canada, Limited, a Canadian Corporation which is a subsidiary of Thomas A. Edison of Canada, Limited.

10. Edison hereby covenants with McGraw that subject to exceptions mutually approved in writing, pending the closing:

(a) Its business will be conducted only in the ordinary course.

(b) No dividend, other than the regular dividend of 35¢ per share to holders of both classes of its Common Stock and \$1.62-1/2 to holders of its Preferred Stock (or such portion thereof as may be due upon the call of the Preferred Shares) to be paid in December, 1956, nor other distribution or payment will be declared or paid with respect to its capital stock, and it will not redeem, purchase, or otherwise acquire any such stock, except as allowed in paragraphs 1, 2, and 4.

(c) It will make no changes in any of its contracts or commitments, except as such changes occur in the ordinary course of business.

(d) It will make no new contracts or commitments for the purchase and sale of merchandise, materials, and supplies, except contracts in the ordinary course of business.

(e) It will make no unusual expenditures for any alterations, additions, or improvements, except as to commitments outstanding as of date of this agreement, to any of its property.

(f) It will make no salary changes or bonus arrangements of any kind other than in accordance with past consistent practices.

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(JJD) CE [Signature] [Signature]

ME 05637

(g) It will make available to McGraw for examination all its properties, books of account, minute books, deeds, title papers, insurance policies, contracts, tax returns, records, and documents of every character and shall permit McGraw and its agents, accountants, attorneys, and engineers to have access to the same at all reasonable times, and shall supply information requested by McGraw and its representatives.

11. McGraw represents the following:

(a) It is a corporation duly organized and existing under the laws of the State of Delaware, with outstanding capital stock as of this date consisting of 2,285,000 shares of Common Stock of \$1 par value per share, all of which shares are validly issued and non-assessable.

(b) Its Board of Directors has duly authorized the execution of this agreement.

(c) It is duly qualified to do business in the State of New Jersey.

(d) McGraw's balance sheet and P. and L. statement dated August 31, 1956, supplied to Edison, fairly reflects the assets, liabilities, and net worth of McGraw in accordance with its books kept pursuant to sound accounting practice, and in the aggregate there have been no adverse changes in its financial condition since August 31, 1956.

12. As conditions precedent to the closing of this transaction.

(a) Edison shall obtain the written opinion of Ivins, Phillips & Barker, its tax counsel, and a written ruling from the Internal Revenue Service to the effect that no gain or loss will be recognized for Federal Income Tax purposes as a result of (1) the exchange by Edison of its assets and properties for McGraw Common Stock and the assumption of the liabilities and obligations of Edison pursuant hereto, and (2) the exchange by the shareholders of Edison pursuant hereto of Class A and Class B Common Stock of Edison for shares of Common Stock of McGraw on the liquidation of Edison.

(b) In the interpretation of this agreement the requirements in paragraph 7 hereof that McGraw change its name to McGraw-Edison Company shall be considered a condition precedent.

(c) At the closing Edison will deliver an opinion of Paul J. Christiansen, its legal counsel; (1) That it has corporate existence and good standing; (2) that it has marketable title to the property and assets conveyed; (3) that, except as he advises otherwise, he does not know of any lawsuit, proceeding or investigation pending relating to the company, its properties or business; (4) that all proceedings required by law were taken

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(JJD) CE

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ME 05638

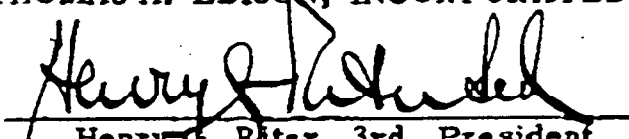
in support of the transaction; (5) that the instruments of conveyance tendered are sufficient to consummate the transaction.

13. The closing date shall take place at the office of Mr. Max McGraw, 120 South LaSalle Street, Chicago, Illinois, following due approval by the respective groups of shareholders as specified above, on January 2, 1957, unless this closing is deferred or anticipated by mutual written agreement. Upon the delivery to Edison of the required certificates for the McGraw Common Stock, Edison shall execute and deliver all deeds, bills of sale, conveyance, and such other instruments as are required by the agreement and as in the opinion of Clark J. A. Hazelwood, P. O. Box 2077, Milwaukee, 1, Wisconsin, are necessary to vest title in McGraw of all Edison's assets. All representations and covenants shall survive the closing.

14. This agreement supersedes any and all previous agreements made during the course of negotiations between the parties. It shall inure to the benefit of and shall be binding upon the parties and upon their respective successors.

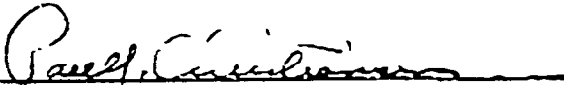
IN WITNESS WHEREOF the parties have signed this instrument.
Dated as of the 10th day of October, 1956.

THOMAS A. EDISON, INCORPORATED



Henry G. Riter, 3rd, President

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Attest:


Paul J. Christiansen, Secretary

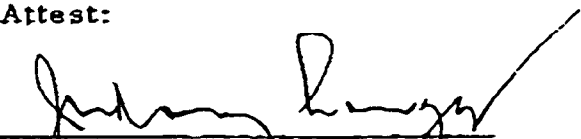
Approved:


Charles Edison, Chairman
Thomas A. Edison, Incorporated

McGRAW ELECTRIC COMPANY


Max McGraw, President

Attest:


Judson Large, Secretary

ME 05639

THOMAS A. EDISON, INCORPORATED, GRANTOR

to

McGRAW-EDISON COMPANY, GRANTEE

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BILL OF SALE

For a valuable consideration and in full settlement of the Agreement of October 10, 1956, by and between the parties hereto, THOMAS A. EDISON, INCORPORATED, a New Jersey corporation, of West Orange, New Jersey (hereinafter called "Grantor"), has sold, conveyed, transferred, set over and delivered, and by these presents does hereby sell, convey, transfer, set over and deliver to McGRAW-EDISON COMPANY, a Delaware corporation, whose name hitherto has been McGRAW ELECTRIC COMPANY (also hereinafter included within the term "Grantee"), all the assets, business effects and property of the Grantor, real, personal and mixed, tangible and intangible, of every kind, nature and description and wheresoever situate, including particularly, but not exclusively, any and all property of any kind, nature and description held in trust by or in the possession of any other persons or corporations for the benefit of Grantor or in which the Grantor has any right, claim or interest, directly or indirectly, all lands, buildings, fixtures, tenements, hereditaments, leases, leaseholds, machinery, tools, equipment, furniture, vehicles, stationery, inventories, accounts, bills and notes receivable, choses in action, patents, patent applications, trade-marks, trade names, trade secrets, formulae, inventions, drawings, specifications, know-how, and the

ME 05629

CONFIDENTIAL

like, contracts, contract rights, automobiles, trucks, inventories of raw materials, goods in process, goods on hand and in transit, supplies, good will of the business as a going concern including all of Grantor's rights in the names "Edison" and "Thomas A. Edison" and (excepting the cash reserved under Section 4 of the October 10, 1956 agreement) all cash on hand and in the bank, all as of the opening of business on January 2, 1957, to be the absolute property forever of the Grantee, its successors and assigns.

It is the intention of these presents that, except for the cash reserved by Grantor as aforesaid, the Grantor shall, and it does hereby convey in the transfer to the Grantee, each and every species of property, right, privilege and thing of value belonging to the Grantor which it is in law capable of so transferring and conveying, except that there is no intent herein to transfer back to Grantee the shares of its stock received by Grantor in partial consideration of this instrument of transfer.

The Grantor at any time, and from time to time upon the request of the Grantee, shall forthwith execute and deliver such instruments of assignment, transfer, conveyance, endorsement, direction or authorization as will be sufficient, requisite or advisable to vest in the Grantee the full and complete absolute legal and equitable title in and to all property, assets and effects sold and transferred or intended to be sold and transferred hereunder, it being understood, however, that this instrument and these presents shall be, and the same are hereby, declared to be sufficient in all respects to, and the same do hereby, subject to the cash exception aforesaid, sell, convey, transfer, assign and set over unto the

Grantee full, absolute and complete title in and to all property, assets, business effects and franchises of the Grantor which can legally be conveyed.

This instrument shall inure to the benefit of the successors and assigns of the Grantee and shall be binding upon the successors and assigns of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and has caused its corporate seal to be hereunto affixed, all as of the opening of business on the 2nd day of January, 1957.

THOMAS A. EDISON, INCORPORATED

Attest:

Paul Christian
Secretary

By

Henry G. Ritter
President

CONFIDENTIAL

STATE OF ILLINOIS)
 ; ss.
COOK COUNTY)

On this 2nd day of January, 1957, before me D. L. VAN HAM, the undersigned officer, personally appeared HENRY G. RITER 3rd and PAUL J. CHRISTIANSEN who acknowledged themselves to be the President and Secretary respectively of THOMAS A. EDISON, INCORPORATED, a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation

ME 05631

by themselves as such President and Secretary and attaching
the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand
and official seal.


Notary Public

Cock County, Illinois

My Commission expires:

January 28, 1958

CONFIDENTIAL

ME 05632

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated March 29, 1985, by and among Cooper Industries, Inc., an Ohio corporation ("Parent"), CI Acquisition Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Offer Sub"), and McGraw-Edison Company, a Delaware corporation (the "Company") (Offer Sub and the Company being sometimes hereinafter together referred to as the "Constituent Corporations", provided, however, that if in lieu of Offer Sub, Parent shall, pursuant to Section 2.01(z), elect to cause another direct or indirect subsidiary to be merged into the Company, such other subsidiary and the Company shall be the "Constituent Corporations" for purposes of this Agreement).

WHEREAS, Offer Sub has commenced a tender offer for any and all shares of common stock, par value \$1.00 per share (the "Shares"), of the Company at a price of \$65 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in Offer Sub's Offer to Purchase dated March 27, 1985 (the "Offer to Purchase") and the related Letter of Transmittal (which together constitute the "Offer"); and

WHEREAS, the Board of Directors of Parent and the Company have each determined that it is advisable to merge Offer Sub or another direct or indirect subsidiary of Parent with and into the Company pursuant to this Agreement with the result that the Company shall become a wholly-owned direct or indirect subsidiary of Parent;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Parent, Offer Sub and the Company hereby agree as follows:

ARTICLE I

THE OFFER

1.01 Company Action. (a) The Company hereby consents to the Offer and represents that the Company's Board of Directors has approved the Offer and the Merger (as such term is defined in Section 2.01(a) of this Agreement), has resolved to recommend acceptance of the Offer and adoption of this Agreement by the Company's stockholders and has determined that the Offer and Merger are fair and in the best interests of the Company's stockholders. The Company shall promptly

file with the Securities and Exchange Commission (the "Commission") and mail to the holders of Shares a Solicitation/Recommendation Statement on Schedule 14D-9 with respect to the Offer (the "Schedule 14D-9"), which shall, subject to the fiduciary responsibilities and obligations of the Board of Directors under applicable law, in the opinion of counsel, reflect such recommendation.

(b) The Company shall promptly furnish Parent with a list of the holders of Shares and mailing labels containing the names and addresses of all record holders of Shares and lists of securities positions of Shares held in stock depositories, each as of a recent date, and shall promptly furnish Parent with such additional information, including updated lists of stockholders of the Company, mailing labels and lists of securities positions, and assistance as Parent or its agents may reasonably request in connection with the Offer.

(c) Offer Sub shall not decrease the price per Share to be paid pursuant to the Offer.

(d) Offer Sub shall promptly amend the Offer to amend the conditions set forth in paragraphs (a), (b), (d) and (f) of Section 16 of the Offer to Purchase to read as set forth in Schedule A hereto and to add the conditions set forth in paragraphs (g), (h) and (i) set forth in such Schedule. Except as expressly modified in accordance with this Section 1.01(d), all of Section 16 of the Offer to Purchase shall remain in full force and effect and shall not be changed in any respect as a result of this Agreement.

1.02 Directors. Promptly upon the acceptance for payment of any Shares pursuant to the Offer, and from time to time thereafter as Shares are accepted for payment or otherwise purchased, Offer Sub shall be entitled to designate such number of directors, rounded up to the next whole number, on the Company's Board of Directors as will give Offer Sub representation on the Board of Directors equal to that number of directors (but not more than a majority of the directors) which equals the product of the total number of directors on the Board of Directors (giving effect to any directors elected pursuant to this sentence) multiplied by the percentage that such number of Shares so accepted for payment or purchased bears to the number of Shares outstanding, and the Company shall, at the request of Offer Sub, use its best efforts to increase the size of the Board and/or obtain the resignation of that number of directors sufficient to create the vacancies for the number of directors which Offer Sub is entitled

to designate under this Section 1.02 and with respect to each vacancy created by such increase in size or resignations shall take all lawful action necessary to effect the election of Offer Sub's designees to the Board, including mailing to its stockholders the information required by Section 14(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Rule 14f-1 promulgated thereunder. No action will be taken by the Board of Directors of the Company after election or appointment of Parent's designees to the Company's Board of Directors with respect to the amendment or termination of this Agreement or the waiver of any right of the Company hereunder without the concurrence of a majority of directors not so designated by Parent.

ARTICLE II

THE MERGER

2.01 The Merger. (a) Subject to the terms and conditions hereof, at the Effective Time (as such term is defined in paragraph (b) of this Section 2.01), Offer Sub or, in Parent's sole discretion, another direct or indirect subsidiary of Parent shall be merged with and into the Company (the "Merger") in accordance with the provisions of the General Corporation Law of the State of Delaware (the "GCL"), the separate existence of Offer Sub (or of such other subsidiary) shall cease and the Company shall continue as the surviving corporation in the Merger (the "Surviving Corporation") under the name "McGraw-Edison Company".

(b) As soon as practicable after satisfaction or waiver of the conditions set forth in Article V of this Agreement, the parties hereto shall cause the Merger to be consummated by the filing of an appropriate certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware in accordance with the provisions of Section 251 of the GCL or, if applicable, a certificate of ownership and merger pursuant to Section 253 of the GCL. The date and time when the Merger shall become effective shall be the time of filing and is referred to herein as the "Effective Time".

(c) At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, of each of the Constituent Corporations,

and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Delaware or elsewhere in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; all in accordance with Section 259(a) of the GCL.

2.02 Closing. The closing of the Merger shall take place at the offices of Vinson & Elkins, First City Tower, Houston, Texas 77002, at 12:00 Noon, local time, on the day on which the last of the conditions set forth in Article V of this Agreement is fulfilled or waived.

2.03 Conversion of Shares. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the holder of any securities of the Constituent Corporations:

(a) each Share then issued and outstanding, other than Dissenting Shares (as such term is defined in Section 2.05 of this Agreement) and Shares to be cancelled pursuant to paragraph (b) of this Section 2.03, shall be converted into and represent the right to receive \$65 net in cash or any higher price per Share which may be paid pursuant to the Offer, without any interest thereon (the "Merger Consideration");

(b) each Share then held, directly or indirectly, by Parent, Offer Sub or any subsidiary or parent of Parent or Offer Sub, or held in the Company's treasury, shall be cancelled and retired without payment of any consideration therefor; and

(c) each share of common stock of Offer Sub (or of the direct or indirect subsidiary of Parent other than Offer Sub which is to be merged into the Company pursuant to Section 2.01) issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation ("Surviving Corporation Common Stock"). Immediately after the Effective Time, Parent shall be the holder of all outstanding shares of Surviving Corporation Common Stock.

2.04 Stock Options and Other Rights to Acquire Shares; Restricted Stock. (a) Immediately prior to the Effective Time and as part of the Merger, each holder of an outstanding option to purchase Shares or an alternate stock right (a "Stock Option") granted under the Company's 1974 Stock Incentive Program or 1980 Stock Incentive Program (collectively, the "Stock Option Plans") which is then exercisable in accordance with its terms (as in effect on the date of the Memorandum (as hereinafter defined)) will be entitled to receive in settlement thereof a cash payment from the Company in an amount equal to the excess of the Merger Consideration over the per Share exercise price of the Stock Option (provided that if an alternate stock right which shall be in tandem with a stock option shall have a lower exercise price than the related option, the holder thereof shall, with respect to any payment made pursuant to this Section 2.04(a), be entitled to the benefits of such lower exercise price), multiplied by the number of Shares issuable pursuant to such Stock Option. From and after the Effective Time, no Stock Option shall be exercisable for Shares or for shares of Surviving Corporation Common Stock or for shares of the common stock of Parent, and each such Stock Option outstanding immediately prior to the Effective Time shall represent only the right to receive a cash payment equal to the excess of the Merger Consideration over the per Share exercise price of the Stock Option (provided that if an alternate stock right which shall be in tandem with a stock option shall have a lower exercise price than the related option, the holder thereof shall, with respect to any payment made pursuant to this Section 2.04(a), be entitled to the benefits of such lower exercise price), multiplied by the number of Shares issuable pursuant to such Stock Option and shall be paid at the first opportunity that such Stock Option becomes exercisable in accordance with, and only to the extent provided by, its terms (as in effect on the date of the Memorandum, except as otherwise provided in the following sentence).

Notwithstanding the foregoing, subject to the provisions of Section 4.11 of this Agreement, after the Effective Time, if any employee of the Company holding a Stock Option at the time of the Offer (i) is terminated by the Company, (ii) resigns with the consent of the Company, or (iii) is re-assigned to significantly different responsibilities with the Company or there is a material change in the nature of the services required, the time of performance, the conditions of performance (including a decrease in compensation to be paid), or location of performance, in each case, without such employee's consent, the Stock Option of such employee shall become immediately exercisable in accordance with the preceding sentence. If an alternate stock right is in tandem with a stock option, the exercise of either or the making of a cash payment pursuant to this Section 2.04(a) in respect of either shall result in the cancellation of the other. The Company's Board of Directors and the Company's subsidiaries shall take such action prior to the Effective Time as may be required under the Stock Option Plans or otherwise to effectuate the foregoing.

(b) Prior to the Effective Time, the Company shall offer to purchase, at a price equal to the Merger Consideration, all shares of restricted stock issued to employees of the Company prior to March 1, 1985 pursuant to the Company's Stock Incentive Plan, which shares are currently considered to be outstanding shares, whether or not such shares are then vested. From and after the Effective Time, such shares shall not be convertible into or exchangeable for Shares or shares of Surviving Corporation Common Stock or shares of the common stock of Parent and the Company's Board of Directors shall take such action prior to the Effective Time (if necessary) as may be required to effectuate the foregoing.

2.05 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, Shares that are outstanding immediately prior to the Effective Time and are held by stockholders (other than Parent, Offer Sub or any subsidiary or parent of Parent or Offer Sub) who shall not have voted such Shares in favor of adoption of this Agreement and who shall have delivered to the Company a written demand for appraisal of such Shares in the manner provided in Section 262 of the GCL ("Dissenting Shares") shall not be converted into the right to receive, or be exchangeable for, the Merger Consideration, but the holders thereof shall be entitled to payment of the appraised value of such Shares in accordance with the provisions of such Section 262; provided, however, that (i) if any holder of Dissenting Shares shall subsequently deliver

a written withdrawal of his demand for appraisal of such Dissenting Shares (with the written approval of the Company, if such withdrawal is not tendered within 60 days after the Effective Time), or (ii) if any holder fails to establish his entitlement to appraisal rights as provided in such Section 262, or (iii) if neither any holder of Dissenting Shares nor the Surviving Corporation has filed a petition demanding a determination of the value of all Dissenting Shares within the time provided in such Section 262, such holder or holders (as the case may be) shall forfeit the right to appraisal of such Dissenting Shares and such Dissenting Shares shall thereupon be deemed to have been converted into the right to receive, and to have become exchangeable for, as of the Effective Time, the Merger Consideration.

2.06 Disbursing Agent. As soon as practicable after the Effective Time, the disbursing agent appointed by Parent to make payments of the Merger Consideration to former stockholders of the Company (the "Disbursing Agent") shall send a notice and a transmittal form to each holder of certificates formerly evidencing Shares (other than certificates formerly representing Shares to be cancelled pursuant to Section 2.03(b) of this Agreement and certificates representing Dissenting Shares) advising such holder of the effectiveness of the Merger and the procedure for surrendering to the Disbursing Agent such certificates for exchange into the Merger Consideration. Each holder of certificates theretofore evidencing Shares, upon proper surrender thereof to the Disbursing Agent together with and in accordance with such transmittal form, shall be entitled to receive in exchange therefor the Merger Consideration deliverable in respect of the Shares theretofore evidenced by the certificates so surrendered. Upon such proper surrender, the Disbursing Agent shall promptly deliver the Merger Consideration. Parent shall cause funds to be provided to the Disbursing Agent which are sufficient in amount to make such payments of the Merger Consideration to former stockholders of the Company, as and when certificates for Shares are properly surrendered. Until properly surrendered, certificates formerly evidencing Shares (other than Dissenting Shares) shall be deemed for all purposes to evidence only the right to receive the Merger Consideration. Notwithstanding the foregoing, neither the Disbursing Agent nor any party hereto shall be liable to a holder of certificates theretofore representing Shares for any amount which may be required to be paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

2.07 No Further Rights. From and after the Effective Time, holders of certificates theretofore evidencing Shares shall cease to have any rights as stockholders of the Company, except as provided herein or by applicable law.

2.08 Closing of Company Transfer Books. After the Effective Time, there shall be no transfer of Shares which were outstanding immediately prior to the Effective Time.

2.09 Restated Certificate of Incorporation; By-laws; Directors; Officers. The Restated Certificate of Incorporation and By-laws of the Company in effect immediately prior to the Effective Time shall be the Certificate of Incorporation and By-laws of the Surviving Corporation until thereafter amended as provided therein and under the CCL. The directors of Offer Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation and the officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case until their successors are duly elected and qualified.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.01 Representations and Warranties of Parent and Offer Sub. Parent and Offer Sub hereby represent and warrant to the Company that:

(a) Organization. Each of Parent and Offer Sub is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the requisite corporate power to carry on its business as it is now being conducted.

(b) Authorization and Validity of Agreements. Each of Parent and Offer Sub has all requisite corporate power and authority to enter into this Agreement and to perform its respective obligations hereunder. Parent shall cause Offer Sub to perform all of its obligations hereunder. The execution, delivery and performance by each of Parent and Offer Sub of this Agreement, and the consummation by each of them of the transactions contemplated hereby, have been duly authorized by the Executive Committee of its Board of Directors or by its Board of Directors, respectively, and by Parent, as the sole stockholder of Offer Sub. No other corporate action on

the part of Parent or Offer Sub is necessary to authorize the execution, delivery or performance by Parent and Offer Sub of this Agreement and the consummation by Parent and Offer Sub of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Parent and Offer Sub and is a valid and binding obligation of Parent and Offer Sub, enforceable against each of them in accordance with its terms.

(c) Financing. The information set forth in the second paragraph of Section 10 ("Source and Amount of Funds") of the Offer to Purchase does not, as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading.

3.02 Representations and Warranties of the Company.
The Company hereby represents and warrants to Parent and Offer Sub that:

(a) Organization. The Company and each of its subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Each of the Company and its subsidiaries is duly qualified or licensed as a foreign corporation to do business and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed would not have a material adverse effect on the financial condition, assets, liabilities, results of operations or businesses of the Company and its subsidiaries taken as a whole. True and complete copies of the Restated Certificate of Incorporation and By-laws of the Company have been delivered to Parent prior to the execution hereof.

(b) Capitalization. The authorized capital stock of the Company consists of 25,000,000 Shares and 6,000,000 shares of preferred stock, \$100 par value ("Preferred Stock"). As of March 25, 1985, 16,547,115 Shares were issued and outstanding, and 712,801 Shares were held in the Company's treasury. No shares of Preferred Stock are issued and outstanding or held in the Company's treasury. All outstanding Shares are validly issued, fully paid and nonassessable. As

of March 25, 1985, there were outstanding Stock Options to purchase an aggregate 407,453 Shares. Except for Stock Options, the Company does not have outstanding any subscriptions, options, warrants, rights, convertible securities or other agreements or commitments of any character relating to the issued or unissued capital stock or other securities of the Company obligating the Company to issue any securities.

(c) Authorization and Validity of Agreements.

The Company has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder (subject to obtaining the necessary approval of its stockholders). The execution, delivery and performance by the Company of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by the Company's Board of Directors and no other corporate action on the part of the Company is necessary to authorize the execution and delivery by the Company of this Agreement and the consummation by it of the transactions contemplated hereby other than obtaining the necessary approval of its stockholders. This Agreement has been duly executed and delivered by the Company and is the valid and binding obligation of the Company, enforceable against it in accordance with its terms.

ARTICLE IV

COVENANTS

4.01 Proxy Statement. As promptly as practicable after expiration of the Offer, the Company shall, if required by applicable law or otherwise deemed advisable by Parent, file with the Commission under the Exchange Act, and shall use all reasonable efforts to have cleared by the Commission, and as promptly as practicable thereafter shall mail to its stockholders, a proxy statement or information statement, as appropriate (the "Proxy Statement"), with respect to the Special Meeting (as such term is defined in Section 4.02 of this Agreement). In the Proxy Statement, the Company's Board of Directors shall, subject to its fiduciary responsibilities and obligations under applicable laws, as advised in the opinion of its counsel, recommend to the stockholders of the Company approval of the Merger.

4.02 Meeting of Stockholders of the Company. If required by the GCL, promptly after expiration of the Offer, the Company shall take all action necessary, in accordance

with the GCL and its Restated Certificate of Incorporation and By-laws, to convene a meeting of its stockholders (the "Special Meeting") as promptly as practicable to consider and vote on this Agreement. Pursuant to Section 228 of the GCL, any action to be taken at the Special Meeting may be taken by means of the written consent of the Company's stockholders. Subject to fiduciary responsibilities and obligations under applicable law, as advised in the opinion of its counsel, the Company shall use its best efforts to solicit from stockholders of the Company proxies in favor of the adoption of this Agreement and to take all other action necessary or, in the reasonable judgment of Parent, helpful to secure a vote of stockholders in favor of the adoption of this Agreement. At the Special Meeting, Parent shall vote, or cause to be voted, all of the Shares then owned by Parent (or any direct or indirect subsidiary of Parent) in favor of the adoption of this Agreement.

4.03 Merger Without Approval of Stockholders. Notwithstanding the foregoing, in the event that Parent, Offer Sub or any parent or subsidiary of Parent or Offer Sub shall own in the aggregate at least 90 percent of the outstanding Shares, the parties hereto agree, at the request of Parent, to take all necessary and appropriate action to cause a merger of the Company and Offer Sub to become effective without approval of stockholders of the Company, in accordance with Section 253 of the GCL.

4.04 Acquisition Proposals. The Company, its subsidiaries and the affiliates of the Company which it controls shall not, directly or indirectly, (a) solicit, initiate or encourage submission of proposals or offers from any person relating to any acquisition or purchase of all or a material amount of the assets of, or any equity interest in, the Company or any of its subsidiaries or any merger, consolidation or business combination with the Company or any of its subsidiaries, or (b) participate in any substantive discussions or any negotiations regarding, or knowingly furnish to any other person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other person to do or seek any of the foregoing. The Company shall use its best efforts to ensure that its officers, employees, directors, representatives, agents and affiliates (other than affiliates to which the first sentence of this Section 4.04 shall apply) shall not, directly or indirectly, take any action referred to in the first sentence of this Section.

The Company shall promptly notify Parent if any such proposal or offer, or any inquiry or contact with any person with respect thereto, is made.

4.05 Interim Operations. During the period from March 25, 1985 to the Effective Time, except as specifically contemplated by this Agreement or the Memorandum, or otherwise as consented to or approved in writing by Parent:

(a) the business of the Company and each of its subsidiaries shall be conducted only in, and the Company and its subsidiaries shall not take any action except in, the ordinary and usual course of its businesses;

(b) neither the Company nor its subsidiaries shall make or propose any change or amendment in their respective charters or By-laws;

(c) neither the Company nor its subsidiaries shall issue or sell any shares of its capital stock or any of its other securities or issue any securities convertible into or exchangeable for, or options, warrants to purchase, scrip, rights to subscribe for, calls or commitments of any character whatsoever relating to, or enter into any contract, understanding or arrangement with respect to the issuance of, any shares of its capital stock or any of its other securities other than, in the case of the Company, Shares issuable pursuant to the terms of presently outstanding Stock Options as in effect on March 27, 1985, or enter into any arrangement or contract with respect to the purchase of shares of its capital stock, or adjust, split, combine or reclassify any of its securities, or make any other changes in its equity capital structure;

(d) the Company shall not declare, pay or make any dividend or other distribution or payment with respect to, or purchase or redeem, any shares of its capital stock other than regular quarterly cash dividends of not more than \$.50 per Share declared and paid in accordance with prior practice.

(e) the Company shall use its best efforts to preserve the goodwill of those having business relationships with it and its subsidiaries;

(f) neither the Company nor any of its subsidiaries shall: grant any general increase in the compensation of officers or employees (including any such increase pursuant to any bonus, pension, profit-sharing or other plan or commitment) or any increase in the compensation payable or to

become payable to any officer or employee, except for reasonable increases in the ordinary course of business, consistent with past practice of the Company, or increases required under collective bargaining agreements, or enter into any employment agreements;

(g) except with respect to the endorsement of negotiable instruments in the ordinary course of its business, neither the Company nor any of its subsidiaries shall (i) incur or assume any material indebtedness for money borrowed or (ii) guarantee any such indebtedness except, in each case, in the ordinary course of business within existing credit lines;

(h) the Company shall not and shall not permit any subsidiary to sell, lease or otherwise dispose of any of its assets which are material, either individually or in the aggregate, to the Company or any of its subsidiaries; and

(i) except as may be required by law, neither the Company nor any of its subsidiaries shall take any action to terminate or amend any of its employee benefit plans within the meaning of Section 3(2) of the Employment Retirement Income Security Act of 1974, as amended.

4.06 Appraisal Rights. The Company shall not settle or compromise any claim for appraisal rights under the GCL prior to the Effective Time without the prior written consent of Parent.

4.07 Pension Benefits. It is understood and agreed that the Company's Pension Benefit Replacement Plan has been amended to provide for payment thereunder of those additional benefits that would have been provided under the Company's Salaried Employee's Retirement Plan II ("Plan II") if Plan II had been amended (i) to recognize an additional three years of credited service and benefit service (or such lesser amount as would grant full service credit to age 65) for those eight (8) individuals who receive payments under the Company's Key Executive Severance Pay Plan ("Severance Plan"), and (ii) to take payments under the Severance Plan (base salary and annual incentive bonus) into account in determining "final average base earnings" in calculating benefit payments under Plan II based upon all benefit service, as if such payments were paid as compensation during the additional years of benefit service recognized under (i) above. Parent's obligations pursuant to this Section 4.07 are subject to the condition that such payments be deductible by the Surviving

Corporation as ordinary and necessary business expenses when the payments are funded or included in the individual's income.

4.08 Additional Agreements. (a) The Company shall, and shall cause each of its subsidiaries to, afford Parent, Offer Sub and their respective counsel, accountants and other authorized representatives, reasonable access during normal business hours throughout the period prior to the Effective Time to all of its properties, books, contracts, commitments, records, tax records and accountants' working papers. During such period, the Company shall, and shall cause each of its subsidiaries to, furnish promptly to Parent (i) a copy of each report, schedule and other document filed or received by it pursuant to the requirements of federal or state securities laws in the last three years or for such earlier periods as Parent shall reasonably request and (ii) all such other information concerning its business, properties and personnel as Parent may request and which is customarily prepared by the Company or is in the Company's possession, provided that no investigation pursuant to this Section 4.07(a) shall affect or be deemed to modify any representations or warranties made in this Agreement or the conditions to the obligations of the parties to consummate the Merger under this Agreement or to purchase or pay for Shares pursuant to the Offer.

(b) Parent and Offer Sub agree that each of them shall, and shall use all reasonable efforts to cause its officers, employees and authorized representatives to, hold in strict confidence all data and information obtained by them from the Company or its subsidiaries (unless such information is or becomes readily ascertainable from public or published information or trade sources or public disclosure of such information is required by law) and shall use all reasonable efforts to ensure that such officers, employees and authorized representatives do not disclose such information to others without the prior written consent of the Company.

(c) In the event of the termination of this Agreement, Parent and Offer Sub shall return promptly every document furnished to them by the Company or any subsidiary in connection with the transactions contemplated hereby and any copies thereof which may have been made, and shall use all reasonable efforts to cause their representatives and others to whom such documents were furnished promptly to return such documents and any copies thereof any of them may have made, other than documents filed with the Commission or otherwise publicly available.

(d) Each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, including using all reasonable efforts to (i) obtain all necessary waivers, consents and approvals and effect all necessary registrations and filings, including, but not limited to, (x) filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "Hart-Scott Act"), including responses as promptly as practicable to requests for additional information, and (y) submissions of information requested by government authorities, and (ii) rectify any event or circumstance which would impede consummation of the transactions contemplated hereby, including, without limitation, causing any injunction or other order which impedes any of such transactions to be lifted.

(e) The Company hereby waives any and all rights to any benefit or otherwise, including any right of action, that it may have under Section 203 of the GCL.

(f) After the Effective Time, Parent agrees that it shall, or shall cause the Surviving Corporation to, make the severance payments described in paragraph 5 of the Memorandum dated March 27, 1985 between Parent and the Company (the "Memorandum").

4.09 Bonus Plan. After the Effective Time, Parent shall cause the Surviving Corporation to pay on January 1, 1986, pursuant to the Company's Management Incentive Compensation Plan ("MIC") and Middle Management Incentive Compensation Plan ("MMIC") and consistent with past practices, to any exempt management employees employed at the Company's corporate office during the full period from January 1, 1985 through April 24, 1985, a bonus for 1985 equal in amount to at least one-third of the maximum bonus to which such person is eligible under the MIC and MMIC plans, so long as such person does not voluntarily terminate his or her employment with the Company or the Surviving Corporation prior to December 31, 1985. For the purpose of this Section 4.09, Parent agrees that a voluntary termination shall not occur if any employee terminates his or her employment because of a material change in the nature of the services required, the time of performance, the conditions of performance (including a decrease in the level of compensation) or the location of performance.

4.10 Key Executive Severance Plans. After the Effective Time, Parent shall cause the Surviving Corporation to pay to any employee any amounts payable to such employee pursuant to the terms of the Severance Plan, in the form delivered to Parent prior to the execution of this Agreement, upon the termination of the employment of such employee, subject to the conditions and limitations of such Plan, it being agreed that no more than the eight individuals previously identified to Parent may receive payments pursuant to the Plan.

4.11. Right to Waive; No Payment for Taxes. Any of the persons covered by Section 4.10 shall have the right to waive in writing (whether or not such waiver is irrevocable) receipt of all or any portion of the payments contemplated by this Agreement or the Memorandum. Parent shall cause the Company to (i) inform such persons of the right to make such waiver within a period of 180 days after the Effective Time and (ii) make payments in the amounts set forth in such waiver (to the extent not waived). Notwithstanding any other provision of this Agreement, Parent, Offer Sub, the Company and the Surviving Corporation shall not make or increase any payment to any employee to reimburse such employee for any tax liability on account of any payments contemplated hereby. Parent shall accept the return of payments from an employee which have not been waived pursuant to this Section 4.11.

ARTICLE V

CONDITIONS

5.01 Conditions to the Obligations of Each Party. The respective obligations of each party hereto to consummate the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following conditions:

(a) Approval of Stockholders. The approval of the stockholders of the Company referred to in Section 4.02 of this Agreement shall have been obtained, if required by applicable law.

(b) Hart-Scott. Any applicable waiting period (and any extension thereof) applicable to the Merger under the Hart-Scott Act shall have expired or been terminated.

(c) Litigation. No preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction in the United States or by a United States federal or state governmental, regulatory or administrative agency or commission, and no statute, rule, regulation or executive order promulgated or enacted by any governmental authority shall be in effect which would prevent the consummation of the Merger.

5.02 Conditions to the Obligations of Parent and Offer Sub. The obligations of Parent and Offer Sub to consummate the Merger shall be subject to the fulfillment at or prior to the Effective Time of the additional condition that Parent or an affiliate thereof shall have purchased all Shares validly tendered and not withdrawn pursuant to the Offer.

5.03 Conditions to the Obligations of the Company The obligations of the Company to consummate the Merger shall be subject to the fulfillment at or prior to the Effective Time of the additional condition that Parent or an affiliate thereof shall have purchased all Shares validly tendered and not withdrawn pursuant to the Offer.

ARTICLE VI

MISCELLANEOUS

6.01 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether or not it has been approved by the stockholders of the Company:

(a) by the mutual written consent of the Board of Directors of the Company and the Board of Directors of Parent;

(b) by Parent if the Offer is terminated or Shares are not purchased or paid for pursuant to the Offer due to the occurrence of any of the conditions set forth in Section 16 of the Offer to Purchase, as amended by this Agreement;

(c) by the Company if the Offer is terminated due to the occurrence of any of the conditions set forth in Section 16 of the Offer to Purchase, as amended by this Agreement;

(d) if Parent or Offer Sub shall not have purchased Shares pursuant to the Offer, by either Parent or the Company

if the Merger has not been consummated on or before September 1, 1985, which date may be extended by the mutual written consent of the Board of Directors of the Company and the Board of Directors of Parent; or

(e) by either Parent or the Company if any permanent injunction or other final nonappealable order, decree or ruling issued by a court of competent jurisdiction within the United States is in effect which would prevent the consummation of the Merger.

6.02 Liabilities in Event of Termination. In the event of any termination of this Agreement pursuant to Section 6.01 of this Agreement, the Company, Parent and Offer Sub shall have no obligation or liability to each other except as provided in Sections 4.08(b) and (c) and 6.04(c) and except that nothing herein will relieve any party from liability for any willful breach of this Agreement.

6.03 Survival. None of the representations, warranties or covenants contained in this Agreement shall survive the Merger except as provided in Sections 2.04 (a) (second and third sentences), 2.06, 4.07, 4.08(f), 4.09, 4.10, 4.11 (second sentence), 6.05 and 6.07.

6.04 Fees and Expenses. (a) Except as otherwise contemplated by this Agreement, each party hereto shall pay its own costs and expenses incident to its negotiation and preparation of this Agreement and to its performance of and compliance with all agreements and conditions contained herein to be performed or complied with by it.

(b) Except for Goldman, Sachs & Co. and a reimbursement of expenses of not more than \$1,205,000 payable to Forstmann Little & Co., the Company hereby represents and warrants to Parent with respect to the Company, and except for Morgan Stanley & Co. Incorporated, Parent hereby represents and warrants to the Company with respect to Parent, that no person or entity is entitled to receive from the Company or Parent, respectively, any brokerage, finder's or other similar fee or commission in connection with the Offer or the Merger or the transactions contemplated by this Agreement or any proposed transaction or arrangement with Forstmann Little & Co. or relating thereto.

(c) In the event that (i) the Board of Directors of the Company withdraws its recommendation of the Offer or of the Merger or recommends a proposal by a party other than Parent or an affiliate of Parent for the acquisition of the

Company or (ii) if anyone (other than Parent or an affiliate of Parent) acquires more than 25% of the Shares outstanding as of the date hereof, then the Company shall reimburse Parent for expenses incurred in connection with its proposed acquisition of the Company, whether or not incurred prior to, at or after the date hereof, provided that the Company shall not be obligated to pay Parent more than \$3 million pursuant to this Section 6.04.

6.05 Indemnification and Insurance. Parent agrees that all rights to indemnification now existing in favor of the employees, agents, directors or officers of the Company (the "Indemnified Parties") as provided in the charter or by-laws of the Company in effect on the date of the Memorandum shall survive the Merger and shall continue in full force and effect for a period of 5 years from the Effective Time. Without limiting the foregoing, in the event any Indemnified Party becomes involved in any capacity in any action, proceeding or investigation in connection with any matter, including the transactions contemplated hereby, occurring prior to, and including, the Effective Time, Parent will, subject to the provisions of Section 145(e) of the CCL relating to the receipt of an undertaking in connection with the advancement of expenses, periodically advance to such Indemnified Party its legal and other expenses (including the cost of any investigation and preparation incurred in connection therewith). Parent shall cause to be maintained in effect for not less than one year from the Effective Time the current policies of the directors' and officers' liability insurance maintained by the Company (provided that Parent may substitute therefor policies of at least same coverage containing terms and conditions which are no less advantageous so long as no lapse in coverage occurs as a result of such substitution) with respect to all matters, including the transactions contemplated hereby, occurring prior to, and including, the Effective Time.

6.06 Waiver and Amendment. Any provision of this Agreement may be waived at any time by the party which is, or whose stockholders are, entitled to the benefits thereof. This Agreement may not be amended or supplemented at any time except by an instrument signed on behalf of each party hereto; provided, that after this Agreement has been adopted by the stockholders of the Company no such amendment shall reduce the amount or adversely change the consideration to be paid to the stockholders of the Company in the Merger or alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the stockholders of the Company.

6.07 Employee Benefit Plans. After the Effective Time, Parent agrees to cause the Surviving Corporation to continue in effect the present incentive compensation and employee benefit plans of the Company with the same rights to amend or terminate such compensation or benefit plans as exist as of the date of the Memorandum.

6.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

6.09 Section Headings. The descriptive headings contained herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

6.10 Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, postage prepaid, with return receipt requested, addressed as follows:

If to Parent

or Offer Sub, to: Cooper Industries, Inc.
First City Tower Suite 4000
P.O. Box 4446
Houston, Texas 77210

Attention: Alan E. Riedel

With copies to:

Vinson & Elkins
First City Tower
Houston, Texas 77002

Attention: Campbell A. Griffin, Jr.

and

Wachtell, Lipton Rosen & Katz
299 Park Avenue
New York, New York 10171

Attention: Lawrence Lederman

If to the Company to: McGraw-Edison Company
One Continental Towers
1701 Golf Road
Rolling Meadows, Illinois 60008

Attention: William R. Rawson

With a copy to: McDermott, Will & Emery
111 West Monroe Street
Chicago, Illinois 60603

Attention: Frank E. Babb

Skadden, Arps, Slate,
Meagher & Flom
919 Third Avenue
New York, New York 10022

Attention: Roger Aaron

6.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

6.12 Assignment. This Agreement may be assigned by Parent to any direct or indirect wholly owned subsidiary of Parent, but no such assignment shall relieve Parent of its obligations under this Agreement if Parent's assignee does not perform such obligations. Except as set forth in the preceding sentence, this Agreement shall not otherwise be assignable without the prior written consent of the Company.

6.13 Specific Performance. The parties hereto acknowledge that the award of damages would be an inadequate remedy for any breach of any of the provisions of this Agreement and agree that the remedy of specific performance shall be available to enforce the obligations of the parties hereunder.

6.14 Severability. If any term, provision, covenant or restriction of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, each of the parties hereto, has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

COOPER INDUSTRIES, INC.

By /s/ Roger A. Scott

Attest:

/s/ Cambell A. Griffin, Jr.
Assistant Secretary

CI ACQUISITION COMPANY

By /s/ Roger A. Scott

Attest:

/s/ Cambell A. Griffin, Jr.
Assistant Secretary

MCCRAW-EDISON COMPANY

By /s/ Edward J. Williams

Attest:

/s/ William R. Rawson
Secretary

SCHEDULE A

(a) any change (or any condition, event or development involving a prospective change) shall have occurred in the business, properties, financial condition, results of operations or prospects of the Company or any of its subsidiaries, which, in the sole judgment of the Purchaser, is or may reasonably be expected to be materially adverse to the Company and its subsidiaries taken as a whole;

(b) any action or proceeding shall be taken or instituted, or any statute, rule, regulation, judgment, order or injunction shall be introduced (with reasonable prospect of passage), enacted, promulgated, entered, enforced or deemed applicable to the Offer or the merger provided for in the Agreement and Plan of Merger (the "Merger Agreement") dated March 29, 1985 among the Company, the Purchaser and Cooper (the "Merger"), by or before any domestic court or governmental, administrative or regulatory agency, authority or instrumentality, or any official or representative of any of the foregoing, or by any other person, domestic or foreign, which (i) challenges the making or completion of the Offer or the Merger, (ii) would or, in the sole judgment of the Purchaser, is reasonably expected to restrict the ability of the Purchaser or Cooper to accept for payment or to pay for some or all of the Shares pursuant to the Offer, or to make the consummation of the Offer or Merger unduly burdensome to the Purchaser or Cooper, (iii) would or, in the sole judgment of the Purchaser, is reasonably expected to render the Purchaser or Cooper unable to accept for payment or to pay for some or all of the Shares pursuant to the Offer, (iv) would or, in the sole judgment of the Purchaser, is reasonably expected to make the acceptance for payment or payment for some or all of the Shares illegal or otherwise restrict or prohibit consummation of the Offer or the Merger, (v) seeks to or would prohibit ownership or require the divestiture by Cooper or the Purchaser or any of Cooper's subsidiaries or affiliates of any Shares or impose any material limitation on the ability of any of them to acquire or own Shares, (vi) may impose any limitation on the ability of the Purchaser or Cooper or any of Cooper's subsidiaries or affiliates to exercise effectively all rights of ownership with respect to the Shares, including the right to vote all Shares purchased by it on all matters properly presented to the stockholders of the Company, (vii) may impose any limitation upon the ability of the Purchaser or Cooper or any of Cooper's subsidiaries or affiliates effectively to control in any respect the businesses or operations of the Company or the Purchaser or Cooper

or any of their respective subsidiaries or affiliates, (viii) may prohibit or impose any limitation upon the Purchaser's or Cooper's ownership or operation of all or any material portion of the businesses or assets or properties of the Purchaser, Cooper or the Company (or any of their respective subsidiaries or affiliates) or compel the Purchaser, Cooper or the Company to divest or hold separate all or any material portion of the businesses or assets of the Purchaser, Cooper or the Company (including the businesses or assets of any of their respective subsidiaries and affiliates) or impose any limitation on any of them in the conduct of their businesses, or (ix) may otherwise adversely affect the Purchaser, Cooper or the Company or any of their respective subsidiaries or affiliates;

(d) the Company, and Cooper or the Purchaser, shall have reached an agreement or understanding that the Offer be terminated or amended (other than any amendment of the Offer expressly provided for in the Merger Agreement);

(f) a tender or exchange offer for any Shares shall have been made or publicly proposed to be made by another person, or it shall have been publicly disclosed or the Purchaser shall have learned that (i) any person, entity or "group" (as that term is used in Section 13(d)(3) of the Exchange Act) shall have acquired, or proposed to acquire, or shall have been formed which holds, more than 10% of the Shares, or shall have been granted any option or right, conditional or otherwise, to acquire more than 10% of the Shares, other than acquisitions for bona fide arbitrage purposes and other than acquisitions by any person, entity or group which has publicly disclosed such ownership in a Schedule 13D or 13G (or an amendment thereto) on file with the Commission on or prior to March 12, 1985, or (ii) any such person, entity or group which has publicly disclosed such ownership prior to such date shall have acquired or proposed to acquire additional Shares constituting more than 5% of the Shares or shall have been granted any option or right to acquire more than 5% of the Shares (except for acquisitions of Shares by the McGraw-Edison Company Profit Sharing Trust in accordance with the terms of such Trust in effect prior to the Offer, as disclosed in the Company's filings with the Commission made prior to March 22, 1985);

(g) the Purchaser shall discover that any representation or warranty made by the Company in the Merger Agreement is untrue in any material respect;

(h) the Company shall not have complied in all material respects with its obligations in the Merger Agreement; or

(i) the Merger Agreement shall have been terminated in accordance with its terms;

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

McGraw-Edison Company

INTO

CI Acquisition Company

* * * * *

CI Acquisition Company, a corporation organized and existing under the laws of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 22nd day of March, 1985, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of McGraw-Edison Company, a corporation incorporated on the 17th day of November, 1926, pursuant to the Law of the State of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted at a meeting held on the 29th day of May, 1986, determined to and did merge into itself said McGraw-Edison Company.

RESOLVED, that CI Acquisition Company merge, and it hereby does merge into itself said McGraw-Edison Company, and assumes all of its obligations; and

FURTHER RESOLVED, that the merger shall be effective upon the date of filing with the Secretary of State of Delaware.

FURTHER RESOLVED, that the proper offices of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said McGraw-Edison Company and assume its liabilities and obligations and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger; and

IN WITNESS WHEREOF, said CI Acquisition Company has caused this certificate to be signed by Alan E. Riedel, its President and attested by Roger A. Scott, its Secretary, this 29th day of May, 1986.

CI ACQUISITION COMPANY

By Alan E. Riedel
Alan E. Riedel
President

ATTEST:

By

Roger A. Scott
Roger A. Scott
Secretary



BILL OF SALE

CI ACQUISITION COMPANY
SELLER

MCGRAW-EDISON COMPANY
PURCHASER

THIS BILL OF SALE is made and entered into this 30th day of May, 1986, by and between CI Acquisition Company ("Seller"), a Delaware corporation and McGraw-Edison Company, a Delaware corporation ("Purchaser")

WHEREAS, Purchaser, has authorized the transfer of certain of its assets relating to operations other than its Power Systems, Controls, Clark and Service operations, subject to certain of the liabilities relating to all operations other than its Power Systems, Controls, Clark and Service operations, to Purchaser, solely in exchange for 799,041 shares of the common stock of Seller,

NOW THEREFORE, in order to document the transfer of title to the assets transferred by Seller to Purchaser pursuant to such authorization and the understanding of the parties with respect thereto, the parties agree as follows:

1. Transfer of Assets. Seller hereby transfers, conveys and assigns to Purchaser all of Seller's right, title and interest in, to or under the "Transferred Assets" described in Section 2 hereof.

2. Transferred Assets. The Transferred Assets shall be all of Seller's assets, rights and properties of every kind and nature, wherever located, as

they exist on the close of business on the date hereof which are used in or related to all operations other than its Power Systems, Controls, Clark and Service operations, including but not limited to the following:

(a) all real property, including any term or leasehold interests in real property;

(b) all leasehold interests in personal property;

(c) cash, bank accounts and lockboxes, including the contents thereof;

(d) accounts and notes receivable;

(e) actual or potential claims against any other party, whether or not such claims have been asserted by Seller or disputed by such other party;

(f) all inventories (including raw materials, service parts, purchased parts and goods, work in process, and finished goods);

(g) all machinery, equipment, vehicles, furniture, fixtures, and leasehold improvements;

(h) all technical, manufacturing or marketing information, including new developments, inventions or ideas, trade secrets, know-how, formulae, blueprints and engineering drawings;

(i) all patents and copyrights and all applications and registrations therefor;

(j) all trademarks;

(k) all computer software;

(l) all office, manufacturing, building and maintenance supplies;

(m) all customer files and all rights under sales contracts, customer orders, service agreements, purchase orders, dealer and distributorship agreements, and domestic and foreign licensing agreements;

(n) all stock holdings;

(o) all other assets, rights, properties and operations of the Seller used in or related to all operations other than its Power Systems, Controls, Clark and Service operations.

3. Assumption of Obligation. Purchaser hereby assumes all of the Seller's obligations and liabilities of every kind and nature, as they exist on the close of business on the date hereof which are related to the operation of all operations other than its Power Systems, Controls, Clark and Service operations, including the following:

(a) all future obligations of Seller under all executory contracts, such as leases, sales contracts, customer orders, service agreements, purchase orders, dealer and distributorship agreements, employment contracts, collective bargaining agreements and any other contracts or agreements assigned by Purchaser pursuant hereto;

(b) all liabilities and obligations to employees of the Seller, including liabilities and obligations for salaries and wages, health and workmen's compensation insurance benefits, accrued vacation, sick leave, holiday pay or severance pay, pension, profit sharing, or other employee benefit or perquisite plans;

(c) all obligations of Seller under warranties for repairs, replacement and refunds with respect to products manufactured or distributed by Seller;

(d) all debts and accounts payable;

(e) all contingent and accrued liabilities;

(f) any liabilities for any claim for injury to persons or damage to property resulting or alleged to be resulting from any products, property, act, or omission to act of all operations other than its Power Systems, Controls, Clark and Service operations.

4. Power of Attorney. Seller hereby constitutes and appoints Purchaser, its successors and assigns, the true and lawful attorneys of Seller with full power of substitution, in the name of Seller, or otherwise, and on behalf and for the benefit of Seller, its successor and assigns, to demand and receive from time to time all of the Transferred Assets hereby transferred, conveyed or assigned or intended so to be; to give receipts, releases and acquittances for or in account of Purchaser, all other items transferred to Purchaser as provided herein, and to endorse with the name of Seller any checks received on account of any such items; and to defend and compromise any and all actions, suits or proceedings in respect of any of the properties hereby assigned and transferred or intended so to be, as the Purchaser, its successors and assigns shall deem desirable. Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

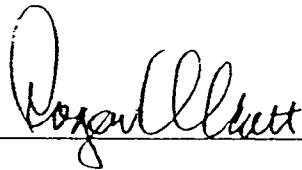
5. Further Assurances. Seller agrees that it will from time to time, at the request of Purchaser, execute and deliver to Purchaser all other and further instruments necessary to vest in Purchaser full right, title and interest in or

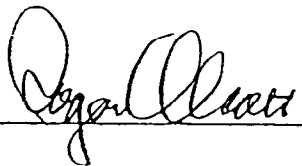
to any of the assets, rights or property which this Agreement purports to transfer to Purchaser, and Purchaser will execute and deliver such further instruments and take such other action as Seller may require to more effectively assume the obligations which this Agreement purports to transfer to Purchaser.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CI ACQUISITION COMPANY

MCGRAW-EDISON COMPANY

By: 

By: 

RSC

Delaware

PAGE 1

The First State

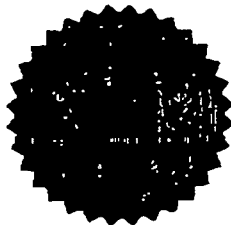
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"MCGRAW-EDISON COMPANY", A DELAWARE CORPORATION,
WITH AND INTO "COOPER INDUSTRIES, INC." UNDER THE NAME OF
"COOPER INDUSTRIES, INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF OHIO, AS RECEIVED AND FILED IN
THIS OFFICE THE THIRTIETH DAY OF NOVEMBER, A.D. 2004, AT 7:03
O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.

3888590 8100M

040860704



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 3511306

DATE: 12-01-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:12 PM 11/30/2004
FILED 07:03 PM 11/30/2004
SRV 040860704 - 2059181 FILE

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

McGraw-Edison Company

INTO

Cooper Industries, Inc

Cooper Industries, Inc, a corporation organized and existing under the laws of the State of Ohio,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 8th day of January, 1919, pursuant to the General Corporation Law of the State of Ohio, the provisions of which permit the merger of a subsidiary corporation of another state into a parent corporation organized and existing under the laws of said state.

SECOND: That this corporation owns all of the outstanding shares of the stock of McGraw-Edison Company, a corporation incorporated on the 11th day of April, 1985, pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members dated November 29, 2004 as filed with the minutes of the Board, determined to merge into itself said McGraw-Edison Company:

Merger with McGraw-Edison Company.

RESOLVED, that the Merger Agreement providing for the merger of McGraw-Edison Company, a Delaware corporation and wholly-owned subsidiary of the Corporation, with and into the Corporation be and hereby is authorized and approved;

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized to execute and deliver on behalf of the Corporation the Merger Agreement, substantially in the form and on the terms and conditions approved in the foregoing resolution, together with such additions, changes or amendments as such officer shall approve, his or her execution and delivery thereof to be conclusive evidence of such approval;

RESOLVED, that the merger shall become effective on November 30, 2004;

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized for and on behalf of the Corporation to prepare, execute and file a Certificate of Ownership and Merger as prescribed by the laws of the State of Delaware;

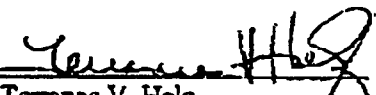
RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized for and on behalf of the Corporation to prepare, execute and file a Certificate of Merger as prescribed by the laws of the State of Ohio; and

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized for and on behalf of the Corporation to execute and deliver any and all other documents and instruments, make any and all filings and to take any and all actions as in their judgment may be necessary, desirable or appropriate (their taking of any such action to be conclusive evidence thereof), in order to carry out the intent and purposes of the foregoing resolutions.

FOURTH: That this corporation survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of McGraw-Edison Company as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of the State of Delaware, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is Cooper Industries, Inc., c/o General Counsel, 600 Travis, Suite 5800, Houston, TX 77002 until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to Cooper Industries, Inc. at the above address.

IN WITNESS WHEREOF, Cooper Industries, Inc. has caused this Certificate to be signed by Terrance V. Helz, its Associate General Counsel and Secretary this 29th day of November, 2004.

COOPER INDUSTRIES, INC.

By 
Terrance V. Helz
Associate General Counsel and Secretary

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark
Registration No. 2,324,402

Mark: LEDISON

-----X
McGRAW-EDISON COMPANY, :
 :
 Petitioner, : Cancellation No. 92,042,545
 :
 v. :
 :
 MULE LIGHTING, INC., :
 :
 Registrant. :
-----X

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ATTN: TRADEMARK TRIAL AND APPEAL BOARD

EXPRESS MAIL CERTIFICATE

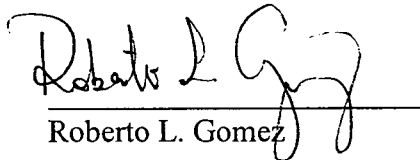
EXPRESS MAIL MAILING LABEL NO. EV 485974791 US
DATE OF DEPOSIT: December 30, 2004

The undersigned hereby certifies that the following papers are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above in an envelope addressed to the Commissioner for Trademarks, P.O. box 1451, Alexandria, VA 22313-21451:

- (1) Petitioner's Motion to Substitute Cooper Industries, Inc. as the Petitioner (including 1 exhibit);
- (2) Petitioner's Motion for Summary Judgment;
- (3) Petitioner's Memorandum of Law In Support of Motion for Summary Judgment;

- (4) Declaration of Glenn Siegel, Director of Marketing and Product Development at the Cooper Lighting division of Cooper Industries, Inc., including exhibits;
- (5) Declaration of Kathryn Barrett Park, Trademark Counsel of General Electric Company and including an exhibit;
- (6) Declaration of Carolyn M. Coley, Marketing Manager for Salton, Inc., including exhibits;
- (7) Declaration of Terrance Helz, Corporate Secretary, Cooper Industries, Inc., including exhibits;
- (8) Declaration of Joshua S. Broitman, including exhibits;
- (9) Certificate of Express Mailing for all of the foregoing documents, dated December 30, 2004, Label No. EV 485974791 US; and
- (10) Return Receipt Postcard

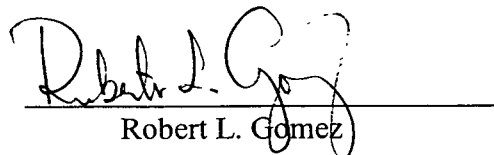
December 30, 2004
Date


Roberto L. Gomez

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **CERTIFICATE OF EXPRESS MAILING** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002
Attorney for Registrant
Mule Lighting, Inc.


Robert L. Gomez

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark
Registration No. 2,324,402

Mark: LEDISON

-----X		
McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	Cancellation No. 92,042,545
	:	
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
-----X		

DECLARATION OF KATHRYN BARRETT PARK

Kathryn Barrett Park declares pursuant to 37 C.F.R. §2.20 and 28 U.S.C. §1746:

1. I am Trademark Counsel of General Electric Company ("GE"), Schenectady, New York, and submit this declaration on behalf of the McGraw-Edison Company ("McGraw-Edison") in support of its motion for summary judgment in the referenced cancellation action.

2. I have reviewed McGraw-Edison's Petition for Cancellation, Registrant's United States Trademark Registration No. 2,324,402 for the mark LEDISON and Registrant's Internet website, <http://www.mulelighting.com>. I believe that I am competent to make this declaration and, except as otherwise stated, I have personal knowledge of the facts contained in this declaration.

3. The General Electric Company was founded more than 100 years ago by Thomas Edison, who invented improvements to the incandescent electric lamp that made it commercially viable. Thomas Edison was also the founder of Thomas A. Edison, Incorporated which is the successor to a family of other companies that marketed inventions of Thomas Edison under the EDISON brand name. Thomas A. Edison, Incorporated maintained manufacturing facilities and the famed Edison Laboratory in what is today renamed Edison, New Jersey.

4. It is my understanding that Petitioner McGraw-Edison is the successor to Thomas A. Edison, Incorporated and proprietor of EDISON trademarks as applied to a diverse line of electronic products, as well as rights of publicity in the name and persona of Thomas A. Edison.

GE's Use of the "GE EDISON" Trademark

5. Since at least as early as 1914, GE has been marketing a line of light bulbs under brand name GE EDISON. The GE EDISON trademark was registered by GE in the United States Patent and Trademark Office on July 25, 1916 as U.S. Registration No. 0111634. This mark has been used by GE continuously from its first introduction of electric light bulbs to the marketplace. As a result of this extensive use, the GE EDISON trademark has become a valuable property of GE which is recognized throughout the United States and the world.

6. The GE EDISON line of light bulbs is shown at GE's website http://www.gelighting.com/na/home_lightin/products/edison_main.htm. (Annexed hereto as **Exhibit 1**)

7. McGraw-Edison and its predecessor companies have recognized GE's rights in the GE EDISON trademark.

8. For more than 100 years, McGraw-Edison and GE have cooperated in policing the marketplace against unauthorized uses of the EDISON trademark. *See e.g., Thomas A. Edison, Inc. v. Shotkin*, 69 F. Supp. 176; 1946 U.S. Dist. LEXIS 1904 (Dist. Col. 1946)(setting forth historical information concerning the Edison Family of companies and the consents that Thomas Edison granted to companies in the power generation field to use the EDISON trademark). This cooperation between McGraw-Edison and GE continues to the present day in the parties' marketing of their respective products lines, and in joint efforts to maintain the good will and reputation for excellence associated with the EDISON brand.

Registrant's Use of the Trademark LEDISON

9. I have reviewed registrant's Internet website and been advised about registrant's marketing and sale of LED light bulbs under the trademark "LEDISON". It is my belief that registrant's use of the trademark "LEDISON" in connection with the sale of light bulbs trades upon the established good will associated with GE's GE EDISON light bulbs as well as the many lighting and electrical products marketed by McGraw-Edison and its affiliated companies under the EDISON trademark, thereby diluting the distinctiveness of the EDISON and GE EDISON trademarks.

10. It is my further belief that registrant's use of the trademark "LEDISON" in connection with the marketing and sale of light bulbs will mislead the public to believe that McGraw-Edison, GE or other affiliated companies have sponsored or approved of registrant's

use of the "LEDISON" mark, thereby damaging the established reputation and goodwill associated with the EDISON name and trademarks.

Pursuant to the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 20th day of December 2004.



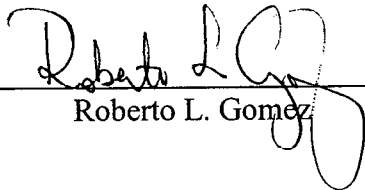
KATHRYN BARRETT PARK

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing
DECLARATION OF KATHRYN BARRETT PARK was mailed, first class, postage prepaid
to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*



Roberto L. Gomez



GE Consumer & Industrial Lighting



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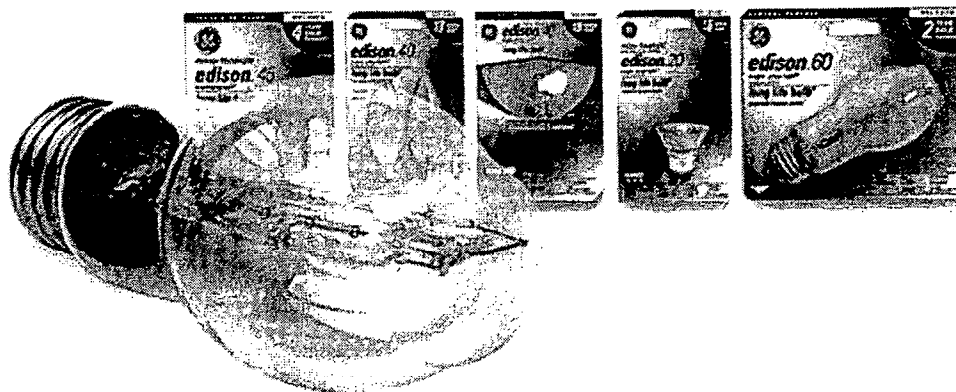
> [Design with Light](#)

> [Where to Buy](#)

> [Ask Us](#)

Home > Products : GE Edison™

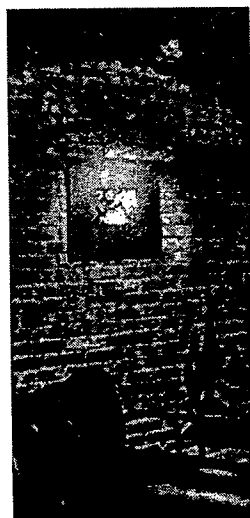
GE Edison™ light bulbs



The Premium Lineup of Lighting Solutions.

Why settle for less than the best? Showcase the beauty of your home with the highest quality of light. Experience exceptional white light of GE Edison.

About GE Edison



Brighter, Crisper, Whiter Light

GE Edison halogen bulbs provide the bright white light that makes your home look its best. That's why professionals choose GE Edison for exceptional results and longer bulb life.

Why Halogen?

Halogen lamps provide a small, highly efficient white light source that brings out the beautiful colors in your home. Unlike standard incandescent bulbs, halogen lamps use halogen gas which allows the bulbs to burn more intensely without sacrificing life.

Compared to Incandescent Bulbs, Halogen Bulbs Provide:

- Crisp, white light
- Excellent beam control
- High lumen maintenance (which means it stays bright over most of its life)
- Energy savings
- Compact size
- Long life

NOTE: Not all features available on all GE Edison products

Related Links



> [Purchase GE light bulbs save your](#)

future.

Sign up at Upromise to earn 3% toward child's college education every time you purchase GE Edison and Related light bulbs at participating stores.

> [Find out more](#)

GE Edison bulbs can be found in these product categories. Make sure to look for the GE Edison brand!

- > [General Purpose](#)
- > [Track & Recessed](#)
- > [Decorative Bulbs](#)
- > [Specialty Bulbs](#)

> [Where to Buy Bulbs](#)

See stores in your area that sell GE light bulbs

(Not all bulbs are in stores, so save time calling ahead!)

> **Halogen Facts**
Halogen light has a bad rap in recent years. Find out why some common misconceptions are untrue.

> **Home** > **Products** > **Design with Light** > **Where to Buy** > **Ask Us**
> **Press Room** > **Corporate** > **Investor Information** > **Privacy Policy** > **Accessibility Statement** > **Terms and Conditions**

Copyright General Electric Company 1997-2004

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the Matter of Trademark
Registration No. 2,324,402**

Mark: LEDISON

-----X		
McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	
	:	Cancellation No. 92,042,545
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
-----X		

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ATTN: TRADEMARK TRIAL AND APPEAL BOARD

EXPRESS MAIL CERTIFICATE

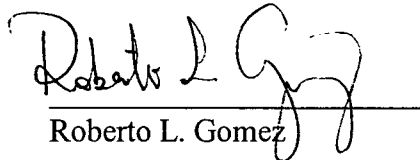
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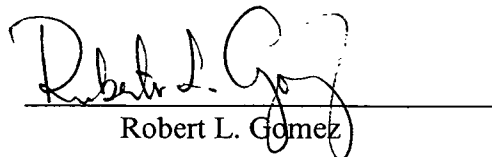
December 30, 2004
Date


Roberto L. Gomez

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **CERTIFICATE OF EXPRESS MAILING** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002
Attorney for Registrant
Mule Lighting, Inc.


Robert L. Gomez

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark
Registration No. 2,324,402

Mark: LEDISON

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McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	Cancellation No. 92,042,545
	:	
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
-----	X	

REDACTED

**MEMORANDUM OF LAW IN SUPPORT OF
PETITIONER'S MOTION FOR SUMMARY JUDGMENT**

Glenn F. Ostrager
Joshua S. Broitman
OSTRAGER CHONG FLAHERTY & BROITMAN P.C.
250 Park Avenue, Suite 825
New York, NY 10177-0899

Attorneys for Petitioner

TABLE OF CONTENTS

TABLE OF AUTHORITIES	iii
Preliminary Statement	1
FACTUAL BACKGROUND	3
A. Petitioner and Affiliated Companies	3
1. Thomas A. Edison and His Company.....	3
2. Petitioner’s Acquisition and Use of the “Edison” Commercial Rights	5
3. Petitioner’s U.S. Trademark Registrations for the EDISON Trademarks	7
B. Third-Party Uses of the EDISON Trademarks	9
1. The Edison Legacy.....	9
2. The General Electric Company.....	9
C. Registrant’s LEDISON Mark	10
1. The ‘402 Registration.....	10
2. Registrant’s Use of the LEDISON Mark	10
3. Registrant’s Bad Faith.....	12
ARGUMENT.....	13
PETITIONER IS ENTITLED TO SUMMARY JUDGMENT CANCELING U.S. REGISTRATION NO. 2,324,402	13
I. Registrant’s LEDISON Mark Is Likely To Cause Confusion With Petitioner’s EDISON Trademarks	14
A. Strength of the EDISON Trademarks	15
B. Registrant’s LEDISON Mark is Substantially Identical to Petitioner’s EDISON Trademarks.....	16

C. Registrant's Goods are Virtually Identical to Petitioner's Goods..... 17

D. The Relationship Between the Parties' Channels of Trade
And Advertising, Plus the Classes of Prospective Purchasers..... 18

E. Registrant Adopted the LEDISON Mark in Bad Faith..... 19

F. Actual Confusion 19

II. Registrant's LEDISON Mark Falsely
Suggests A Connection With Thomas Edison..... 20

III. Registrant is Diluting Petitioner's Famous EDISON Trademarks..... 22

CONCLUSION 25

CERTIFICATE OF SERVICE..... 26

TABLE OF AUTHORITIES

Cases

Anderson v. Liberty Lobby, Inc.
477 U.S. 242 (1986)..... 13

Du Barry of Hollywood, Inc. v. Richard Hudnut,
323 F.2d 986 (9th Cir. 1963) 23

Edison v. Edison Polyform Mfg.
73 N.J. Eq. 136, 67 A. 392 (N.J. Eq. 1907) 3

In re E.I. du Pont de Nemours & Co.,
476 F.2d 1357, 177 USPQ 563 (CCPA 1973)..... 14, 15

EMC Corp. v. Hewlett-Packard Co.,
59 F. Supp. 2d 147 (D. Mass 1999)..... 19

Equine Techs Inc. v. Equitechnology, Inc.,
68 F.3d 542 (1st Cir. 1995)..... 22

Federated Foods, Inc. v. Fort Howard Paper Co.,
544 F.2d 1098, 192 USPQ 24 (CCPA 1976)..... 14, 15

In re James Raymond Bevan,
2002 TTAB LEXIS 181 (TTAB 2002)..... 16, 17, 19

In re Julie White,
2002 TTAB LEXIS 529 (TTAB 2004)..... 20-22

In re Kent-Gamebore Corp.,
59 USPQ2d 1373 (TTAB 2001) 17

Levi Strauss & Co. v. Genesco, Inc.,
222 USPQ 939 (Fed. Cir. 1984)..... 13

In re Louis Upkins,
2002 TTAB LEXIS 212 (TTAB 2002)..... 15, 16, 18

Metromedia Steakhouses, Inc. v. Pondco II Inc.,
28 USPQ2d 1205 (TTAB 1993) 14

Mosley v. V Secret Catalogue, Inc.
537 U.S. 418, 65 USPQ2d 1801 (2003) 24

<i>Motschenbacher v. R.J. Reynolds Tobacco Co.</i> 498 F.2d 821 (9th Cir. 1974)	21
<i>The NASDAQ Stock Market, inc. v. Antartica, S.r.l.</i> , 2003 TTAB LEXIS 391, 69 USPQ2d 1718 (TTAB 2003)	23, 24
<i>In re North American Free Trade Association</i> , 43 USPQ2d 1282 (TTAB 1998)	21
<i>Quaker State Oil Refining v. Garrity Oil Co.</i> , 884 F.2d 1510 (1 st Cir. 1989).....	13
<i>Sweats Fashions Inc. v. Pannill Knitting Co.</i> , 4 USPQ2d 1793 (Fed. Cir. 1987)	14
<i>TBC Corp. v. Holsa Inc.</i> , 126 F.3d 1470, 44 USPQ2d 1315 (Fed. Cir. 1997)	19
<i>The Toro Co. v. ToroHead, Inc.</i> , 2001 TTAB LEXIS 823, 61 USPQ2d 1164 (TTAB 2001)	22, 23
<i>Two Pesos, Inc. v. Taco Cabana, Inc.</i> , 505 U.S. 763 (1992), <i>reh'g denied</i> , 505 U.S. 1224 (1992).....	23
<i>Univ. of Georgia Athletic Assoc. v. Laite et al.</i> , 756 F.2d 1535 (11 th Cir. 1985)	16
<i>Univ. of Notre Dame du Lac v. J.C. Gourmet Food Imports Co.</i> , 703 F.2d 1372, 217 USPQ 505 (Fed. Cir. 1983)	21
<i>Volkswagenwerk v. Wheeler</i> , 814 F.2d 812 (1 st Cir. 1987).....	19

Statutes and Rules

15 U.S.C. § 1052(a)	20
15 U.S.C. § 1052(d).....	14
15 U.S.C. § 1125(c)	22
Fed.R.Civ.P. 56(c)	13
TBMP § 309.03(b).....	14

Treatises and Other Authorities

J. Thomas McCarthy
McCarthy on Trademarks, (2004) Vol. 3, §23:18, p. 23-68 20

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the Matter of Trademark
Registration No. 2,324,402**

Mark: LEDISON

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McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	
	:	Cancellation No. 92,042,545
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	
-----	X	

**MEMORANDUM OF LAW IN SUPPORT OF
PETITIONER'S MOTION FOR SUMMARY JUDGMENT**

Preliminary Statement

Petitioner McGraw-Edison Company ("McGraw-Edison"), a wholly-owned subsidiary of Cooper Industries, Inc. ("Cooper")¹, is the successor to the publicity and commercial rights associated with the name, likeness, and signature of the famous inventor Thomas A. Edison (the "EDISON Publicity Rights") and the trademarks EDISON and THOMAS A. EDISON as applied to a variety of consumer and electronic products, such as lighting products.² The EDISON Publicity Rights and trademarks have been commercially exploited by Petitioner, its

¹ On December 1, 2004, McGraw-Edison was merged into Cooper, thus all McGraw-Edison assets are now owned by Cooper. The term "Petitioner" is used herein to refer to both McGraw-Edison, pre-December 1, 2004, and Cooper thereafter. Petitioner is filing herewith a separate motion to substitute Cooper as the petitioner in this action.

² Among Thomas Edison's many great achievements is the invention of the first practical electrical incandescent light bulb and power generation technologies that power and light the modern world.

predecessors and their affiliated companies for over a century, and have acquired enormous goodwill and consumer value.

Notwithstanding Petitioner's long-standing prior rights, Registrant Mule Lighting, Inc. commenced using an "Edison" mark in combination with the letter "L" in connection with the sale of light bulbs, and registered the mark LEDISON as U.S. Trademark Registration No. 2,324,402 ("the '402 Registration") as applied to "light emitting diodes and light emitting diode displays", i.e., light bulbs. Petitioner brought this action to cancel the '402 Registration.

In this motion, Petitioner shows that there are no genuine issues of material fact regarding the parties' marks or their respective uses of the marks, and that Petitioner is entitled to summary judgment canceling the '402 Registration on grounds that the LEDISON mark: (i) is likely to cause confusion with Petitioner's EDISON trademark, or to cause mistake, or to deceive in violation of 15 U.S.C. § 1052(d) (POINT I, *infra*); (ii) falsely suggests a connection with Thomas Edison in violation of 15 U.S.C. § 1052(a) (POINT II, *infra*); and (iii) dilutes the distinctiveness of Petitioner's EDISON trademark in violation of 15 U.S.C. § 1125(c)(1)(POINT III, *infra*).³ It is manifest that Registrant's unauthorized use of a mark substantially identical to Petitioner's EDISON trademark as applied to light bulbs, perhaps the most famous of Thomas Edison's inventions, is intended to exploit the commercial value associated with the EDISON name, persona, and trademark that has been developed for over a century by Petitioner, its predecessors and its affiliated companies.

³ In support of Petitioner's motion, Petitioner submits the Declarations of: Glenn Siegel, a Director of Marketing and Product Development for the Cooper Lighting Division of Cooper Industries, Inc. (the "Siegel Decl."); Terrance Helz, Corporate Secretary of Cooper Industries, Inc. (the "Helz Decl."); Kathryn Barrett Park, Trademark Counsel of General Electric Company (the "Park Decl."); Carolyn M. Coley, a Marketing Manager for Salton, Inc. (the "Coley Decl."); and Joshua S. Broitman, Petitioner's counsel, (the "Broitman Decl.") with Exhibits PX 1 – PX 10, annexed thereto (hereinafter, "PX __")

FACTUAL BACKGROUND

A. Petitioner and Affiliated Companies

Petitioner, its predecessors and affiliated companies, including Thomas A. Edison and his company Thomas A. Edison, Incorporated, have actively marketed diverse lines of consumer and electronic products for more than a century under the brands EDISON and THOMAS A.

EDISON, and for nearly fifty years under the brand MCGRAW-EDISON (collectively, the “EDISON Trademarks”). (Helz Decl., ¶¶ 2, 11-12; Siegel Decl, ¶ 4)

1. Thomas A. Edison and His Company

Throughout the late 1800s and early 1900s, Thomas A. Edison invented and developed hundreds of commercial products, perhaps most notably the first practical electrical incandescent light bulb. (PX 3; Deposition of Robert P. Cross (“Cross Dep.”), p. 108, annexed as PX 1 to the Broitman Decl.) It is not disputed that Thomas Edison is recognized as one of the most distinguished inventors in American history, and that Mr. Edison’s name is associated with light bulbs. (PX 3; PX1-Cross Dep., pp. 21-22)

Thomas Edison and his company, Thomas A. Edison, Incorporated, of West Orange, New Jersey, also marketed diverse lines of industrial power equipment, consumer electronics and electrical home appliances under the brands THOMAS A. EDISON and EDISON. (Helz Decl., ¶ 2) During his lifetime, Mr. Edison vigorously exercised and protected the commercial and publicity rights in his name and likeness, including the assertion of such rights in the New Jersey Courts where he resided. *See, e.g., Edison v. Edison Polyform Mfg. Co.*, 67 A. 392, 395 (N.J. Ch. 1907). Because of Thomas Edison’s contributions to the advancement of science and technology, particularly in the fields of lighting and electronic products, and the widespread commercial activity under the EDISON Trademarks by Mr. Edison and his company, the

EDISON Trademarks became among the most famous in the world. Likewise, the "Edison" name is one of the most recognized names in American history, immediately identifying Thomas Edison and his achievements.

Prior to his death, Mr. Edison, by Assignment dated November 24, 1930, transferred his commercial and publicity rights to his company. Among the concerns addressed by Mr. Edison in the Assignment was the need to protect the public against deception from unauthorized uses of his name, likeness and signature. (Helz Decl. ¶ 4; Ex. 1) The Assignment provides, in part:

I am informed and believe that the capital invested in American Industries based upon or substantially affected by my inventions and discoveries exceeds twenty billion dollars. I realize that the public has for a great many years associated my name with the industries based upon my inventions and discoveries and also with the articles of commerce manufactured by the companies in which I am interested. I do not wish my name to be used for commercial purposes indiscriminately by concerns with which I have had no association. ...I realize also that the public has placed faith and credit in the industries that use my name with my authority and in the articles of commerce manufactured by the companies in which I am interested. I desire, as completely as possible, to protect the industries which rightfully use my name, to justify the public's faith in my name in these industries, and to prevent, as far as I may be able to do so, the unauthorized commercial use of my name, portrait and signature.

* * *

In furtherance of these purposes, I, Thomas A. Edison, of West Orange, New Jersey, therefore assign, transfer and convey to you, Thomas A. Edison, Incorporated, a New Jersey corporation, having your principal office at West Orange, New Jersey, your successors and assigns, all rights not heretofore conveyed, in and to the names EDISON and THOMAS A. EDISON for commercial purposes and for the promotion of research and inventions in whatsoever forms the same may be used, including my signature, which is now extensively used as a trade mark by you; and also my rights for the use for commercial purposes of all portraits, photographs and pictures of myself.

It is my desire that no persons or concerns, not duly authorized so to do, shall use my name, signature or portrait for commercial purposes unless permission be first obtained from you, your successors or assigns, and I trust that my wish will be respected, but if not I direct that unauthorized users of my name, signature or portrait be vigorously prosecuted.

2. Petitioner's Acquisition and Use of the "Edison" Commercial Rights

Thomas A. Edison, Incorporated subsequently sold substantially all of its assets to McGraw-Edison Company of Elgin, Illinois ("McGraw-Edison-Elgin"), including the EDISON Trademarks and EDISON Publicity Rights. (Helz Decl. ¶ 5, Exs. 2, 3) Thereafter, Cooper⁴ acquired McGraw-Edison-Elgin, which was restructured as Petitioner McGraw-Edison Company.⁵ McGraw-Edison Company later merged into Cooper. (Helz Decl., ¶ 9, Ex. 7)

Throughout the foregoing transition period, the EDISON Trademarks continued to be used in connection with commercial products by Petitioner and its predecessors. Since at least 1958, McGraw-Edison-Elgin and, later, McGraw-Edison Company and Cooper used the EDISON Trademarks on a diverse line of consumer electric and electronic products, including lighting fixtures. (Helz Decl., ¶ 11; Siegel Decl., ¶ 4) In the mid-1980's, the "Edison" name was used as part of Petitioner's trade name in connection with their lighting products – "Edison Lighting". (Siegel Decl., ¶ 8, Ex. 6)

In recent years, Cooper Lighting has marketed electric lighting fixtures and buss fuses under the EDISON Trademarks through electrical wholesalers and distributors, "Do-It-Yourself" stores and retail channels such as Home Depot. (Siegel Decl., ¶10) Cooper Lighting also sells several product lines that include LEDs, such as LED traffic signals and emergency exit signs. (Siegel Decl., ¶ 5, Exs. 4, 5) All of these products are directly competitive with Registrant's

⁴ Cooper is a holding company for Petitioner and affiliated companies including Cooper Lighting, Inc. ("Cooper Lighting") and Cooper Power Systems, Inc. ("Cooper Power Systems") that market diverse lines of industrial and consumer electronic products under the EDISON Trademarks. (Helz, ¶¶ 12-13)

⁵ In the acquisition, McGraw-Edison-Elgin later became a subsidiary of CI Acquisition Company, which was, in turn, a subsidiary of Cooper. (Helz Decl., ¶ 6, Ex. 28) In 1986, McGraw-Edison-Elgin merged with the CI Acquisition Company. (Helz Decl., ¶ 7, Ex. 29) Cooper later changed the name of one of its subsidiaries to Petitioner McGraw-Edison Company and certain assets of CI Acquisition Company, including the EDISON Trademarks and EDISON Publicity Rights were sold to McGraw-Edison. (Helz Decl., ¶ 8, Ex. 6).

product lines. (Siegel Decl., ¶ 16; PX1-Cross Dep., pp. 13-14, 39, 50-52, 106, 113)

Petitioner and its affiliated companies promote their EDISON brand products through catalogs, Internet advertising, brochures, point-of-sale displays, co-op advertising, and by attending trade shows throughout the country. (Siegel Decl., ¶¶ 4-5, 11) Petitioner has expended in excess of one million dollars for such promotions in the past year. (*Id.*)

Sales of products under the EDISON Trademarks over the last century by Petitioner, its predecessors and affiliates are believed to have totaled billions of dollars. Over the last ten years, Cooper Lighting's sales under the EDISON Trademarks have totaled hundreds of millions of dollars and are presently in excess of 20 million dollars per year. (Siegel Decl., ¶ 7)

Cooper Power Systems markets power generation equipment, computer hardware and software under the EDISON Trademarks to public utilities throughout the country. (Helz Decl., ¶ 13) In connection therewith, Cooper owns and operates the THOMAS A. EDISON TECHNICAL CENTER in Franksville, Wisconsin, an internationally recognized laboratory devoted to research and development of electric power technology. (*Id.*; PX 4)

Petitioner and its affiliated companies are also engaged in developing new products as well as licensing opportunities for the EDISON Trademarks, and in protecting these rights against unauthorized use. (Siegel Decl., ¶ 13; Helz Decl. ¶ 14; PX 5) Petitioner, through affiliates, is presently planning to expand its offerings of EDISON brand consumer electronic products. (Siegel Decl., ¶¶ 13-14; Coley Decl., ¶ 5) Apart from its U.S. marketing activities, Cooper recently began construction of a 30 million dollar EDISON TECHNICAL CENTER in Shanghai, China. (Helz Decl., ¶ 14) Among other objectives, Petitioner and its affiliates plan to develop new generations of EDISON products for worldwide distribution. (*Id.*; Siegel Decl., ¶¶ 13-14; Coley Decl., ¶ 5)

Petitioner's licensee, Salton, Inc. ("Salton") and its predecessor Toastmaster, Inc. ("Toastmaster") have also marketed EDISON brand consumer electronic appliances. (Coley Decl., ¶¶ 4-8; Helz Decl., ¶ 12) Beginning in or about 1980, Toastmaster commenced marketing home appliances, such as, fans and humidifiers, under the EDISON Trademarks. (Coley Decl., ¶ 4, Ex. 1) Salton acquired Toastmaster in 1999 and continued product sales pursuant to license with Petitioner under the EDISON Trademarks. (Coley Decl. ¶¶ 2, 5, 9) Toastmaster markets its EDISON brand products through national retail outlets, such as Wal-Mart and K-Mart. (Coley Decl. ¶ 5) In December 2001, Salton commenced marketing a line of home appliances under the EDISON brand, including toaster-oven broilers, blender/chopper combo unit, coffee urns, rice cookers, and electric skillets. (Coley Decl., ¶ 6, Exs. 2-5) Salton has recently introduced a line of EDISON home appliances on the QVC Home Shopping Network and QVC internet website at <<http://www.qvc.com>>. (Coley Decl., ¶ 8, Exs. 6-7)

As a result of the foregoing commercial activity by Mr. Edison and his company during his lifetime and thereafter by successor companies and their licensees, Mr. Edison's name, likeness and signature, and the EDISON Trademarks, have acquired enormous goodwill and consumer value.

3. Petitioner's U.S. Trademark Registrations for the EDISON Trademarks

Petitioner owns the following federal registrations for the EDISON Trademarks (status and title copies of which are submitted with this motion as PX 10):

TRADEMARK	REG. NO.	REG. DATE	FIRST USE	CLASS	GOODS
EDISON	372,127	10/24/1939	07/23/1936	009	Electrical switches and electric relays
EDISON	409,187	09/19/1944	06/1940	009	Indicating instruments- namely, temperature indicators and indicating instruments or units each comprising an assembly of a temperature indicator, a pressure gauge, and a differential pressure gauge
EDISON	1,288,874	08/07/1984	09/01/1974	009	Indoor and outdoor electric light fixtures
EDISON	1,636,822	03/05/1991	08/24/1987	009	Electric lighting fixtures
THOMAS A. EDISON TECHNICAL CENTER	1,644,681	05/14/1991	12/1959	042	Electrical testing and analytical services for the electric power generation, transmission and distribution industry
THOMAS A. EDISON (signature logo)	2,443,841	04/17/2001	01/1958	011	Electric lighting fixtures and components therefore; namely, electric ballasts, electrical transformers and track lighting units
THOMAS A. EDISON	2,495,399	10/09/2001	01/1958	011	Electrical lighting fixtures and components therefore; namely, electric ballasts, electrical transformers and track lighting units
EDISON	2,726,711	06/17/2003	12/06/2001	011	Electric kitchen appliances for domestic use; namely, counter-top toaster, broiler and cooking ovens, electric skillets and coffee makers and coffee urns
MCGRAW-EDISON	2,294,981	11/30/1999	06/09/1958	011	Electric lighting fixtures
MCGRAW-EDISON	2,015,393	11/12/1996	02/10/1994	009	Transformers, voltage regulators, power capacitors, fuses, fault indicators,

B. Third-Party Uses of the EDISON Trademarks

The EDISON brand and name have acquired enormous fame through Petitioner's, and its predecessors', marketing activities under the EDISON Trademarks – which span more than a century. (Siegel Decl., ¶ 12; Coley Decl., ¶ 10) The fame of the EDISON Trademarks has been further enhanced by Petitioner's cooperation with a “family” of Edison companies, all founded by or otherwise associated with Thomas A. Edison, which market consumer products under the EDISON Trademarks (the “Edison Family of Companies”). Petitioner and the Edison Family of Companies have cooperated to police the market against unauthorized infringements of the EDISON Trademarks. (Park Decl., ¶ 8; Broitman Decl., ¶ 6, PX 5)

1. The Edison Legacy

In 1878, Thomas Edison and a group of investors established Edison Electric Light Company (“EELC”), the predecessor to the General Electric Company (“GE”), to develop power generation technologies (the “Edison Technology”). (PX 6, ¶ 47) Power utilities throughout the country that licensed the Edison Technology were permitted to use the “Edison” name as a part of their company names. (PX 6, ¶ 48) Thus, for more than a century, a variety of electric utility companies throughout the country have used the “Edison” name in the power generation field. As recent as 1985, SCE Corp, a California utility company, obtained Petitioner's consent to rename its company “Edison International”. (PX 6, ¶ 62)

2. The General Electric Company

Among Thomas Edison's greatest achievements was the invention of the electric light bulb. For nearly a century, with the consent of Petitioner and its predecessors, GE has marketed a line of electric light bulbs under the trademark “GE EDISON”. (Park Decl., ¶¶ 4-7) GE markets its GE EDISON line bulbs nationally to the general public in hardware and convenience

stores, as well as through national chain stores. GE's product is shown at its website.⁶ (Park Decl., ¶ 6) GE's representatives concur that Registrant's marketing of LEDISON light bulbs evokes an association with GE's long established GE EDISON trademark and Petitioner's EDISON Trademarks. (Park Decl., ¶¶ 9-10)

C. Registrant's LEDISON Mark

1. The '402 Registration

Registrant filed Application Serial Number 75/674,056 on April 5, 1999 for the mark LEDISON (in block letters) based on its use of the mark in connection with "light emitting diodes and light emitting diode displays" in International Class 009. (PX 7) The application asserted first use of the LEDISON mark in interstate commerce since December 1998, long after Petitioner's first and extensive use of the EDISON Trademarks.⁷ Registrant's '402 Registration issued February 29, 2000.

2. Registrant's Use of the LEDISON Mark

Like Petitioner and its affiliated company Cooper Lighting, Registrant is a manufacturer of lighting equipment such as emergency and exit lighting, compact fluorescent lighting, and commercial and industrial lighting. (PX 1-Cross Dep., pp. 5, 9-11; PX 8; Siegel Decl, ¶ 3) Registrant's product line also includes solid-state LED light bulbs for applications such as exit fixtures and emergency lighting units, as well as decorative, accent and general purpose lighting.

⁶ <http://www.gelighting.com/na/home_lighting/products/edison/mail.htm>

⁷ The application further asserted that the "mark is used by placing it on the goods, by casting, molding, stamping, or directly imprinting thereon, by use on tags or labels affixed to the goods, or on the containers in which they are shipped, or when such placing is impractical on documents associated with the goods or their sale...." However, Registrant only uses the LEDISON mark on a specification sheet, and has never applied the LEDISON mark to the goods or the containers or packaging for the goods. (PX 1-Cross Dep., pp. 34-35; PX 7, p. 00148).

(*Id.*; PX 11)⁸.

Registrant's apparent strategy for presenting its series of light bulbs to the marketplace was to seize upon Thomas Edison's fame, commercial endeavors, and reputation of excellence and innovation. To that end, Registrant employed the "Edison" name in its "LEDISON Series" light bulbs, which are equivalent to conventional incandescent light bulbs of the type invented and first commercialized by Thomas Edison.⁹ (*Id.*; PX 12) This brand presentation unmistakably associates Registrant's LEDISON light bulbs with Thomas Edison.¹⁰ This is just the sort of indiscriminate misuse of the Thomas Edison name and persona that Mr. Edison sought to guard against by assigning these rights to his company.

Registrant sells its products, including its LEDISON series of light bulbs, throughout the United States to energy service companies and electrical wholesalers and distributors, who then resell the products to entities such as electrical contractors, industrial and plant facility managers and public utilities. (PX 1-Cross Dep., pp. 6, 8, 10, 115-116; PX 2-Registrant's Answers to Petitioner's First Set of Interrogatories, No. 5 ("Registrant's Interrogatory Answers")). It is not disputed that the types of products sold by Petitioner are sold by the same types of electrical wholesalers and distributors that sell Registrant's products. (PX 1-Cross Dep., p. 111; Siegel Decl., ¶ 10; PX 10) Registrant also does not dispute that Cooper and its Cooper Lighting division are direct competitors of Registrant. (PX 1-Cross Dep., pp. 13-14). For example, Cooper Lighting's "AtLite" and "Sure-Lites" brand emergency lighting and exit signs directly

⁸ The LED light bulbs are sold under the trademark DYNALUX, and the trademark MULE appears on the base of the bulbs. (PX 11)

⁹ Registrant admitted that its LEDISON light bulbs compete with all types of light bulbs, including incandescent bulbs, for commercial and residential applications. (PX 1-Cross Dep., pp. 39, 50-52).

¹⁰ The record shows that Thomas Edison and the EDISON Trademarks are closely identified and associated by the public with the Edison Family of Companies. (Siegel Decl., ¶ 12; Coley Decl., ¶ 10; Park Decl., ¶¶ 4-8)

limited. The LEDISON mark does not appear on the product or the packaging. Further, Registrant's sales under the LEDISON brand have been quite limited, less than [REDACTED] over a seven-year period, and the Registrant's LEDISON series light bulbs have been in the marketplace for a relatively short period of time. *See 3 McCarthy on Trademarks*, § 23:18, p. 23-68 ("The absence of evidence of actual confusion is less significant when the period in which the two marks have coexisted is relatively short.").

In sum, an examination of the confusion factors establishes that Registrant's use of the LEDISON mark in connection with the marketing and sale of light bulbs is likely, if not certain, to cause confusion over the source and/or sponsorship of the light bulbs, in violation of Section 2(d) of the Lanham Act.

II. Registrant's LEDISON Mark Falsely Suggests A Connection With Thomas Edison

Petitioner asserts that Registrant's LEDISON mark as applied to light bulbs should be canceled because it falsely suggests a connection to Thomas Edison in violation of Section 2(a) of the Lanham Act, 15 U.S.C. § 1052(a). In determining a Section 2(a) violation, The Board should consider the following:

- (1) that the mark is the same as, or a close approximation of, the name or identity previously used by another person or institution;
- (2) the mark would be recognized as such, in that it points uniquely and unmistakably to that person or institution;
- (3) the person or institution named by the mark is not connected with the activities performed by [Registrant] under the mark; and
- (4) the fame or reputation of the person or institution is such that, when the mark is used with [Registrant's] goods or services a connection with the person or institution would be presumed.

In re Julie White, 2002 TTAB LEXIS 529 at *15 (TTAB 2004).¹⁵

¹⁵ Section 2(a) has its roots in rights of privacy and publicity, i.e., the right to control use of one's identity, personality or persona. *Id.*

opinion from his son-in-law, and proceeded to market LEDISON light bulbs.¹¹ (PX 1-Cross Dep., pp. 22, 23, 30-32)

Registrant's assertion in this action that its marketing strategy is not designed to trade on the EDISON Trademarks and "Edison" fame is beyond preposterous. Registrant itself identifies its LEDISON series light bulbs with "Edison", as evidenced by a hand-written note stating "Edison Red" on a purchase order to Registrant's manufacturer. (PX 1-Cross Dep., pp. 63-64; PX 15). There can be no doubt that Registrant's target consumers also identify LEDISON light bulbs with Thomas Edison and Petitioner's EDISON brand commercial products.

ARGUMENT

PETITIONER IS ENTITLED TO SUMMARY JUDGMENT CANCELING U.S. REGISTRATION NO. 2,324,402

Summary judgment should be granted if, after reviewing the facts in the light most favorable to the non-moving party, no genuine issue of material fact remains. Fed.R.Civ.P. 56(c); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986). To determine that a factual dispute is "genuine," the Board must decide that the evidence is such that a reasonable fact-finder could return a verdict for the non-moving party. *Id.* "The mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment." *Quaker State Oil Refining v. Garrity Oil Co.*, 884 F.2d 1510, 1513 (1st Cir. 1989) *citing Anderson*, 477 U.S. at 247-248; *See also Levi Strauss & Co. v. Genesco, Inc.*, 222 USPQ 939 (Fed. Cir. 1984) (unsupported arguments not sufficient to defeat summary judgment).

Petitioner shows below that there are no genuine issues of material fact that preclude the Board from canceling the '402 Registration for the mark LEDISON in view of Petitioner's long-

¹¹ Registrant did not produce any documents or information evidencing that any further due diligence was conducted by Registrant or its counsel. (PX 1-Cross Dep., p. 36).

standing, prior use and registration of the marks EDISON, THOMAS A. EDISON and MCGRAW-EDISON as applied to similar goods. Therefore, the Board should not hesitate to dispose of this case on summary judgment. *See Sweats Fashions Inc. v. Pannill Knitting Co.*, 4 USPQ2d 1793 (Fed. Cir. 1987)(no relevant evidence to raise genuine issue of material fact).

I. Registrant's LEDISON Mark Is Likely To Cause Confusion With Petitioner's EDISON Trademarks

Petitioner asserts that Registrant's LEDISON mark as applied to LED light bulbs should be canceled because it so resembles Petitioner's previously used and registered EDISON Trademarks as to be likely to cause confusion, or to cause mistake, or to deceive in violation of Section 2(d) of the Lanham Act, 15 U.S.C. § 1052(d). To make out a *prima facie* claim under Section 2(d), Petitioner must establish: (1) that it has standing; (2) that its use and/or registration of the EDISON Trademarks was prior to the first use of the LEDISON mark by Registrant; and (3) that Registrant's use is likely to cause confusion, to cause mistake or to deceive. 15 U.S.C. § 1052(d). Here, likelihood of confusion is the central inquiry, as there can be no doubt that Petitioner has standing¹² and priority of use and registration¹³.

The evidentiary factors the Board considers in determining likelihood of confusion are set out in *In re E.I. du Pont de Nemours & Co.*, 476 F.2d 1357, 1361, 177 USPQ 563 (CCPA 1973):

¹² Any person who believes it is or will be damaged by registration of a mark has standing to file a complaint. TBMP § 309.03(b). Petitioner's real commercial interest in protecting the registered EDISON Trademarks set forth above, alone, is manifest and justifies Petitioner's belief that it will be damaged by the '402 registration. *Federated Foods, Inc. v. Fort Howard Paper Co.*, 544 F.2d 1098, 1101, 192 USPQ 24 (CCPA 1976). Further, establishing a claim of likelihood of confusion is sufficient to show a real interest in the proceeding and that Petitioner has standing. *See Metromedia Steakhouses, Inc. v. Pondco II Inc.*, 28 USPQ2d 1205, 1209 (TTAB 1993).

¹³ Petitioner set forth in detail above undisputed facts concerning commercial use of the EDISON Trademarks over the last century by Petitioner, its predecessors and their affiliated companies. Petitioner also identified several U.S. Trademark Registrations for the EDISON Trademarks. All of Petitioner's use substantially predates Registrant's earliest date of use (December 2000) and its filing date (April 5, 1999).

(1) the similarity or dissimilarity of the marks in their entireties as to appearance, sound, connotation and commercial impression. (2) the similarity or dissimilarity and nature of the goods or services as described in an application or registration or in connection with which a prior mark is in use. (3) the similarity or dissimilarity of established likely-to-continue trade channels. (4) The conditions under which and buyers to whom sales are made, i.e., “impulse” vs. careful, sophisticated purchasing. (5) The fame of the prior mark (sales, advertising, length of use). (6) The number and nature of similar marks in use on similar goods. (7) The nature and extent of any actual confusion. (8) The length of time during and conditions under which there has been concurrent use without evidence of actual confusion. (9) the variety of goods on which a mark is or is not used (house mark, “family” mark, product mark). (10) The market interface between [registrant] and the owner of a prior mark... (11) the extent to which applicant has a right to exclude others from use of its mark on its goods. (12) The extent of potential confusion, i.e., de minimis or substantial. (13) Any other establish fact probative of the effect of use.

Significantly, a petitioner is not required to prove each of these factors, and no one factor is determinative. *Id.* at 1362. The “fundamental inquiry mandated by § 2(d) goes to the cumulative effect of differences in the essential characteristics of the goods and differences in the marks.” *In re Louis Upkins*, 2002 TTAB LEXIS 212 at *2 (TTAB 2002), quoting, *Federated Foods, Inc. v. Fort Howard Paper Co.*, 192 USPQ at 29.

A. Strength of the EDISON Trademarks

The strength of the EDISON Trademarks cannot be overstated. As indicated above, Petitioner’s EDISON Trademarks are among the most popular and recognizable marks in the world, and have been used for nearly a century in diverse fields, including the electric lighting industry in which Registrant markets its products. The EDISON Trademarks represent the innovation and fame of Thomas Edison, one of the most famous people in American history. The strength of the EDISON Trademarks is bolstered by use of the marks by Petitioner’s licensees, and by the ongoing interest in the EDISON Trademarks by potential licensees. *See*,

Univ. of Georgia Athletic Assoc. v. Laite et al., 756 F.2d 1535, 1545 (11th Cir. 1985). Therefore, this factor weighs heavily in favor of a determination that a likelihood of confusion exists.

B. Registrant's LEDISON Mark is Substantially Identical to Petitioner's EDISON Trademarks

In an attempt to gain instant market recognition for its light bulbs, Registrant evoked the goodwill of the EDISON Trademarks and the fame associated with Thomas Edison by using a mark that simply adds the letter "L" to Petitioner's EDISON trademark. The addition of a letter to a previously used mark does not, however, serve to distinguish the marks. *In re James Raymond Bevan*, 2002 TTAB LEXIS 181 at *9 (TTAB 2002). This is especially true when the marks appear on virtually identical goods. *In re Louis Upkins*, 2002 TTAB LEXIS at *4 (the degree of similarity between the marks which is necessary to support a finding of likelihood of confusion declines when the goods are virtually identical)(*see* POINT I (C), *infra*)

The name "Edison" is the most prominent and dominant portion of both Petitioner's and Registrant's marks. Registrant's LEDISON mark not only looks and sounds strikingly similar to Petitioner's EDISON Trademarks, but the commercial impression of both marks is the same. *See Id.* (it is not improper to give more weight to the dominant portion of the marks when determining the commercial impression created by the marks). As set forth above, Petitioner's EDISON Trademarks have been in use for nearly a century and have acquired substantial good will and commercial value, immediately identifying the marks' connection to the famous inventor Thomas Edison. Registrant's LEDISON mark, as applied to light bulbs that are equivalent to the type commonly known to be invented by Thomas Edison, also unmistakably identifies Thomas Edison and therefore has the same connotation as the EDISON Trademarks. Even if purchasers note the slight difference in the marks, they are likely to believe that Registrant's LEDISON mark is simply a version of Petitioner's EDISON Trademarks, adopted

for Registrant's "Edison" style light bulbs.¹⁴ See, *In re Kent-Gamebore Corp.*, 59 USPQ2d 1373 (TTAB 2001)(HI-IMPACT is likely to be confused with IMPACT). Therefore, this factor weighs heavily in Petitioner's favor.

C. Registrant's Goods Are Virtually Identical to Petitioner's Goods

It is well settled that goods need not be identical or even competitive to support a finding of likelihood of confusion. It is sufficient that the goods are related in some manner. *In re James Raymond Bevan*, 2002 TTAB LEXIS 181 at *5. Here, Registrant's goods are virtually identical to the lighting products marketed and sold by Petitioner, its predecessors and affiliated companies for nearly a century.

The goods identified in the '402 Registration are "light emitting diodes and light emitting diode displays". Registrant's application file history does not show use of the mark on LEDs. Instead, Registrant submitted a specimen of use showing light bulbs that are equivalent to conventional incandescent light bulbs except the light source is an LED. Registrant's President, Robert Cross, testified that Registrant's LEDISON series of light bulbs may be used for commercial and residential applications anywhere a conventional incandescent light bulb can be used. (PX 1-Cross Dep. pp. 39, 50-52; PX 12).

Although Petitioner does not currently sell light bulbs, Petitioner and its affiliated companies market a wide range of lighting products under the EDISON Trademarks for commercial and residential applications, such as track lighting. All of these products use light bulbs, including the type Registrant sells as part of its LEDISON series. (Siegel Decl., ¶¶ 3, 4, 8-10) Petitioner also owns several trademark registrations for the mark EDISON as applied to

¹⁴ However, in view of the identical commercial impression, consumers are unlikely to remember the slight difference between the LEDISON mark and the EDISON Trademarks "due to the recollection of the average purchaser, who normally retains a general, rather than a specific, impression of the many trademarks encountered." *In re James Raymond Bevan*, 2002 TTAB LEXIS at *9-10.

light fixtures. *See, e.g.*, Reg. Nos. 1,288,874 and 1,636,822. Further, Petitioner and its predecessors consented to GE's marketing and sale of "GE EDISON" brand incandescent light bulbs, in view of GE's association with Thomas Edison for nearly a century. (Park Decl., ¶¶ 4-7) GE's representatives concur that Registrant's marketing of LEDISON light bulbs is likely to cause confusion with Petitioner's EDISON Trademarks. (Park Decl., ¶¶ 9-10).

Moreover, Petitioner's ongoing efforts to license the EDISON Trademarks and expand the products on which the marks are used evidence that Registrant's and Petitioner's goods are sufficiently related to cause confusion among consumers as to whether the owners of the EDISON Trademarks are affiliated with or have sponsored Registrant's light bulbs.

D. The Relationship Between The Parties' Channels Of Trade And Advertising, Plus The Classes Of Prospective Purchasers

The '402 Registration does not limit or restrict the market for Registrant's light bulbs, thus the Board must presume that "registrant would market their respective goods in all normal trade channels and to all normal classes of purchasers for such goods..." *In re Louis Upkins*, 2002 TTAB LEXIS 212 at *3. Registrant markets and sells its LEDISON series of light bulbs to electrical wholesalers and distributors who then resell the light bulbs to electrical contractors, industrial and plant facility managers and public utilities. (PX 1-Cross Dep., pp. 6, 8, 10, 115-116). Registrant does not dispute that Petitioner markets and sells its goods through the same channels of trade (electrical wholesalers and distributors) or that Petitioner's goods are intended for the same market (electrical contractors, public utilities). (PX 1-Cross Dep., pp. 13-14, 111). Registrant also admits that many of its products are directly competitive with many of Petitioner's products. (*Id.*). Further, both parties promote their products to their target markets through the Internet. (PX 1-Cross Dep., pp. 11-12, 86; PX 21-23). This overlap in target

consumers for the parties' respective products increases the likelihood of confusion.

Volkswagenwerk v. Wheeler, 814 F.2d 812, 818 (1st Cir. 1987)

Further, it is actionable under the Lanham Act, as here, where a party trades on an established brand to garner initial consumer recognition and credibility. Petitioner submits that Registrant's use of the LEDISON mark at least initially causes consumers to mistakenly believe that there is an association between the parties. *EMC Corp. v. Hewlett-Packard Co.*, 59 F. Supp. 2d 147, 150 (D. Mass 1999) ("initial confusion" is actionable under the Trademark Act even if a person is only initially confused but subsequently corrects that confusion). There can be no doubt that consumers of Registrant's LEDISON brand "Edison" style light bulbs associate the product with Thomas Edison, who is indisputably associated with Petitioner's EDISON brand products. Accordingly, the parties' respective channels of trade, advertising and classes of purchasers favor a finding of likelihood of confusion.

E. Registrant Adopted the LEDISON Mark in Bad Faith

Registrant's intent also militates in favor of a finding of confusion, as there can be little doubt that Registrant intended for consumers to associate its LEDISON brand "Edison" style light bulbs with the *bona fide* EDISON Trademarks and the fame of Thomas Edison. Further, it is well established that a "newcomer" has a heightened burden to maintain a safe distance from established trademark proprietors. It is accordingly proper to resolve any doubt on the question of likelihood of confusion against Registrant. *See, TBC Corp. v. Holsa Inc.*, 126 F.3d 1470, 44 USPQ2d 1315 (Fed. Cir. 1997); *In re James Raymond Bevan*, 2002 TTAB LEXIS 181 at *10.

F. Actual Confusion

Proof of actual confusion is not necessary to establish likelihood of confusion. *See, e.g., Volkswagenwerk*, 814 F.2d at 819. Here, Registrant's use of the LEDISON mark has been quite

compete with Registrant's emergency light and exit sign products, and often appear at trade shows attended by Registrant. (PX 1-Cross Dep., pp. 16, 107-108). Registrant's other competitors include the lighting industry in general, including such products as electric ballasts, which are also sold by Petitioner. (PX 1-Cross Dep., pp. 13-14; Siegel Decl., ¶¶ 3-4; U.S. Trademark Registration No. 2,495,399)

Registrant's total sales for its LEDISON series of light bulbs are less than ██████████ for the period December 1998 through August 2004. (PX 1-Cross Dep., pp. 57, 83, 87, 91, 93; PX 13; PX 15-20) Registrant primarily promotes its products, including the LEDISON series of light bulbs, through catalogs and Internet advertising, such as pop-up ads that appear in "Google" and "Overture" Internet search engines. (PX 1-Cross Dep., p. 86) Registrant has also used a public relations firm to prepare news releases that are submitted to various magazines, and attended industry trade shows. (PX 1-Cross Dep., pp. 11-12) Registrant produced documents showing total advertising expenses of approximately ██████████ for all of its products, and approximately ██████████ specifically geared toward its LEDISON series of light bulbs. (PX 1-Cross Dep., pp. 95-99; PX 21-23; PX 2-Registrant's Interrogatory Answers, No. 11)

3. Registrants' Bad Faith

Registrant's president, Robert Cross, testified at his deposition that he was well aware of the fame associated with Thomas Edison and Cooper's lighting products when he selected the LEDISON brand. (PX 1-Cross Dep., pp. 4, 6, 17, 21-22) Cross is Registrant's sole owner and is responsible for the company's product branding and marketing strategies. (PX 1-Cross Dep., p. 4, 6; PX 2-Registrant's Interrogatory Answers, No. 2) Notwithstanding this knowledge, Cross selected the mark LEDISON on his own, conducted his own Internet search, received a verbal

REDACTED

The “initial and critical requirement is that the name (or an equivalent thereof) claimed to be appropriated by another must be unmistakably associated with a particular personality or persona.”¹⁶ *Id.* at *16; *Univ. of Notre Dame du Lac v. J.C. Gourmet Food Imports Co.*, 703 F.2d 1372, 217 USPQ 505, 509 (Fed. Cir. 1983). Here, it is manifest that Registrant’s use of the mark LEDISON as applied to light bulbs, undisputedly the most famous and identifiable of Thomas Edison’s inventions, unmistakably associates Registrant’s light bulbs with the name and heritage of Thomas Edison, and with Petitioner’s EDISON Trademarks. See, *Mostchenbacher v. R.J. Reynolds Tobacco Co.*, 498 F.2d 821 (9th Cir. 1974)(“Objects closely related to a person may perform the same identification function as a ‘name’). The mere fact that Registrant added the letter “L” to Thomas Edison’s name does not allow Registrant to avoid cancellation, because “Edison” is the most dominant and recognizable portion of the mark. *In re North American Free Trade Association*, 43 USPQ2d 1282, 1285 (TTAB 1998)(applicant cannot take another’s name and add matter to it to avoid refusal of false suggestion under Section 2(a)).

There is no dispute that Registrant’s use of the “Edison” name and persona is and has always been unauthorized, and that Registrant is not connected in any way to Petitioner or any of its predecessors, including Thomas Edison.¹⁷

Finally, Registrant does not dispute that Thomas Edison is famous and readily recognized as the inventor of, *inter alia*, the light bulb.¹⁸ (PX 1-Cross Dep., pp. 21-22) Therefore, there

¹⁶ The first and second elements of the four-element test are often viewed as one. *Id.*

¹⁷ As set forth in detail in the Factual Background, herein, the evidence is clear that Petitioner succeeded to, and now owns, all commercial rights in Thomas Edison’s name and persona, including the EDISON Publicity Rights. Neither Petitioner nor any of its predecessors ever authorized Registrant’s use of the “Edison” name or persona.

¹⁸ The TTAB cautioned, however, that the final inquiry should not be focused on determining whether the name would qualify as famous under traditional likelihood of confusion or dilution analyses. Instead, the key is “the combination of (1) the name of sufficient fame or reputation and (2) its use on or in connection

can be no doubt that Registrant's use of LEDISON in connection with its sale of light bulbs admittedly equivalent to the type of light bulbs invented by Thomas Edison unmistakably identifies Thomas Edison to consumers of Registrant's goods.

Accordingly, there is no genuine issue that Registrant's LEDISON mark falsely suggests a connection to Thomas Edison and misappropriates Petitioner's exclusive rights in the EDISON Publicity Rights in violation of Section 2(a).

III. Registrant is Diluting Petitioner's Famous EDISON Trademarks

To make out a *prima facie* case for famous mark dilution under the Federal Trademark Dilution Act, Petitioner must show: (1) that it owns a famous and distinctive mark; (2) that Registrant is making commercial use of the famous mark in commerce; (3) that Registrant adopted its mark after Petitioner's mark became famous; and (4) that Registrant's mark dilutes Petitioner's famous mark. 15 U.S.C. § 1125(c)(1); *The Toro Co. v. ToroHead, Inc.*, 2001 TTAB LEXIS 823 at *28-29, 61 USPQ2d 1164 (TTAB 2001).

As discussed above, Petitioner's EDISON Trademarks are not only "distinctive", but are among the most famous of trademarks, and are therefore entitled to protection under the Lanham Act.¹⁹ Petitioner and its predecessor companies, directly and through licensees, have used the EDISON Trademarks in interstate commerce as applied to diverse commercial fields for nearly a century, and long before Registrant's first use of their infringing LEDISON mark. In recent

with particular goods or services, that would point consumers of the goods or services uniquely to a particular person or institution." *In re White*, 2004 TTAB LEXIS 529 at *23-24.

¹⁹ Petitioner owns valid and subsisting federal registrations for the EDISON Trademarks, including the mark EDISON, as applied generally to electric light fixtures, switches, relays and indicating instruments. See Factual Background. These registrations constitute *prima facie* and conclusive evidence of the validity and distinctiveness of the EDISON Trademarks, of the registrations for the EDISON Trademarks, and of Petitioner's exclusive right to use the EDISON Trademarks as applied to the goods specified in the registrations. See, *Equine Techs Inc. v. Equitechnology, Inc.*, 68 F.3d 542, 544 (1st Cir. 1995).

years, Petitioner has used the EDISON Trademarks on an extensive line of home electric appliances and electric light fixtures through its licensees, Salton/Toastmaster and Cooper Lighting, and in connection with computer hardware and software directed to the power generation and distribution systems market. Through such use, the EDISON Trademarks have acquired enormous goodwill and consumer recognition of substantial value to Petitioner. (*See, e.g., Siegel Decl., ¶ 12; Coley Decl., ¶ 10*)

Moreover, the long commercial use of an historical name, places the EDISON Trademarks in the same category as inherently distinctive and arbitrary marks. *Du Barry of Hollywood, Inc. v. Richard Hudnut*, 323 F.2d 986 (9th Cir. 1963); *Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 768 (1992), *reh'g denied*, 505 U.S. 1224 (1992). Therefore, it cannot reasonably be disputed that Petitioner's EDISON Trademarks are famous marks, and that Registrant's use of the LEDISON mark in commerce commenced after the EDISON Trademarks acquired their famed status.

Finally, the evidence establishes that Registrant is diluting Petitioner's famous EDISON Trademarks. Under the Lanham Act, dilution "means the lessening of the capacity of a famous mark to identify and distinguish goods or services, regardless of the presence or absence of . . ." competition or likelihood of confusion, mistake or deception. 15 U.S.C. § 1127. The Board held that three factors should be considered: (1) the similarity of the marks; (2) renown of the senior party; and (3) "whether target consumers are likely to associate two different products with the mark even if they are not confused as to the different origins of these products." *The NASDAQ Stock Market, inc. v. Antartica, S.r.l.*, 2003 TTAB LEXIS 391, 69 USPQ2d 1718 (TTAB 2003) quoting *Toro*, 61 USPQ2d at 1183. Petitioner showed above that the marks are effectively

identical and that the EDISON Trademarks became famous and distinctive prior to Registrant's earliest priority date, and remain famous and distinctive today.

Petitioner also showed above that there can be no doubt consumers of Registrant's LEDISON light bulbs unmistakably associate the light bulbs with Thomas Edison and the EDISON Trademarks. Petitioner has submitted declarations of representatives of Cooper Lighting (Siegel Decl., ¶ 15-16), GE (Park Decl., ¶¶ 9-10) and Salton (Coley Decl., ¶¶ 11-12) to substantiate the presence of actual dilution. *See Mosley v. V Secret Catalogue, Inc.*, 537 U.S. 418, 423, 65 USPQ2d 1801, 1808 (2003)(actual dilution may be proved by "circumstantial evidence", in particular when the junior and senior marks are identical).

Therefore, members of the public familiar with Petitioner's EDISON Trademarks, when encountering the "Edison" name in connection with Registrant's goods, would either conclude that it was Petitioner's mark being used on or in connection with Registrant's goods or would have to reach a contrary conclusion only by associating the mark less strongly with Petitioner. "Either result would be a blurring and would lessen the capacity of [Petitioner's EDISON Trademarks] to identify goods and services having their source in [Petitioner]." *NASDAQ*, 2003 TTAB LEXIS 391 at *69; *Mosely*, 65 USPQ2d at 1808.

Accordingly, there is no genuine issue that Registrant's LEDISON mark is diluting the EDISON Trademarks in violation of 15 U.S.C. § 1125(c).

CONCLUSION

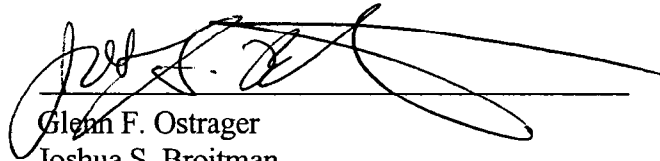
For the foregoing reasons, the Board should grant Petitioner's motion for summary judgment in its entirety.

Dated: December 30, 2004

Respectfully submitted,

McGRAW-EDISON COMPANY

By its attorneys,

A handwritten signature in black ink, appearing to read "Glen F. Ostrager", is written over a horizontal line. The signature is stylized and extends to the right of the line.

Glen F. Ostrager

Joshua S. Broitman

OSTRAGER CHONG FLAHERTY &

BROITMAN P.C.

250 Park Avenue, Suite 825

New York, NY 10177-0899

(212) 681-0600

CERTIFICATE OF SERVICE

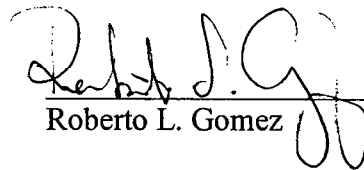
I hereby certify that on this 30th day of December 2004, a true copy of the foregoing

MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR SUMMARY

JUDGEMENT was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*


Roberto L. Gomez

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark
Registration No. 2,324,402

Mark: LEDISON

McGRAW-EDISON COMPANY,

Petitioner,

v.

MULE LIGHTING, INC.,

Registrant.

Cancellation No. 92,042,545

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ATTN: TRADEMARK TRIAL AND APPEAL BOARD

EXPRESS MAIL CERTIFICATE

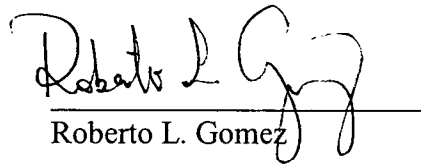
EXPRESS MAIL MAILING LABEL NO. EV 485974791 US
DATE OF DEPOSIT: December 30, 2004

The undersigned hereby certifies that the following papers are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above in an envelope addressed to the Commissioner for Trademarks, P.O. box 1451, Alexandria, VA 22313-21451:

- (1) Petitioner's Motion to Substitute Cooper Industries, Inc. as the Petitioner (including 1 exhibit);
- (2) Petitioner's Motion for Summary Judgment;
- (3) Petitioner's Memorandum of Law In Support of Motion for Summary Judgment;

- (4) Declaration of Glenn Siegel, Director of Marketing and Product Development at the Cooper Lighting division of Cooper Industries, Inc., including exhibits;
- (5) Declaration of Kathryn Barrett Park, Trademark Counsel of General Electric Company and including an exhibit;
- (6) Declaration of Carolyn M. Coley, Marketing Manager for Salton, Inc., including exhibits;
- (7) Declaration of Terrance Helz, Corporate Secretary, Cooper Industries, Inc., including exhibits;
- (8) Declaration of Joshua S. Broitman, including exhibits;
- (9) Certificate of Express Mailing for all of the foregoing documents, dated December 30, 2004, Label No. **EV 485974791 US**; and
- (10) Return Receipt Postcard

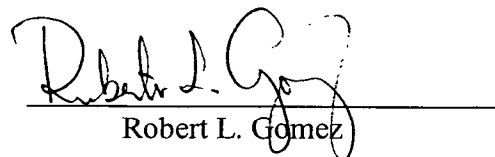
December 30, 2004
Date


Roberto L. Gomez

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **CERTIFICATE OF EXPRESS MAILING** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002
Attorney for Registrant
Mule Lighting, Inc.


Robert L. Gomez

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark
Registration No. 2,324,402

Mark: LEDISON

-----X		
McGRAW-EDISON COMPANY,	:	
	:	
Petitioner,	:	Cancellation No. 92,042,545
	:	
v.	:	
	:	
MULE LIGHTING, INC.,	:	
	:	
Registrant.	:	<u> </u> REDACTED
-----X		

DECLARATION OF JOSHUA S. BROITMAN

Joshua S. Broitman declares pursuant to 37 C.F.R. §2.20 and 28 U.S.C. §1746:

1. I am a partner of the firm of Ostrager Chong Flaherty & Broitman P.C., counsel for petitioner McGraw-Edison Company. I am competent to make this declaration and, except as otherwise stated, I have personal knowledge of the facts contained in this declaration.
2. Attached as Exhibit 1 is a true and accurate copy of the transcript of the deposition of defendant Robert P. Cross ("Cross Dep.").
3. Attached as Exhibit 2 is a true and accurate copy of Registrant's Answers to Petitioner's First Set of Interrogatories.
4. Attached as Exhibit 3 are true and accurate copies of pages 969-971 of The New Encyclopædia Britannica (Macropædia), Vol. 17 (15th Ed.)

5. Attached as Exhibit 4 is a true and accurate copy of a printout dated October 27, 2004 from web site of Cooper Industries at

<http://www.cooperpower.com/products/systems/SE_edison.asp>

6. Petitioner and its predecessors have policed and continue to police the market against the unauthorized use of the name, signature and likeness of Thomas Edison as exemplified by the true and accurate copies of the documents listed below, which are attached as Exhibit 5, to wit:

a. Final Judgment and Permanent Injunction filed March 31, 2000 in the case of McGraw-Edison Company and Cooper Industries v. Thomas A. Edison, Inc. et al., Civil Action No. H-99-1989, U.S. District Court, Southern District of Texas (ME01362-ME01368);

b. U.S. Dept. of Commerce Patent and Trademark Office ("PTO") Notice of Cancellation No. 29,666 (ME03358) with attached with attached Trademark Trial and Appeal Board Inquiry System ("TTABVUE") Report dated October 29, 2004

c. PTO Notice sustaining the opposition of opposer McGraw-Edison against applicant Baby Einstein Co. in Opposition No. 91,151,299 with attached TTABVUE Report dated October 29, 2004.

d. PTO Notice sustaining the opposition of opposer McGraw-Edison against applicant B&P Lamp Supply, Inc. in Opposition No. 91,155,190 with attached TTABVUE Report dated October 29, 2004.

e. Letter dated December 2, 1999 from James W. Feltus to Glenn F. Ostrager (ME03249);

f. Agreement dated July 18, 2002 between McGraw-Edison and Ben Makabi (ME04487-ME04491);

g. Agreement dated August 22, 2002 between McGraw-Edison and Edison Lighting Fixture Manufacturing Corp. (ME03439-ME03436); and

h. TTABVUE Report dated October 29, 2004 for Opposition No. 91,154,206

7. Attached as Exhibit 6 is a true and accurate copy of the Answer and Affirmative Defenses filed by the defendant in the case of *Consolidated Edison Company of New York, Inc. v. Edison International*, 97 Civ. 7311 (LBS), U.S. District Court for the Southern District of New York. (ME01616-01640).

8. Attached as Exhibit 7 is a true and accurate copy of a letter dated March 22, 1999 from Peter R. Hagerty to the Assistant Commissioner for Trademarks together with its accompanying attachments and which is labeled as MULE-00142 to 00149.

9. Attached as Exhibit 8 is a true and accurate copy of a printout dated September 22, 2004 from the web site of Mule Lighting (<http://www.mulelighting.com/>) and previously marked as Cross Dep. Exhibit No. 6.

10. Attached as Exhibit 9 is a true and accurate copy of printouts from the web site of Cooper Lighting and previously marked as Cross Dep. Exhibit No. 24.

11. Attached as Exhibit 10 are certified copies of the status and title of the following United States Trademark Registrations: Registration Nos. 372,127; 409,187; 1,288,874; 1,636,822; 1,644,681; 2,443,841; 2,495,399; 2,726,711; 2,294,981; and 2,015,393.

12. Attached as Exhibit 11 is a true and accurate copy of a printout dated September 27, 2004 from the web site of Mule Lighting and previously marked as Cross Dep. Exhibit No. 4.

13. Attached as Exhibit 12 is a true and accurate copy of a LEDISON Series brochure previously marked as Cross Dep. Exhibit No. 5 which is Bates labeled MULE-00032 to 00036.

14. Attached as Exhibit 13 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00152 to 00156 and previously marked as Cross Dep. Exhibit No. 7.

15. Attached as Exhibit 14 is a true and accurate copy of purchase orders bearing Bates stamp MULE-00241 to 00265 and previously marked as Cross Dep. Exhibit No. 8.

16. Attached as Exhibit 15 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00157-00163 and previously marked as Cross Dep. Exhibit No. 9.

17. Attached as Exhibit 16 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00164 to 00181 and previously marked as Cross Dep. Exhibit No. 10.

18. Attached as Exhibit 17 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00182 to 00205 and previously marked as Cross Dep. Exhibit No. 11.

19. Attached as Exhibit 18 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00206 to 00223 and previously marked as Cross Dep. Exhibit No. 12.

20. Attached as Exhibit 19 is a true and accurate copy of inventory control documents and invoices bearing Bates stamp MULE-00224 to 00240 and previously marked as Cross Dep. Exhibit No. 13.

21. Attached as Exhibit 20 is a true and accurate copy of an inventory control document bearing a run date of 08/31/04 and previously marked as Cross Dep. Exhibit No. 14.

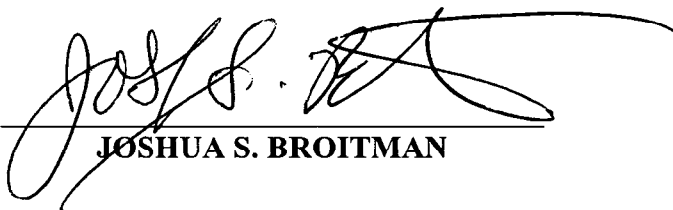
22. Attached as Exhibit 21 is a true and accurate copy of a document bearing the heading "overture google TRA" and previously marked as Cross Dep. Exhibit No. 16.

23. Attached as Exhibit 22 is a true and accurate copy of a set of documents bearing the header "Thomas Rankin Associates" and previously marked as Cross Dep. Exhibit No. 21.

24. Attached as Exhibit 23 is a true and accurate copy of a set of documents bearing the header "Thomas Rankin Associates" and previously marked as Cross Dep. Exhibit No. 22.

Pursuant to the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 30th day of December 2004.



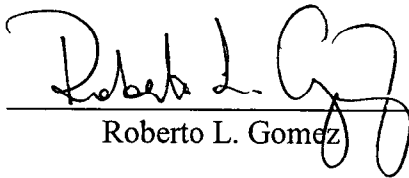
JOSHUA S. BROITMAN

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing
DECLARATION OF JOSHUA S. BROITMAN was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002

*Attorney for Registrant
Mule Lighting, Inc.*



Roberto L. Gomez

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3 In the Matter of Trademark
4 Registration No. 2,324,402

5 Mark: LEDISON

6 McGRAW-EDISON COMPANY
7 Petitioner

8 vs. Cancellation No. 92,042,545

9 MULE LIGHTING, INC.
10 Registrant

REDACTED

11 DEPOSITION OF ROBERT P. CROSS, a Witness in the
12 above-entitled case, taken on behalf of the
13 Petitioner, before Linda L. Guglielmo, RPR-RMR, a
14 Notary Public in and for the State of Rhode
15 Island, at the offices of Allied Court Reporters,
16 115 Phenix Avenue, Cranston, Rhode Island on
17 September 28, 2004, at 9:30 A.M.

18 APPEARANCES:

19 FOR THE PETITIONER.....OSTRAGER, CHONG, FLAHERTY &
20 BROITMAN, PC

21 BY: GLENN OSTRAGER, ESQUIRE
22 250 PARK AVENUE
23 NEW YORK, NY 10177-0899

24 FOR THE REGISTRANT.....CANTOR COLBURN, LLP
BY: CHARLES F. O'BRIEN, ESQUIRE
55 GRIFFIN ROAD SOUTH
BLOOMFIELD, CT 06002

ALLIED COURT REPORTERS, INC.
115 PHENIX AVENUE
CRANSTON, RHODE ISLAND 02920
401/946-5500

Page 2

1 INDEX

2 WITNESS PAGE

3 ROBERT CROSS

4 EXAMINATION BY MR. OSTRAGER.....3

5

6 EXHIBITS

7 (PETITIONER'S)

8 NO. DESCRIPTION PAGE

9 1 NOTICE OF DEPOSITION.....3

10 2 PETITION FOR CANCELLATION.....17

11 3 PATENT APPLICATION.....31

12 4 MULE dynaLUX WEBSITE PAGES.....38

13 5 LEDISON SERIES DOCUMENTS 00032 TO 00036...39

14 6 MULE WEBSITE PAGES.....42

15 7 MULE INVENTORY CONTROL REPORT.....57

16 8 PURCHASE ORDERS, 00241 TO 265.....61

17 9 MULE INVENTORY CONTROL REPORT, 00157 TO

18 10 163.....75

19 11 MULE INVENTORY CONTROL REPORT, 00164 TO

20 12 181.....83

21 13 MULE INVENTORY CONTROL REPORT, 00182 TO

22 14 205.....87

23 15 MULE INVENTORY CONTROL REPORT, 00206 TO

24 16 223.....91

17 13 MULE INVENTORY CONTROL REPORT, 00224 TO

18 14 240.....92

19 14 MULE INVENTORY CONTROL REPORT.....94

20 15 OVERTURE EXPENDITURE REPORTS.....96

21 16 OVERTURE, GOOGLE, TRA REPORT.....98

22 17 OVERTURE SERVICES STATEMENTS.....100

23 18 ACCURATE LITHO INVOICE.....100

24 19 GOOGLE INVOICE.....101

20 20 GOOGLE DOCUMENTS.....102

21 21 THOMAS RANKIN DOCUMENTS.....104

22 22 THOMAS RANKIN INVOICES.....105

23 23 COOPER LIGHTING WEB PAGES.....105

24 21 24 COOPER/MCGRAW-EDISON WEB PAGES.....109

25 25 COOPERLED LED TRAFFIC SIGNALS WEB PAGES..112

26 26 COOPER LIGHTING ATLITE WEB PAGES.....112

27 27 "ABOUT COOPER" WEB DOCUMENTS.....114

Page 4

1 Q. Fine. Sir, you're here pursuant to this notice to

2 testify regarding your knowledge concerning the

3 matters in controversy in this proceeding and

4 you've also been designated by Mule Lighting, Inc.

5 as their representative to testify with regard to

6 the subject areas set forth at Page 3. I'd ask

7 that you turn to Page 3 and ask you to review the

8 list of subject areas and confirm for us that

9 you're knowledgeable regarding the 20 listed

10 items?

11 A. Yes, I am.

12 Q. Have you reviewed all 20, sir?

13 A. Yes.

14 Q. Sir, what is your affiliation or association with

15 Mule Lighting?

16 A. President.

17 Q. Okay. How long have you held that position?

18 A. 1975.

19 Q. Until the present?

20 A. Yes.

21 Q. Sir, could you please describe your educational

22 background.

23 A. Bachelor's Degree in accounting, Master's in

24 Business Administration, Northeastern University.

Page 3

1 (DEPOSITION COMMENCED AT 9:27 A.M.)

2 ROBERT P. CROSS

3 Being duly sworn, deposes and testifies as follows:

4 THE REPORTER: Would you state

5 your full name for the record, please.

6 THE WITNESS: Robert Cross.

7 EXAMINATION BY MR. OSTRAGER

8 Q. Mr. Cross, my name is Glenn Ostrager, I'm with the

9 firm Ostrager, Chong, Flaherty & Broitman, we're

10 located in New York. I'm an attorney for Cooper

11 Industries, Inc. and McGraw-Edison Company with

12 the affiliate of Cooper Industries. We're here

13 today pursuant to a notice of deposition in a

14 patent for cancellation proceedings captioned

15 McGraw-Edison Company against Mule Lighting, Inc.

16 First thing I'd like to do is show you a notice of

17 deposition which we'll mark as Petitioner's

18 Exhibit 1, and I'll ask you if you've ever seen

19 that document before?

20 (PETITIONER'S EXHIBIT 1

21 MARKED FOR IDENTIFICATION)

22 A. Yes, I have.

23 Q. When did you first see that document?

24 A. Some time in the last month, I guess.

Page 5

1 Q. When did you obtain your degree from Northeastern

2 University?

3 A. The early '70s.

4 Q. Could you describe your employment history prior

5 to joining Mule?

6 A. I was in the military, U.S. Air Force in the

7 '60s, then I held a couple of part-time jobs while

8 I was going to college, and then I began working

9 for Tyco Laboratories (phonetic) now known as Tyco

10 International and worked there for about three

11 years and then came to Mule.

12 Q. What position did you hold with Tyco Laboratories?

13 A. Assistant treasurer.

14 Q. Sir, what type of business is Mule Lighting?

15 A. We manufacture and distribute emergency

16 lighting, exit signs and LED lighting products at

17 this time.

18 Q. From 1975 to the present, has the business always

19 been approximately what you just described?

20 A. That, plus we're in the battery -- standby

21 battery manufacturing business for up through

22 1986, I think.

23 Q. Is Mule Lighting a public or private corporation?

24 A. Private.

1 Q. Where is it incorporated? 1
 2 A. Rhode Island. 2
 3 Q. Who are the owners of the business? 3
 4 A. Myself, 100 percent. 4
 5 Q. Did you acquire the business in 1975? 5
 6 A. In 1975 from Tyco. 6
 7 Q. I apologize that I asked you this, where is Mule 7
 8 Lighting, Incorporated? 8
 9 A. Rhode Island. 9
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MR. OSTRAGER: I'd ask for production of those documents.

Q. Could you describe for us the different product categories that you market?

A. Three or four main product areas, one is a battery-operated emergency lighting, two would be exit signage, three would be LED lighting products, and four would be batteries.

Q. How long have you been marketing battery-operated

Page 10

1 emergency lighting?
 2 A. 1972.
 3 Q. So that predates your arrival?
 4 A. I was the general manager of Mule for Tyco.
 5 Q. I see. And to whom do you market your
 6 battery-operated emergency lighting?
 7 A. Basically electrical wholesalers and
 8 distributors
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 24 **REDACTED**

Page 12

1 Q. Do you engage in any other type of -- what other
 2 type of marketing activities does your company
 3 engage in?
 4 A. Printing catalogs.
 5 Q. And what is your distribution of your catalogs?
 6 A. They're mailed usually by customer request or
 7 we distribute them to our manufacturer's reps who
 8 would redistribute them. Requests come over the
 9 Internet, the website, a lot go out that way.
 10 Q. How many a year do you send out?
 11 A. Between five and 10,000, I'd say.
 12 Q. Are you engaged in any other type of advertising
 13 activities?
 14 A. Internet advertising, people like Google and
 15 Overture.
 16 Q. Do you attend any trade shows?
 17 A. Some. Although, I can't think when the last
 18 one was.
 19 Q. Do you recall the last --
 20 A. Oh, yes, I was in Lightfair in New York City.
 21 Q. What type of products are prepped at trade show
 22 such as Lightfair?
 23 A. Lighting products of all types.
 24 Q. Would it be fair to say that your competition is

Page 13

1 the lighting industry in general?
 2 A. Yes, it would.
 3 Q. Who are your major competitors?
 4 A. Well, let's see, Lithonia Lighting, I think
 5 is the biggest.
 6 Q. Where are they located?
 7 A. Lithonia, Georgia.
 8 Q. What do they market?
 9 A. Pretty much a full range of lighting
 10 products.
 11 Q. Who are your other competitors?
 12 A. Cooper Industries.
 13 Q. Okay. And to your knowledge, what does Cooper
 14 Industries market?
 15 A. A pretty complete line of lighting products
 16 and at least two of their subsidiary companies are
 17 direct competitors of mine in the emergency
 18 lighting.
 19 Q. Who are they?
 20 A. All those names are so similar.
 21 Q. Let me see if I can help you out.
 22 A. I want to highlight.
 23 Q. Are you familiar with a company by the name of
 24 AtLite?

Page 14

1 A. AtLite, that's one of them.
 2 Q. What's your knowledge of AtLite?
 3 A. They sell battery-operated emergency lighting
 4 and exit signs, too, I believe.
 5 Q. Do you encounter AtLite in the marketplace?
 6 A. I'm sure we do.
 7 Q. What's the name of the other subsidiary that you
 8 were thinking of?
 9 A. I know there are at least two.
 10 Q. Are you familiar with a company by the name of
 11 Cooper Lighting?
 12 A. Cooper Lighting? As a corporation, yeah.
 13 Q. What is your knowledge of Cooper Lighting?
 14 A. I believe they're a holding company.
 15 Q. Who are your other competitors in the market?
 16 A. Other competitors would be companies like
 17 Extronics (phonetic) located in either Arizona or
 18 Nevada.
 19 Q. What does Extronics market?
 20 A. Exit signs.
 21 Q. Any other competitors?
 22 A. A company called Bodine, B-o-d-i-n-e.
 23 Q. What do they market?
 24 A. Emergency ballasts.

Page 15

1 Q. Any others?
 2 A. A company called Big Beam, I believe located
 3 in Illinois.
 4 Q. What does Big Beam market?
 5 A. Exit signs and emergency lighting.
 6 Q. Anybody else?
 7 A. Sure. There is dozens of them.
 8 Q. Why don't you give them to us?
 9 A. If I had known this, I could have produced a
 10 list of 50 companies.
 11 Q. Do you have any literature that would identify
 12 your competitors that you maintain in your
 13 offices?
 14 A. No. Maybe some old catalogs, but it would be
 15 pretty sparse.
 16 Q. Have you ever conducted any analysis or survey of
 17 the marketplace and your competitors in general?
 18 A. No.
 19 Q. Is your knowledge of these other entities reflect
 20 just your daily business activity?
 21 A. Correct.
 22 Q. Do you ever encounter these different entities at
 23 trade shows?
 24 A. Sure.

Page 16

1 Q. Do you ever encounter Cooper Industries at various
 2 trade shows?
 3 A. I don't recall ever saying Cooper Industries
 4 but divisions of theirs.
 5 Q. Fair enough. You've seen AtLite?
 6 A. Yes.
 7 Q. You've seen Cooper Lighting?
 8 A. Maybe I have.
 9 Q. Would you say -- would you agree that the
 10 marketplace generally understands that Cooper
 11 Industries has many different divisions that
 12 market lighting products?
 13 A. Uh-huh.
 14 MR. O'BRIEN: Objection to form. For
 15 the record, I assume we're working under the
 16 normal stipulations.
 17 MR. OSTRAGER: Sure, we are. Go
 18 ahead, you can answer the question, sir.
 19 A. My perception of Cooper Lighting is that it's
 20 a holding company. I'm not specifically aware
 21 that they manufacture and sell or distribute
 22 lighting products directly under that name. It
 23 always seems to me it's under some subsidiary
 24 division or affiliate's name.

Page 17

1 Q. But you understand Cooper Industries and its
 2 affiliate market all different types of lighting
 3 products?
 4 A. Oh, sure. Absolutely. Yes.
 5 MR. OSTRAGER: Sir, I'm going to mark
 6 as Petitioner's Exhibit 2 a petition for
 7 cancellation. After it's marked, we'll show it to
 8 you and ask you if you've ever seen it.
 9 (PETITIONER'S EXHIBIT 2
 10 MARKED FOR IDENTIFICATION)
 11 A. Yes, I have seen it.
 12 Q. Have you ever reviewed it?
 13 THE WITNESS: Pardon?
 14 Q. Have you ever reviewed this document?
 15 A. I've reviewed it. I didn't read it verbatim.
 16 Q. Are you aware that Cooper Industries is the
 17 proprietor of the mark Edison?
 18 A. I wasn't.
 19 Q. No. I'm asking you today are you aware --
 20 A. Today, I am.
 21 Q. When did you first learn that Cooper Industries
 22 and its affiliates had an interest and owned the
 23 trademark Edison?
 24 A. Probably when I received this petition.

Page 18

1 Q. Is it your testimony that you've never encountered
 2 an Edison product in the marketplace?
 3 A. No. I just never associated it with Cooper
 4 Industries.
 5 Q. Well, have you ever seen or encountered an Edison
 6 lighting product in the marketplace?
 7 A. No, I don't think I have.
 8 Q. To this day you've never seen an Edison product in
 9 the marketplace?
 10 THE WITNESS: A lighting product
 11 that said Edison on it?
 12 MR. OSTRAGER: Yes.
 13 A. I don't think so.
 14 Q. From 1972 until the present, you've never
 15 encountered an Edison Lighting product in the
 16 market; is that your testimony, sir?
 17 A. I don't think I ever have.
 18 Q. After you received this petition for cancellation,
 19 did you conduct any investigation concerning the
 20 allegations that are contained --
 21 MR. O'BRIEN: I'm going to object to
 22 the extent it calls for any communication between
 23 attorney/client.
 24 MR. OSTRAGER: Fine.

Page 19

1 MR. O'BRIEN: Go ahead and answer.
 2 A. Was there an investigation? What was the
 3 question?
 4 Q. Any allegations contained in the petition.
 5 MR. O'BRIEN: Let me say with respect
 6 to the objection, I don't want you to divulge any
 7 communications that you had with any of your
 8 attorneys after this cancellation was filed, but
 9 if you had any independent investigations, talk
 10 about that.
 11 A. No.
 12 Q. Did you go on the Internet and take a look and see
 13 whether you could find any Edison-related
 14 products?
 15 A. I believe I went on the Internet and looked
 16 up McGraw-Edison.
 17 Q. And what did you find?
 18 A. That they manufactured lighting products but
 19 were not a competitor of mine.
 20 Q. Did you talk to anybody about Cooper Industries or
 21 McGraw-Edison Company and the Edison brand mark
 22 other than your attorney?
 23 A. No.
 24 Q. Sir, does your company market a product under the

Page 20

1 brand name LEDison?
 2 A. Yes, we do.
 3 Q. What product or products do you market under the
 4 brand name LEDison?
 5 A. It is a lamp made from light emitting diodes.
 6 Q. When did you first begin to use the brand name
 7 LEDison?
 8 A. I think the question was answered somewhere
 9 along the lines.
 10 Q. I'm asking based upon your present recollection
 11 when did you first start marketing the products?
 12 A. The late 1990s.
 13 Q. Can you be more specific?
 14 A. Not without looking at my records.
 15 Q. Fair enough. Sir, could you describe for us --
 16 you said an LED bulb?
 17 A. Yes.
 18 Q. Any other product?
 19 A. No.
 20 Q. Could you tell us what the derivation is of the
 21 trademark LEDison?
 22 A. Sure. It is a contraction of LEDison. The
 23 advantage of LED lamps is the long life, plus the
 24 energy saving. So, I was looking for a name that

Page 21

1 was short, that would describe what the product
 2 was and a feature of it, we'll say. Now,
 3 originally, in coming up with the name, I had it
 4 as capital LED dash IS dash ON all the time,
 5 that's the implication. But I discarded that
 6 because it wouldn't make for a good domain name.
 7 So I discarded the dashes and came up with
 8 LEDison.
 9 Q. Now, do you have any familiarity with an inventor
 10 by the name of Thomas A. Edison?
 11 A. Yes.
 12 Q. Who is Thomas A. Edison?
 13 A. An inventor of the incandescent lamp, I
 14 believe.
 15 Q. Am I correct in understanding that Thomas A.
 16 Edison is associated with light bulbs?
 17 MR. O'BRIEN: Objection to the form.
 18 MR. OSTRAGER: You can answer the
 19 question.
 20 A. Yes.
 21 Q. You're knowledgeable about Thomas A. Edison?
 22 A. Sure.
 23 Q. Would you agree Thomas A. Edison is one of the
 24 most famed inventors of the last century?

Page 22

1 A. Yes.

2 Q. Would you agree that his fame is associated with

3 light bulbs --

4 MR. O'BRIEN: Objection to form.

5 Q. -- in part, at least?

6 A. I think he has thousands of patents, doesn't

7 he? So, many, many things.

8 Q. But certainly light bulbs?

9 MR. O'BRIEN: Objection to form.

10 A. Definitely one of them.

11 Q. Now, when -- am I also correct in understanding

12 that you yourself selected the trade market

13 LEDison?

14 A. Yes.

15 Q. Did you consult with anybody else concerning that

16 selection?

17 A. No.

18 Q. When you conceived of the mark LEDison, did it in

19 any respect suggest to you an association with

20 Edison, the inventor?

21 A. No, it did not.

22 Q. Did it, apart from your thought that it was

23 LED-IS-ON, did it occur to you that the dominant

24 portion of the mark LEDison is Edison?

Page 23

1 MR. O'BRIEN: Objection to form.

2 A. No, it isn't. As a matter of fact, because

3 the stylized depiction we use is capital LED, what

4 we're promoting is light emitting diodes. LED is

5 the thing that jumps out at you.

6 Q. Am I correct in my recollection that you testified

7 earlier that you've never encountered an Edison

8 product in the marketplace?

9 A. With the name Edison on it, I don't believe

10 so.

11 Q. Okay. Now, after you conceived of the trademark

12 LEDison, did you conduct any due diligence to

13 determine that the mark was available for us?

14 A. Internet search I did.

15 Q. What type of Internet search did you conduct?

16 A. Well, basically typing the name into a search

17 engine.

18 Q. Do you recall which search engine you employed?

19 A. I believe it was Alta Vista.

20 Q. Did you print out the results of your search?

21 A. There were no results.

22 Q. You found no reference to LEDison?

23 A. No.

24 Q. Or any variant of LEDison?

Page 24

1 A. No.

2 Q. Sir, how many -- could you describe for us your

3 company's intellectual property portfolio?

4 A. Well, we have some trademarks and we also

5 have some patents on LED bulbs, that's the extent

6 of it.

7 Q. Let's go back to your time with Tyco. During your

8 career, prior to your acquisition of Mule, did you

9 ever have any responsibility for conducting due

10 diligence investigations concerning property

11 rights, intellectual property rights?

12 A. No.

13 Q. Who in your company, if anybody, has such

14 responsibility today?

15 A. No one within the company.

16 Q. Is that your responsibility, sir?

17 A. If it were to fall on anybody, it would be

18 me, yes.

19 Q. How many employees does Mule have?

20 A. 12.

21 Q. Okay. You said you have some trademarks, how many

22 trademarks do you have?

23 A. Let's see, I believe four -- five.

24 Q. What are those trademarks, sir?

Page 25

1 A. One is dynaLUX, one is Lightworld, one is

2 LEDalux and one is LEDison. I believe that's it

3 now.

4 Q. Have you ever conducted a trademark search

5 regarding any of these trademarks?

6 THE WITNESS: Personally?

7 MR. OSTRAGER: No, through counsel or

8 otherwise.

9 A. Through counsel and similar to this mark here

10 in question, an Internet search.

11 Q. When did you adopt dynaLUX?

12 A. dynaLUX is a mark that Mule had back in the

13 '60s and '70s that lapsed, and we just renewed it

14 within the last two years.

15 Q. And do you have any recollection of ever

16 conducting any kind of database search or

17 trademark search working with counsel relating to

18 the mark dynaLUX?

19 A. Well, I know counsel would conduct their own

20 search, if presented with a name. Are you talking

21 me personally?

22 Q. I'm asking you, sir, whether it's your company's

23 policy to conduct investigations concerning the

24 availability of trademarks for use in registration

Page 26

1 in the United States Patent and Trademark Office?
 2 MR. O'BRIEN: You mean employees of
 3 the company?
 4 MR. OSTRAGER: The company.
 5 Q. Is it company policy to conduct due diligence
 6 investigation before adopting a mark for use?
 7 THE WITNESS: Including company and
 8 counsel?
 9 Q. I'm talking about Mule. Does Mule have a policy
 10 of conducting an investigation itself or through
 11 counsel?
 12 A. I would conduct an investigation through
 13 basically an Internet search.
 14 Q. Okay. Has your company ever authorized its
 15 counsel to conduct a search relating to a
 16 trademark?
 17 A. Yes.
 18 Q. Okay. What searches have you authorized counsel
 19 to conduct, to your best recollection?
 20 A. Those names that I just delineated.
 21 Q. So you have asked to conduct searches regarding
 22 each of these marks, dynaLUX, Lightworld, LEDalux
 23 and LEDison?
 24 A. All but LEDalux.

Page 27

1 Q. So it would be fair to say that you authorized
 2 counsel to conduct searches on behalf of dynaLUX,
 3 Lightworld and LEDalux?
 4 A. No. I said all but LEDalux.
 5 Q. Did your company receive opinions from counsel
 6 concerning the availability of the -- opinion
 7 concerning the availability of the mark dynaLUX --
 8 strike that. Did you ever obtain an opinion from
 9 trademark counsel concerning the availability of
 10 the mark dynaLUX for use by your company?
 11 MR. O'BRIEN: I'll object to the
 12 extent it calls for attorney/client
 13 communications. Instruct you to answer yes or no.
 14 MR. OSTRAGER: That's fine, answer
 15 yes or no.
 16 A. Well, I never received anything in writing.
 17 Q. Did you receive a verbal opinion from counsel?
 18 A. Yes.
 19 Q. Approximately when did you receive that opinion?
 20 A. I'd have to check the records. But the
 21 dynaLUX you're referring to?
 22 MR. OSTRAGER: Yes.
 23 A. I would say it was in the last year, one to
 24 two years.

Page 28

1 Q. Have you ever received an opinion from counsel
 2 regarding the trademark Lightworld?
 3 A. Yes.
 4 Q. When did you receive that opinion?
 5 A. That one is older, so I would say in the late
 6 1990s.
 7 Q. Is that prior to LEDison or after LEDison?
 8 A. After.
 9 Q. Okay. And am I correct in your prior testimony
 10 that you've never receive an opinion concerning
 11 LEDalux?
 12 A. That one there I did online myself with the
 13 USPTO.
 14 Q. After conducting a search of their databases, did
 15 you conduct a search at the patent office database
 16 for LEDison?
 17 A. No.
 18 Q. Why not, sir?
 19 A. Well --
 20 MR. O'BRIEN: Do you mean Mr. Cross
 21 personally?
 22 THE WITNESS: Did I personally?
 23 MR. OSTRAGER: You or anybody in your
 24 company.

Page 29

1 A. No.
 2 Q. My question is why?
 3 A. Because counsel did it.
 4 Q. Counsel did it. When did counsel conduct that
 5 search?
 6 A. In the late 1990s.
 7 Q. Did you receive a written opinion?
 8 MR. O'BRIEN: Same objection.
 9 MR. OSTRAGER: You can answer yes or
 10 no.
 11 MR. O'BRIEN: You can answer yes or
 12 no.
 13 A. I don't think so, no.
 14 Q. Did you receive a verbal opinion?
 15 A. Yes.
 16 Q. Okay. You mentioned your company has a number of
 17 patents?
 18 A. Two or three.
 19 Q. Who obtained those patents for you, which law
 20 firm? Which law firm did you work with in
 21 obtaining those patents?
 22 A. It wasn't Cantor Colburn.
 23 MR. O'BRIEN: If you have a memory of
 24 the name; I don't want you to guess.

Page 30

1 Q. You don't recall. Sir, you testified a moment ago
 2 you received a verbal opinion concerning LEDison
 3 from counsel; is that correct?
 4 A. Yes.
 5 Q. Do you recall the name of the counsel that
 6 provided the verbal opinion?
 7 A. Yes.
 8 Q. What's the name of the counsel?
 9 A. Peter Hagerty.
 10 Q. What firm is Peter Hagerty associated with?
 11 MR. O'BRIEN: I don't want to keep
 12 interrupting you, I just want to make a general
 13 objection. To the extent these call for attorney/
 14 client privilege, I'm objecting to it and
 15 instructing him not to answer. I can object after
 16 every question, I'll allow him to answer yes or
 17 no, name names, but you're not going to get into
 18 the substance of any communication.
 19 MR. OSTRAGER: I'm just asking what
 20 firm Peter is associated with.
 21 MR. O'BRIEN: That's fine. I want to
 22 preserve the right. So if you agree there is no
 23 waiver of attorney/client privilege.
 24 MR. OSTRAGER: No waiver.

Page 31

1 A. He's currently with Cantor Colburn.
 2 Q. Okay. Approximately when did you receive that
 3 verbal opinion?
 4 A. The late 1990s.
 5 Q. Did there come a time when you filed an
 6 application with the U.S. Patent and Trademark
 7 Office to register the LEDison trademark?
 8 A. Sure. Yes.
 9 MR. OSTRAGER: I'm going to mark as
 10 Petitioner's Exhibit 3 a file history or
 11 application Number 75/674,056 for the mark LEDison
 12 in the name of Mule Lighting, Inc. and it bears
 13 Mule Bates stamp numbers, 000137 through 00149.
 14 (PETITIONER'S EXHIBIT 3 MARKED
 15 FOR IDENTIFICATION)
 16 Q. After the court reporter marks this exhibit,
 17 she'll show it to you and ask you whether you've
 18 ever seen any of these documents. Could you
 19 review this exhibit and tell me whether you've
 20 ever seen it before?
 21 A. Yes, I have.
 22 Q. Let's turn to Page 142, there is a letter from the
 23 law firm of Watts, Hoffmann, Fisher & Heinke to
 24 the Assistant Commissioner for Trademarks,

Page 32

1 submitting a trademark application on your behalf.
 2 Do you see that letter?
 3 A. Yes.
 4 Q. You see Peter R. Hagerty, is that the gentlemen
 5 that provided you with a verbal opinion?
 6 A. Yes, it is.
 7 Q. How did you come about that you were working with
 8 this particular law firm.
 9 A. Mr. Hagerty is my son-in-law.
 10 Q. Very good. Is Mr. Hagerty now associated with Mr.
 11 O'Brien's firm?
 12 A. Yes, he is.
 13 Q. I see. Let's turn to page 00144. In the third
 14 paragraph you see this is a statement
 15 describing -- this is actually a trademark
 16 application. Do you recognize this document as a
 17 trademark application?
 18 A. I guess, yeah.
 19 Q. Take a look -- would you take my representation
 20 this is a trademark application, sir? You
 21 needn't, sir. You see in the third full paragraph
 22 it says, "The mark was first used in connection
 23 with the goods," referring to light emitting
 24 diodes, "since December '98." Does that refresh

Page 33

1 your recollection as to when you first used the
 2 mark?
 3 A. That would be the date.
 4 Q. Next paragraph begins, "The mark is used by
 5 placing it on the goods by casting, molding
 6 stamping or directly imprinting thereon, by use on
 7 tags or labels affixed to the goods or on
 8 containers in which they are shipped, or when such
 9 placing is impractical on documents associated
 10 with the goods or their sale." Could you describe
 11 for us how you used the mark on the goods in
 12 connection with the goods?
 13 A. It would be placed on the documents.
 14 Q. Now, at Page 148 there is a specimen showing how
 15 you use the mark. Would this be representative as
 16 to how you used the mark LEDison?
 17 A. Yes, it is.
 18 Q. Do you place the mark LEDison on the bulbs
 19 themselves?
 20 A. As I recall, we may have placed the mark on
 21 some of the earlier products, but I do know that
 22 we quickly went to the model number as depicted on
 23 this page L1L001.
 24 Q. LEDison is used as a model number, sir?

Page 34

1 A. No, LEDison is used to describe a series of
 2 light emitting diode lamps.
 3 Q. When one purchases one of your LED bulbs as shown
 4 in this picture, is the LEDison designation
 5 anywhere on the product?
 6 A. No.
 7 Q. Is it on the packaging?
 8 A. No.
 9 Q. Is it on the bulb?
 10 A. No.
 11 MR. OSTRAGER: I'd request production
 12 of a specimen bulb and packaging showing how you
 13 present the product to the marketplace.
 14 MR. O'BRIEN: Sure.
 15 Q. Let's turn to page 00145, declaration and
 16 power-of-attorney.
 17 THE WITNESS: Can we go back to that
 18 other question?
 19 MR. OSTRAGER: Sure. Do you want to
 20 add something?
 21 A. I'm seeing this, which looks like a carton
 22 label to me.
 23 Q. Let's take a look. Where is that, sir?
 24 A. 146.

Page 35

1 Q. 146. What is 146?
 2 A. I believe it's the old style carton label we
 3 used where the name is shown. I know it's not
 4 done that way now, but like I said very early on,
 5 this looks to be how it was, the carton was
 6 marked.
 7 Q. Well, how long did you mark it in this manner?
 8 A. Few weeks, maybe.
 9 Q. And do you have a specimen showing that particular
 10 packaging?
 11 A. Just what you see here. I wouldn't now,
 12 after all those years.
 13 Q. This is like a stamp you put on some early
 14 product?
 15 A. No, it would be a label, runoff of a computer
 16 in a multiple labels.
 17 Q. And you placed it on the box and shipped it?
 18 A. Right.
 19 Q. Then you stopped doing that?
 20 A. Then we went to strictly our part number and
 21 model numbers on everything.
 22 Q. Okay, thank you. Let's turn to document page 145.
 23 Did you recognize this document?
 24 A. Yes.

Page 36

1 Q. Is that your signature, sir?
 2 A. Yes, it is.
 3 Q. Okay. Fair enough. We're making progress. Why
 4 don't you read the first -- I'll read the first
 5 few lines of this declaration, "Robert P. Cross
 6 states that he is president of the applicant
 7 corporation and is authorized to execute this
 8 declaration on behalf of said corporation." Is
 9 that correct, sir?
 10 A. Yes.
 11 Q. "He believes said corporation to be the owner of
 12 the mark sought to be registered." What's the
 13 basis for that statement, sir?
 14 A. Well, I thought it up. I did an Internet
 15 search and counsel did a more formal search as to
 16 availability.
 17 Q. Do you know what type of formal search counsel
 18 conducted?
 19 A. No, I don't.
 20 Q. Do you have any records that would reflect what
 21 type of search counsel conducted?
 22 A. No.
 23 MR. OSTRAGER: I'd request production
 24 of any such search.

Page 37

1 MR. O'BRIEN: I'll look. To the
 2 extent it's attorney/client privilege, we'll mark
 3 it as such and put it in privilege log.
 4 Mr. OSTRAGER: To the extent it
 5 exists, I'd like it identified.
 6 Q. The paragraph proceeds, "To the best of his
 7 knowledge and belief no other person, firm,
 8 corporation or association has the right to use
 9 said mark in commerce." What's the basis for that
 10 statement?
 11 A. Well, the result of the search didn't produce
 12 any.
 13 Q. It proceeds, "Either in identical form or such
 14 near resemblance thereto and to be likely when
 15 applied to the goods to such other person to cause
 16 confusion or to cause mistake or to deceive, and
 17 he is authorized to appoint and hereby appoints
 18 counsel"?
 19 A. Yes.
 20 Q. Do you also understand if you look at the last
 21 three lines, "willful, false statements and the
 22 like, so made are punishable by fine or
 23 imprisonment."
 24 A. Yes.

Page 38

1 Q. Do you see that, sir?

2 A. Yes.

3 Q. MR. OSTRAGER: Sir, I'm going to mark

4 as Petitioner's Exhibit 4 a two-page document

5 which we've printed from your website and it bears

6 the label category dynaLUX LED bulbs, LEDison

7 Series and ask, after the court reporter marks it,

8 I'm going to ask you to identify it if you can.

9 (PETITIONER'S EXHIBIT 4

10 MARKED FOR IDENTIFICATION)

11 Q. Do you recognize this as a printout from your

12 website, sir?

13 A. I do.

14 Q. You will see underneath the designation category,

15 dynaLUX LED bulbs, you will see the designation,

16 LEDison Series?

17 A. Yes.

18 Q. Is that the manner in which you use the LEDison

19 designation, generally?

20 A. Generally.

21 Q. If you look at the bottom of the page, you see a

22 list of specific applications, including lobby

23 lighting, lighting cabinet or under cabinet, hotel

24 lighting, step lighting, high ceilings and so

Page 39

1 forth?

2 A. Yes.

3 Q. Could you tell me what products in the marketplace

4 are competitive to your LED bulbs that are for use

5 in these various applications?

6 A. Incandescent or fluorescent lamps, halogen

7 lamps, maybe neon lighting in some cases.

8 Q. Would it be fair to characterize these various

9 applications as mostly commercial in nature?

10 A. Yes.

11 Q. Do these bulbs have application in the residential

12 market as well?

13 A. Not -- residential? These specific bulbs? I

14 don't believe so.

15 MR. OSTRAGER: I'm going to mark as

16 Petitioner's Exhibit 5 a document entitled LEDison

17 Series, Energy Efficient Long Life and it bears

18 Mule Bates stamp number 00032 through 00036. And

19 after the court reporter marks it, I'll ask you to

20 take a look at it and identify it if you can.

21 (PETITIONER'S EXHIBIT 5

22 MARKED FOR IDENTIFICATION)

23 Q. Take your time and I ask you to turn through all

24 the pages.

Page 40

1 (PAUSE)

2 A. Okay.

3 Q. Can you tell us what this document represents?

4 A. Well, let's see, these are catalog pages and

5 web pages.

6 Q. Do you still use these particular pages in

7 marketing your product?

8 A. Some of these are dated. I don't think any

9 of these are in current use.

10 Q. On Page 32 the description starts off with, "Our

11 patented LEDison Series of LED lamps is a

12 breakthrough design." Do you have a U.S. patent

13 for the particular bulbs and their technology?

14 A. Yes, we do.

15 Q. How many patents do you have?

16 A. I believe two apply to this.

17 Q. And are those issued U.S. patents?

18 A. U.S. patents.

19 Q. When did you obtain those patents?

20 A. In the 1990s.

21 Q. Okay. Could you briefly describe for us what the

22 technology that's the subject of the patents?

23 A. One of them is the shape of the lens and the

24 other one is the circuit board design.

Page 41

1 Q. Does Mule Lighting have an in-house research and

2 development department?

3 A. No.

4 Q. Does Mule Lighting employ engineers?

5 A. No.

6 Q. Could you tell us where the technology originated

7 that's the subject of these two patents?

8 A. It originated in China.

9 Q. Who is the inventor of the technology?

10 A. I believe the name of the firm is Shanghai

11 Baoshan.

12 Q. Who are the named inventors on the two patents

13 that you hold for these bulbs?

14 A. Employees of that company.

15 Q. And does the Shanghai entity assign these rights

16 in this technology to Mule Lighting?

17 A. Let's see, how did that work? I think it was

18 a joint application.

19 Q. Who are the named inventors on the patents? Are

20 you a named inventor, sir?

21 A. No.

22 Q. Is anybody in your company a named inventor?

23 A. No.

24 Q. Is the technology assigned from the Shanghai

Page 42

1 company to Mule Lighting?
 2 A. The technology? I'm not sure.
 3 MR. OSTRAGER: Fair enough. Sir, I'm
 4 going to mark as Petitioner's Exhibit 6 a
 5 collection of documents that was printed from your
 6 website on September 22nd, numbering a total of 14
 7 pages. After the court reporter marks this
 8 exhibit, I'd ask you to review these 14 pages and
 9 tell me if they reflect your current web page.
 10 (PETITIONER'S EXHIBIT 6 MARKED FOR
 11 IDENTIFICATION)
 12 A. Yes.
 13 Q. Let's go through this together. The first couple
 14 of pages appear to relate to your exit sign
 15 products, is that correct, first three pages?
 16 A. Yes.
 17 Q. How many different products do you have within the
 18 exit sign product category?
 19 A. There's probably eight or ten series and then
 20 within that there will be multiple individual
 21 products under each series.
 22 Q. They cover primarily industrial applications?
 23 A. Yes. Industrial commercial applications.
 24 Q. Let's turn to the fourth page and you will see a

Page 43

1 Spring-Twister Series. Can you tell me about the
 2 Spring-Twister series?
 3 A. These are compact fluorescent lamps.
 4 Q. What are their applications?
 5 A. General lighting applications.
 6 Q. Would that be commercial and residential?
 7 A. Yes.
 8 Q. Let's turn to the next page, and we see Smartest
 9 Self-Diagnostics, what does that represent?
 10 A. That's an option you can get in certain
 11 products of ours.
 12 Q. What is that option?
 13 A. Basically it monitors the battery charger and
 14 the battery within the product.
 15 Q. Would that be for an exit product, sign product?
 16 A. It basically is for battery-operated
 17 emergency lighting. There may be some exit series
 18 that would use something like that.
 19 Q. Okay. Let's turn to the next page. There here
 20 you show some LED exit signs. Are these
 21 representative of your exit sign products?
 22 A. Yes.
 23 Q. Next page shows an Ever-Green series of exit
 24 signs. Can you describe for us the

Page 44

1 characteristics of this product?
 2 A. That product uses -- I can't think of the
 3 right term, but it's a nuclear-based material. If
 4 we had the XL data, it would tell us.
 5 Q. It's a self-luminous?
 6 A. Self-luminous but not from natural light like
 7 you might be thinking. It's self-generated.
 8 Q. I see, okay. Let's turn to the next page. Here
 9 we have exit signs and emergency lighting. Could
 10 you describe the applications for these products?
 11 A. These are commercial, industrial
 12 applications.
 13 Q. Next page shows various emergency lighting
 14 products. Could you describe these various
 15 products?
 16 A. These are all used, again, in commercial and
 17 industrial applications.
 18 Q. So, let's just -- for the record we have an
 19 Econo-Lite Series, Lite-Way Series, Radius Series,
 20 RT Series, Recessed Series, C Series, EC Series,
 21 an X Series, KES Series, NEMA 4X Series; is that
 22 correct, sir?
 23 A. Yes, it is.
 24 Q. Is it your common practice to use these various

Page 45

1 designations to identify models, different models,
 2 product models?
 3 MR. O'BRIEN: Objection to form. Go
 4 ahead, you can answer.
 5 A. Not models.
 6 Q. What are they, sir?
 7 A. Type, their types.
 8 Q. Econo-Lite Series, is that a brand name in your
 9 company, or is it a model name?
 10 A. It's a type name, series name. See, you take
 11 any one of these and there might be color, voltage
 12 variations lamp styles. So it isn't just one
 13 Econo-Lite, there might be five models of it. So
 14 we designate each product type as a series. So if
 15 you went to the relevant catalog page for
 16 Econo-Lite Series, you might see a number of
 17 different models within the series.
 18 Q. Did you conduct any type of trademark
 19 investigation to determine your right to use the
 20 series designation Econo-Lite?
 21 A. That name could come one of two ways, one, an
 22 Internet search to see if the name was being used
 23 by someone else, or alternatively, our suppliers
 24 already use that name and private labels the

Page 46

1 product for us.

2 Q. As to this particular name, what is its

3 derivation?

4 A. I don't know its derivation, but I know what

5 it's implying.

6 Q. What is it implying?

7 A. Economical.

8 Q. How about the radius series, did you ever conduct

9 any investigation to determine your right to use

10 the model or series name radius?

11 A. Similar to the Econo-Lite, yes.

12 Q. Did you conduct that search?

13 A. Probably.

14 Q. Do you have any documents to reflect that?

15 A. No.

16 Q. Did you obtain an opinion from counsel concerning

17 your right to use the model designation or series

18 designation radius?

19 A. No.

20 Q. Did you obtain opinions from counsel regarding any

21 of these series or model names?

22 A. No.

23 Q. Let's turn to the next page and we see the Embassy

24 Series. Could you tell us what the Embassy Series

Page 47

1 is?

2 A. These are battery-operated fluorescent

3 ballasts.

4 Q. What are their applications?

5 A. Their application is in a commercial

6 industrial environment where you would install one

7 of these ballasts in place of a standard ballast

8 in a fluorescent fixture similar to what's in this

9 room right now.

10 Q. Do you know what the derivation of the mark or

11 series designation Embassy?

12 A. No, I don't.

13 Q. You didn't select it, did you, sir?

14 A. I just don't recall.

15 Q. Do you have any documents that would reflect any

16 type of investigation concerning any of these

17 various series designations?

18 A. No.

19 Q. Let's turn to the next page which shows a

20 designation custom applications, energy savers,

21 there are two different products shown there.

22 What are those products?

23 A. Well the first one on the left is what's

24 called a step light that you would see in places

Page 48

1 like a movie theatre or maybe a hotel lobby to

2 illuminate stairways used by the public.

3 Q. The one on the right?

4 A. This depicts our ability to furnish signs

5 with words other than exit, such as the Spanish

6 word for exit salida.

7 Q. Next page shows the Mariner Series - DD, Mariner

8 Series - SD, and the Mariner Series - W. Could

9 you describe those products for these?

10 A. These are battery chargers.

11 Q. Could you tell us where series designation Mariner

12 originates?

13 A. We have sold -- the Mariner Series W is made

14 to a Coast Guard specification for battery

15 chargers, and we've sold these to the Coast Guard

16 for Coast Guard cutters. So, we extended the line

17 such as the Mariner DD series in an attempt to get

18 it into commercial fishing and things like that.

19 Q. Did you conduct any kind of investigation

20 concerning your right to use the series

21 designation Mariner?

22 A. Again, an Internet search to make sure it

23 didn't conflict with somebody in the marine field.

24 Q. Earlier on, sir, did you not testify that you have

Page 49

1 four trademarks, dynaLUX, Lightworld, LEDalux and

2 LEDison?

3 A. Yes.

4 Q. Would it be fair to say you don't review these

5 various designations as trademarks in your

6 company?

7 MR. O'BRIEN: Objection to the form.

8 MR. OSTRAGER: You can answer the

9 question.

10 A. Those are registered trademarks. So my

11 answer would be yes, these we consider these

12 trademarks.

13 Q. Unregistered trademarks?

14 A. Yup.

15 MR. O'BRIEN: Objection. Form.

16 Q. Next page shows accessories. Could you tell us

17 what those products are?

18 A. Those are mounting plates for remote

19 emergency lighting heads.

20 MR. OSTRAGER: If I can just go off

21 the record.

22 (OFF THE RECORD)

23 (BRIEF RECESS)

24 Q. Mr. Cross, let's turn to Petitioner's Exhibit 6

12

13 Q. Does the design... packaging for the bulbs?

14 A. Not at this time.

15 Q. This page shows different types of bulbs, could you describe each one?

16 A. The first one is the LEDison lamp, which uses a medium base socket.

17 Q. What are the application for the LEDison series bulb?

18 A. One application I'm very familiar with is accent lighting in public areas.

19 Q. Let's turn to the G45 series, can you describe those bulbs?

20 A. G45 is our LED bulbs that have a so-called G45 base.

21 Q. What is a G45 base?

22 A. A certain dimension or base style.

23 Q. Then you have the LEDelier series. Can you describe that bulb?

24 A. These are LED bulbs used to replace incandescent lamps used in chandeliers.

1 Q. Would that be for residential use or commercial or both?

2 A. Both.

3 Q. What about the LEDison and G45, would those be residential as well as commercial?

4 A. Sure. I'm not aware -- both.

5 Q. All right. The next one is the LED-M50 series, could you describe that bulb?

6 A. An LED bulb that replaces a so-called M50 lamp.

7 Q. What's an M50 lamp?

8 A. I believe that is a lamp that's used in down lighting fixtures.

9 Q. What's down lighting fixtures?

10 A. Like a recessed light.

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Q. Is that commercial and residential?
A. Yes.
Q. Next one is LED A19 series. Could you describe that bulb?
A. Again, an LED bulb, A19 designating the type of base.
Q. What type of base is an A19?
A. I believe that's an industry term.
Q. Does that bulb have commercial and residential applications?
A. You know, I don't even know where that's used.
Q. Is there anybody else in your company who would be familiar with the applications for these various bulbs?
A. Yes.
Q. Who would that be?
A. Robert H. Cross.
Q. Who is Robert H. Cross?
A. He is my son.
Q. And what is his position with your company?
A. He's in sales.
Q. Do you have any documents that would describe the various applications for these bulbs?

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A. Well, maybe that's where the answer is, in the current catalog. We don't have a catalog here, do we?
MR. O'BRIEN: I think we did produce to you a copy of the catalog.
Q. It's in your catalog?
A. Yes.
Q. The next one is a FlameTip Series. What is that?
A. An LED bulb with the lens shaped like a flame tip.
Q. What are the applications for that bulb?
A. Again, decorative lighting of some type, various types.
Q. Commercial and residential?
A. Sure. Yes.
Q. You notice on this document next to the FlameTip you put a TM, what does the TM reflect?
A. Trademark.
Q. Do you understand that designation to indicate that you claim trademark rights in the design of the FlameTip?
A. Yes, we did.
Q. Do you notice that you don't have a TM next to LEDison G45, LEDelier, LED M50 or A19?

Page 54

1 A. An oversight.
 2 Q. It's an oversight, sir?
 3 A. On the LEDison, LEDelier and FlameTip are all
 4 trademarks, as far as we're concerned. The others
 5 are all industry designations of lamp base.
 6 Q. I see. The last one is LED-R50 and R63 series.
 7 Could you describe those bulbs?
 8 A. These are LED bulbs equivalent to an
 9 incandescent R50 or R63 bulb.
 10 Q. What's an R50 and R63 bulb? What -- strike that.
 11 What are R50 and R63 bulbs?
 12 A. These are bulbs that are used again in
 13 recessed lighting fixtures.
 14 Q. Would that be residential and commercial?
 15 A. Yes.
 16 Q. Sir, could you tell us, when did you first start
 17 marketing the LEDison series?
 18 A. The late 1990s.
 19 Q. What about the G45 series?
 20 A. Let's see, with the -- I believe with the
 21 publication of our latest catalog in 2002.
 22 Q. Could you tell me when you started marketing each
 23 of the other series on this page?
 24 A. All of them I believe with the publication of

Page 55

1 our current catalog printed in the year 2002. The
 2 LEDelier might predate.
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 11 **REDACTED**
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 21 Q. Do you have documents that reflect the dollar
 22 volume of your sales of LEDison bulbs since you
 23 first started selling LEDison brand product?
 24 A. Yes.

Page 56

1 MR. OSTRAGER: I'd request production
 2 of those documents.
 3 MR. O'BRIEN: It's been produced.
 4 2004 is produced.
 5 Q. Do you have a printout which would just summarize
 6 your sales?
 7 THE WITNESS: Each year?
 8 MR. OSTRAGER: Each year.
 9 A. Sure.
 10 MR. OSTRAGER: I request that be
 11 produced.
 12 MR. O'BRIEN: That has been produced.
 13 MR. OSTRAGER: We'll go over the
 14 documents you produced and if Mr. Cross can print
 15 out a summary of his sales of the LEDison brand or
 16 series bulbs from their first sale to the present
 17 in one report from his database, we'd request
 18 that.
 19 MR. O'BRIEN: Again, that has been
 20 produced. We'll go over it. As we go over it, if
 21 there is something else you want in addition to
 22 that, we'll try to produce it.
 23 MR. OSTRAGER: Okay. We'll do that.
 24 Sir, I'm going to mark as Petitioner's Exhibit 7

Page 57

1 some reports, inventory control reports, an
 2 inventory control report with a run date of
 3 December 31, '98, which bears Mule Bates stamp
 4 number 00152 through Mule Bates stamp number
 5 00156. I'd ask you to identify the document after
 6 the court reporter marks it.
 7 (PETITIONER'S EXHIBIT 7
 8 MARKED FOR IDENTIFICATION)
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1 production of the catalog that you had -- were
2 using in 1998/99.
3 MR. O'BRIEN: I think we've produced
4 that. If you go through that with him, I think
5 you will find it's produced. If I'm mistaken, we
6 will produce it.

7 MR. OSTRAGER: Okay. Fine.
8 Q. Do you have any recollection how the first
9 transaction came about with respect to LEDison
10 series bulbs?

11 A. No.

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17 Q. Was the LEDison series shown in your catalog in
18 1998?
19 A. 1998? I'm not sure.
20 Q. Do you have a copy of your 1998 catalog?
21 A. I believe that would be the prior catalog,
22 although I'm not 100 percent sure what time period
23 it covered.
24 MR. OSTRAGER: Well, I'd ask for

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15 Q. Let's take a look at first page of this Exhibit 8,
16 241, can you tell us what that document
17 represents?
18 A. A purchase order in 1999 for LEDison lamps.
19 Q. I'm looking at this page, it says "Edison red"; do
20 you see that?
21 A. Yes, I do.
22 Q. Whose handwriting is that?
23 A. I don't know.
24 Q. Would it be -- in your business practice do people

REDACTED

Page 63

1 abbreviate LEDison and use the designation Edison?
2 A. Never.
3 Q. Does this show use of Edison, this document?
4 MR. O'BRIEN: Objection to form.
5 Q. Does Bates number 00241 show use of the
6 designation Edison?
7 MR. O'BRIEN: Objection to form.
8 MR. OSTRAGER: You can answer it yes
9 or no, sir.
10 A. No, it doesn't. What it's referring to is
11 the crossed-out portion of the purchase order I
12 can see says "HY" which means, hardwire type, and
13 they will replace it with -- what they're asking
14 for is an Edison base lamp, which is another word
15 for a medium base socket.
16 Q. Sir, does this document bear the words "Edison
17 red"?
18 A. Yes.
19 Q. What is Edison red?
20 THE WITNESS: Do you mean what are
21 they asking for?
22 Q. Who generated this purchase order, sir?
23 A. Mule.
24 Q. Your company?

Page 64

1 A. Yes.
2 Q. So does the writing on this document reflect your
3 writing or your company's writing?
4 A. Again, I think what someone was trying to
5 denote was the base type they wanted.
6 Q. Is Edison red a base type?
7 A. Well, the word Edison base is sometimes used
8 in the --
9 Q. Where do you see the word "base" on this document?
10 A. I don't. I'm just trying to interpret what
11 we're looking at here for you.
12 Q. I'd like you to comment on the actual words that
13 are on the document.
14 A. It's either, as I say, a request for a
15 certain base type or it's an error.
16 Q. It's an error?
17 A. But in any case, it's an internal document
18 between us and a vendor.
19 Q. All right. Now under item number we see the
20 numbers 949250; do you recognize that item number?
21 A. That would be a LEDison lamp.
22 Q. Is it a red bulb?
23 A. Yes.
24 Q. So would it be fair to say that this is an order

Page 65

1 for red Edison bulbs?
2 MR. O'BRIEN: Objection to form.
3 A. No.
4 Q. Even if it's an error, that's what it is, is it
5 not, sir?
6 A. No. It's an order for red LEDison bulbs.
7 Q. Okay. And mistakenly designated Edison?
8 A. Absolute mistake.
9 Q. Have you ever made that mistake subsequent to this
10 time?
11 A. Not to my knowledge.
12 Q. Has anybody ever called up a customer and said I'd
13 like some of those Edison LEDs?
14 A. No.
15 Q. Never happens? You're certain of that?
16 A. As certain as one can be.
17 Q. Have you ever received any communications from any
18 customers which refer to your product as Edison
19 bulbs?
20 A. Never. Now, the stylized presentation of the
21 name always capitalizes LED, okay, for any
22 external consumption. So it's always -- I
23 indicated this early on, LED, that's what's
24 emphasized, Light Emitting Diode. Now, you can

Page 66

1 parse the word if you want to, but it's LED.
 2 MR. O'BRIEN: Why don't you wait for
 3 another question. I don't think there was a
 4 question pending there.
 5 Q. On this document 00241, there's a box, Req. date,
 6 is that the request date?
 7 A. Required date, or requested date of delivery.
 8 Q. Okay. And the date on this document is October
 9 25, '99; is that correct, sir?
 10 A. It's cut off, but I believe so, yes.
 11 Q. Does this document represent your first order for
 12 Item Number 949250?
 13 A. I'm not sure. We did have sales in 1998, but
 14 we were furnished lots and lots of samples. So,
 15 whether this is the first formal purchase order or
 16 not, I just -- I'm not sure.
 17 Q. So is it your testimony that you initially
 18 received samples which you distributed and then
 19 thereafter you placed a formal purchase order?
 20 A. Yes.
 21 Q. Do you know whether this is your first purchase
 22 order, sir?
 23 MR. O'BRIEN: Objection. I think
 24 it's been asked and answered.

Page 67

1 MR. OSTRAGER: Sir, you can answer
 2 the question.
 3 A. I'm not sure.
 4 Q. Would you have any documents that would enable you
 5 to identify your first purchase order for Item
 6 Number 949250?
 7 A. I think this is the document.
 8 Q. Okay. Now, in Exhibit 7 you highlighted several
 9 different item numbers, 949200, 949250 and 949409.
 10 Could you describe the difference between these
 11 three different items?
 12 A. 949200 is amber colored LEDs; 949250 is red
 13 LEDs; 949409 are white LEDs.
 14 Q. Let's turn back to Exhibit 7 for a moment. Could
 15 you go through these documents and these are your
 16 original invoices for the product. Can you tell
 17 us which category of bulb is reflected in these
 18 particular documents?
 19 THE WITNESS: Exhibit 8, you mean?
 20 Q. Exhibit 7. Just to advance matters, do all these
 21 documents reflect the red bulbs?
 22 A. The first two are red, the third one is one
 23 red and one green.
 24 Q. What page number is the third one?

Page 68

1 A. 155.
 2 Q. I see. They both seem to refer to -- oh, I see
 3 green and red, but they both have the same
 4 designation of 949250; is that correct?
 5 A. Yes.
 6 Q. Okay. Did you receive the greens before the reds,
 7 or what was the order?
 8 A. I believe we received all the samples around
 9 the same time.
 10 Q. So you received samples of amber, white?
 11 A. Yes, different colors.
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 14 Q. In '98?
 15 A. It appears in '98, yes.
 16 Q. And then we have in Exhibit 8, this purchase
 17 order, from which appears to be October '99?
 18 A. Okay.
 19 Q. For the red; is that correct?
 20 A. Yes.
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Page 73

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7 Q. Turn to page Bates stamp 246. You see a reference
8 to products bearing the description LIL0005
9 LIL0002, LIL0004. What do those designations
10 refer to?
11 A. Those refer to LEDison bulbs.
12 Q. LIL refers to a LEDison bulb?
13 A. Yes.
14 Q. I would find that designation in your catalog?
15 A. Yes.
16 Q. Let's turn to Page 00253 of this document. Now
17 you see a LEDison red weatherproofed; do you see
18 that?
19 A. Yes.
20 Q. Is that the same product as shown on the first
21 page of this exhibit at Page 241 or a different
22 product?
23 A. The housing is the same.
24 Q. Is it a different product or is it the same

Page 74

1 product?
 2 A. Well, one difference is that it's
 3 weatherproofed.
 4 Q. Do you have a list of all of your item numbers
 5 that bear -- within the LEDison series?
 6 MR. O'BRIEN: I'm just going to
 7 object to the characterization to the LEDison mark
 8 as a LEDison series. Go ahead, you can answer.
 9 A. Yes.
 10 Q. Would that be shown in your current catalog?
 11 A. What was the -- repeat the question, please.
 12 Q. Sir, I'm just trying to identify all of the
 13 different item numbers associated with the LEDison
 14 series bulbs.
 15 A. Item numbers would not be in the catalog.
 16 The description would be.
 17 Q. Where would I find a list of all the item numbers?
 18 A. The item numbers would be in the internal
 19 inventory documents.
 20 MR. OSTRAGER: Sir, I'm going to mark
 21 as Exhibit 9 a collection of inventory control
 22 documents and invoices bearing your company's
 23 Bates stamp number 00157 through 00163. I'm going
 24 to ask the court reporter to mark it as

Page 75

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 6 Q.
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 12 Q.
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 17 Q.
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Page 75

1 Petitioner's Exhibit 9 and then request that you
 2 take a look at the documents and tell us if you
 3 can identify them.
 4 (PETITIONER'S EXHIBIT 9 MARKED
 5 FOR IDENTIFICATION)

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23 Q. Of LEDison series bulbs that have been operating
24 for years?

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Page 81

1 A. Yes.
2 Q. Ever receive any complaint letters concerning
3 LEDison bulbs?
4 A. Not to my knowledge.
5 Q. Ever receive any complaint letters concerning any
6 of your products?
7 A. I'm not sure what you mean by --
8 Q. Do you maintain any files concerning
9 correspondence with your customers concerning
10 product returns, quality issues, defective
11 products?
12 A. Well, let's see, if we sold a product and the
13 customer had a problem with it, we'd issue them a
14 return authorization number, they would send back
15 the product and we'd replace it or give them
16 credit.
17 Q. I said do you have a file or a database or
18 documents that would reflect those transactions of
19 LEDison series bulbs?
20 A. No.
21 Q. I wanted to identify any returns the company may
22 have received of LEDison bulbs or credits or
23 replacements that were sent out, would there be
24 any way to identify such transactions?

	Page 82	
1	A. It would be very difficult.	1
2	Q. So you have no documents that you can identify in	2
3	that category?	3
4	A. There may be documents, but as far as	4
5	locating them, it would be unbelievably difficult.	5
6	Q. Where would you maintain such documents?	6
7	A. It would be in the accounts receivable file.	7
8	But the problem would be in determining who were	8
9	the customers. The customers aren't designated by	9
10	the kind of product they purchase.	10
11	Q. Who would be responsible in your company to handle	11
12	such returns?	12
13	A. Robert H. Cross.	13
14	Q. Is that your son?	14
15	A. Yes.	15
16	Q. Where is he based?	16
17	A. In Providence.	17
18	Q. You maintain your offices in Providence?	18
19	A. Just the one location.	19
20	Q. Do you have locations anyplace else?	20
21	A. No.	21
22	Q. Where do you maintain your warehouses?	22
23	A. In Providence.	23
24	MR. OSTRAGER: Sir, I'm going to mark	24

	Page 83	
1	as Petitioner's Exhibit 10, Mule Emergency	1
2	Lighting Inventory Control, and the invoices	2
3	bearing Mule document production numbers 00164	3
4	through 00181. And after the court reporter marks	4
5	the document, I'll ask you to take a look at it	5
6	and tell us if you can identify it.	6
7	(PETITIONER'S EXHIBIT 10	7
8	MARKED FOR IDENTIFICATION)	8
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4 Q. The top right-hand corner of this Exhibit 15, tell
5 us what that notation is in the top-right hand
6 corner?
7 A. T-h-o-s Edison.
8 Q. T-h-o-s Edison?
9 A. Yes.
10 Q. Is that like Thomas Edison?
11 A. Exactly.
12 Q. Can you tell me whose handwriting that?
13 A. That's mine.
14 Q. Why do you have Thomas Edison there?
15 A. Because that's how I internally refer to this
16 case or whatever.
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6 Q. Again, you have a reference to Thomas Edison on
7 that document; is that your handwriting?
8 A. Yes, it is.
9 Q. Again, why do you have that reference?
10 A. Because I felt this whole proceeding was a
11 joke, so I call it the Thomas Edison file.
12 Q. So you think this whole proceeding is a joke?
13 A. Yeah.
14 Q. Okay. Why do you think it's a joke, sir?
15 A. I don't get the connection.
16 Q. Do you think there is any similarity between
17 LEDison and Edison in terms of --
18 A. No, I do not.
19 Q. How many letters do they share?
20 A. Well, let's see, six.
21 Q. What is the distinction in terms of alphabetic
22 letters between LEDison and Edison?
23 A. The capital L, E and D.
24 Q. How many different letters are there?

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Page 103

1 A. There would be one different letter.
2 Q. One different letter?
3 A. Yeah.
4 Q. Okay. Would you have a problem, sir, if somebody
5 opened up electrical lighting company and called
6 it LMule?
7 MR. O'BRIEN: Objection. Calls for
8 speculation. Argumentative.
9 Q. I'm asking you whether you would consider that to
10 be a problem.
11 MR. O'BRIEN: I'm going to object
12 again. It calls for speculation and
13 argumentative.
14 MR. OSTRAGER: You can objection.
15 MR. O'BRIEN: Let me finish and state
16 my objection. Go ahead, you can answer.
17 A. I can't answer it, I don't know.
18 Q. You don't know whether it would be troublesome to
19 you?
20 A. Right.
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Page 105

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MR. OSTRAGER: Okay. Thank you.
Sir, I'm going to mark as Petitioner's Exhibit 23
a collection of documents which is printed from
Cooper Lighting's web page, it consists of four
pages, we'll mark that 23 and ask the court
reporter to provide you with a marked copy.
(PETITIONER'S EXHIBIT 23
MARKED FOR IDENTIFICATION)

15 Q. Sir, I'd like you to look through this document
16 and tell me if you've ever seen any of these pages
17 before?
18 A. I know I've been to the McGraw-Edison site.
19 Whether I was on Cooper's home page or not, I'm
20 not sure.
21 Q. Why don't you turn to the third page of this
22 document. Do you see on the left-hand column a
23 list of various brand names?
24 A. Yes, I do.

Page 106

1 Q. Are you familiar with any of those products?
 2 A. Yes, I am.
 3 Q. Why don't you go through them and tell me what you
 4 know about each of those products?
 5 A. Sure-Lites is a direct competitor of Mule.
 6 Q. What is Sure-Lights, what product is --
 7 A. Emergency lights and exit signs.
 8 Q. Any others that you're familiar with?
 9 A. AtLite, direct competitor, emergency lights
 10 and exit signs. A couple of these other names
 11 I've seen, but I am not familiar with what the
 12 exact products are. Like that Metalux, I've seen
 13 that name before, but I have no idea what they
 14 make.
 15 Q. How about CooperLED?
 16 A. No.
 17 Q. Never heard of it,
 18 A. Cooper Lighting.
 19 Q. Turn to the next page. You see under the heading
 20 CooperLED, I'll read it into the record,
 21 "CooperLED led traffic signals are" -- "CooperLED,
 22 LED traffic signals are designed to meet rigid
 23 traffic control device standards established by
 24 the various jurisdictional entities throughout the

Page 107

1 United States and Canada." Are you familiar with
 2 that product at all?
 3 A. I know there are LED traffic signals in the
 4 marketplace.
 5 Q. Do you sell LED traffic signals?
 6 A. No.
 7 Q. Would you consider that product to be competitive
 8 with yours?
 9 A. No.
 10 Q. Turn to the third page again, you see
 11 McGraw-Edison. Under that heading it reads,
 12 "Durable efficient HID fixtures." Does your
 13 company sell fixtures of that type?
 14 A. Do not manufacture fixtures of that type.
 15 Q. What type of fixtures do you sell?
 16 A. LED bulbs, exit fixtures and emergency lights
 17 are the major categories.
 18 Q. Have you ever encountered Cooper Lighting at
 19 various trade shows?
 20 A. I've seen the divisions at trade shows. You
 21 know, maybe it says Cooper Lighting across the top
 22 of the booth. A lot of large companies will have
 23 multiple divisions under the same umbrella, but...
 24 Q. Have you ever seen McGraw-Edison at any trade

Page 108

1 shows?
 2 THE WITNESS: What?
 3 MR. OSTRAGER: McGraw-Edison.
 4 A. Probably.
 5 Q. Is McGraw-Edison a brand you're generally familiar
 6 with?
 7 A. No.
 8 Q. Do you know anything about the history of the
 9 McGraw-Edison Company?
 10 A. No, I don't.
 11 Q. Are you aware McGraw-Edison is a successor to
 12 Thomas A. Edison?
 13 A. No, I'm not.
 14 Q. Are you aware that Thomas A. --
 15 A. I am now.
 16 Q. Are you aware Thomas A. Edison marketed light
 17 bulbs?
 18 MR. O'BRIEN: Objection to form.
 19 A. I know he invented it.
 20 Q. Okay. Sir, earlier on, sir, I had shown you
 21 Exhibit 2, which was the petition to cancel. Did
 22 you ever read that document, sir?
 23 A. I reviewed it, yes.
 24 Q. Is there any explanation in that document

Page 109

1 concerning McGraw-Edison and its heritage?
 2 A. Well, I'm noticing it for the first time on
 3 Page 5.
 4 MR. OSTRAGER: Let's move on, sir.
 5 I'm going to mark as Petitioner's Exhibit 24 a
 6 collection of documents under the heading Cooper
 7 Lighting McGraw-Edison, consisting of 16 pages, it
 8 was printed from the website on September 22nd,
 9 2004. I'll ask the court reporter to mark it and
 10 show it to you.
 11 (PETITIONER'S EXHIBIT 24
 12 MARKED FOR IDENTIFICATION)
 13 Q. Sir, you testified earlier that you may have
 14 looked at the McGraw website, do you recognize any
 15 of the pages in this document.
 16 A. I do recognize some of them, yes.
 17 Q. Let's read into the record some of the text on
 18 Page 1 of this exhibit. "McGraw-Edison offers a
 19 range of versatile, high performance and efficient
 20 HID fixtures for outdoor applications." Were you
 21 aware of that prior to today?
 22 THE WITNESS: Am I?
 23 Q. Were you aware of that, that McGraw-Edison
 24 marketed such products prior to today?

Page 110

1 A. Yes. When I received Exhibit 2.
 2 Q. Prior to that you never heard of McGraw-Edison?
 3 A. I had heard of it, but again, was not
 4 familiar with what kind of products they offered.
 5 Q. When you conducted your Internet search when you
 6 first derived the LEDison mark, did you see a
 7 reference to McGraw-Edison?
 8 A. Absolutely not.
 9 Q. Now in the right-hand column on Page 1 of this
 10 document there's a list of product categories?
 11 A. Uh-huh.
 12 Q. Areas/roadway, decorative, flood lighting,
 13 parking, garage, pathways, poles, wallmount. Do
 14 you sell products in these categories?
 15 A. No, we don't.
 16 Q. Do your LED's have applications in any of these
 17 categories?
 18 A. Well, the decorative, perhaps, but it's too
 19 general a term here. It appears the kind of
 20 products that they're manufacturing are outdoor,
 21 high abuse and very high illumination. The LED
 22 bulbs are basically accent lighting, whether it's
 23 used as decorative or even on a pathway, say,
 24 okay.

Page 111

1 Q. Would electrical suppliers distribute products
 2 shown in Exhibit 24?
 3 A. Yes, they would.
 4 Q. Would your customer sell the products that are
 5 shown in Exhibit 24 and you can look through this
 6 whole exhibit?
 7 MR. O'BRIEN: Objection. Calls for
 8 speculation. I'll let him answer if he knows.
 9 Q. Do you understand the question, sir?
 10 A. No.
 11 Q. Are the products shown in Exhibit 24 distributed
 12 through electrical suppliers?
 13 A. I believe they are.
 14 MR. O'BRIEN: Objection. Again.
 15 Calls for speculation.
 16 A. I don't know if McGraw-Edison does.
 17 Q. But in general?
 18 A. In general, yes.
 19 MR. OSTRAGER: Sir, I'm going to mark
 20 as Petitioner's Exhibit 25 a printout from Cooper
 21 Lighting's website under for their product brand
 22 CooperLED and it consists of eight pages and we'll
 23 mark it as Petitioner's Exhibit 25.
 24

Page 112

1 (PETITIONER'S EXHIBIT 25
 2 MARKED FOR IDENTIFICATION)
 3 Q. Please take a look at this document and tell me
 4 whether you've ever seen any of these pages on the
 5 Web.
 6 A. I don't believe so, no. It's all traffic,
 7 right?
 8 Q. Take a look at it.
 9 (PAUSE)
 10 Q. Does your company have any involvement in the
 11 traffic field?
 12 A. No.
 13 MR. OSTRAGER: Sir, we're going to
 14 mark as Petitioner's Exhibit 26, a printout from
 15 Cooper Lighting's web page for the brand AtLite
 16 which consists of 24 pages. After it's marked,
 17 we'll ask you to take a look at it.
 18 (PETITIONER'S EXHIBIT 26
 19 MARKED FOR IDENTIFICATION)
 20 (PAUSE)
 21 A. Okay.
 22 Q. Are you familiar with this website?
 23 A. No.
 24 Q. You've never seen it before?

Page 113

1 A. I might have seen a couple of these pages on
 2 the emergency lighting units or even the LED exit
 3 signs.
 4 Q. Is AtLite a direct competitor of yours?
 5 A. Yes, they are.
 6 Q. Are you familiar with the products shown on these
 7 various pages?
 8 A. Only some of them. None of the first few
 9 pages.
 10 Q. Why don't you tell me which products you're
 11 familiar with.
 12 A. The H industrial series; the recessed gimbal
 13 page, the FP battery pack page, the XLA1 page,
 14 XPAB page -- two pages, I believe that's it.
 15 Q. Are those products competitive with your lines?
 16 A. Yes, they are.
 17 Q. Do you encounter AtLite at various trade shows?
 18 A. Probably, sure.
 19 Q. Are you aware that AtLite sells into -- is
 20 approved for sale of its emergency lighting and
 21 signage in New York City?
 22 A. I wasn't, until I'm reading this first page
 23 here.
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↳ (pages 110 to 113)

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MR. OSTRAGER: We'll mark as
Petitioner's Exhibit 27 a Cooper Lighting web
pages with the heading, "About Cooper" on Page 1
and consists of seven pages.

(PETITIONER'S EXHIBIT 27
MARKED FOR IDENTIFICATION)

Q. If you could turn through these pages, sir.
(WITNESS PERUSING DOCUMENTS)

Q. Have you have seen these pages?
A. I don't believe so, no.

Q. Let's turn to the last three pages of the
document, it has the heading "About Cooper," and
then there is the following text, "Cooper Lighting
actively supports and participates in trade shows

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that serve industries such as residential home
builders, electrical contractors, industrial and
plant facility managers, utilities and departments
of transportation, local electrical associations
and retail mass merchandising." Do you see that,
sir?

A. Yes.

Q. Would that description also apply to Mule
Lighting?
A. No.

Q. In what respects would it differ?
A. We don't participate in trade shows.

Q. You don't participate in any trade shows anywhere?
A. No.

Q. Well, do you sell into the market identified in
that text, namely, residential home builders,
electrical contractors, industrial and plant
facility managers, utilities and departments of
transportation, local electrical associations and
retail and mass merchandising?
A. Definitely electrical contractors.

Q. Anything else?
A. Maybe industrial and plant facility managers,
some large very companies or organizations

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sometimes.

Q. How about the rest of these categories?
A. Well, we don't sell to associations, mass
merchandisers, residential home builders, no.
It's possible we've sold to a utility before.

Q. Sir, does anyone from your company attend trade
shows around the country?
A. That would be me.

Q. Okay. How many trade shows have you attended in
the last -- from January '03 to the present?
A. One.

Q. Which one is that?
A. That Lightfair in New York City, it's called
Lightfair.

Q. When was that?
A. Let's see, it was either 2002 or 2003.

Q. Do you plan to attend any trade shows in 2004?
A. I have no specific plans, not to say that I
wouldn't.

Q. Okay. Why don't you look down the list of trade
shows listed here and tell me whether or not you
have any knowledge concerning these various trade
shows, and I'm referring to the list of trade
shows on the last three pages of Exhibit 27.

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A. The question is am I familiar?

Q. What knowledge do you have of these trade shows?
A. I've heard of this Lightfair International,
but I've never been to it.

Q. Do these various trade shows -- let's look at them
in order beginning in January '04, we have
ACA-winter. Do you know what that refers to?
A. No.

Q. How about the NAHB?
A. No.

Q. The SPECS?
A. No.

Q. The Clean Rooms-East?
A. No.

Q. 21st Century Expo & Conference?
A. No.

Q. Lightfair International, you're familiar with?
A. Yes.

Q. What type of companies make presentations at
Lightfair?
A. Lighting companies.

Q. Like your own?
A. Sure.

Q. Then we have the SWEE, South West Electrical Expo.

Page 118

1 Any knowledge of that trade show?
 2 A. No.
 3 Q. How about the Upper Midwest Electrical Expo?
 4 A. No.
 5 Q. Main Street?
 6 A. No.
 7 Q. Retail Construction Expo; no?
 8 A. No.
 9 Q. Go down the list on the next page.
 10 A. American Lighting Association, I've heard of
 11 that association, I don't know if they have a
 12 trade show. NAED stands for National Association
 13 of Electrical Distributors. I've never been to
 14 one of those. AIA I'm familiar with because I've
 15 used architects in the past personally. IES is
 16 Illumination Engineering Society, I don't believe
 17 they have trade shows but I know that.
 18 Q. Do you participate in any of their activities?
 19 A. No. Graybar who we've sold -- that's a
 20 national chain, so I don't know what that means.
 21 Of course I know who they are. Lightshow West,
 22 maybe, I've heard of that. I don't know what it
 23 is. NECA I believe is National Electrical
 24 Contractors Association. Again, I don't know if

Page 119

1 they have a trade show. I've never attended any
 2 of their things. And Retail Construction, I don't
 3 know them.
 4 MR. OSTRAGER: Sir, I thank you. I
 5 have no further questions. Maybe your attorney
 6 may have some cross?
 7 MR. O'BRIEN: I don't have any
 8 questions.
 9 THE REPORTER: Do you want the
 10 original and a copy?
 11 MR. OSTRAGER: The original and a
 12 mini.
 13 MR. O'BRIEN: I'll have the mini and
 14 one full size.
 15 (DEPOSITION CLOSED AT 1:32 P.M.)
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Page 120

C-E-R-T-I-F-I-C-A-T-E

1 I, LINDA L. GUGLIELMO, a Notary Public in and for
 2 the State of Rhode Island, duly commissioned and
 3 qualified to administer oaths, do hereby certify
 4 that the foregoing deposition of ROBERT P. CROSS, a
 5 Witness in the above-entitled cause, was taken
 6 before me on behalf of the Petitioner at the
 7 offices of Allied Court Reporters, 115 Phenix
 8 Avenue, Cranston, Rhode Island, on September 28,
 9 2004, at 9:30 A.M. that previous to examination of
 10 said witness, who was of lawful age, he was first
 11 sworn by me and duly cautioned and sworn to testify
 12 the truth, the whole truth, and nothing but the
 13 truth, and that he thereupon testified as in the
 14 foregoing manner as set out in the aforesaid
 15 transcript.
 16 I further certify that the foregoing deposition was
 17 taken down by me in machine shorthand and was later
 18 transcribed by computer and that the foregoing
 19 deposition is a true and accurate record of the
 20 testimony of said witness.
 21 Pursuant to Rule 5 (d) and 30 (f) of the Federal
 22 Rules of Civil Procedure, original transcripts
 23 shall not be filed in court; therefore, the
 24 original is delivered and retained by Petitioner's
 attorney.
 Signature of the witness has been waived by all
 parties.

IN WITNESS WHEREOF, I have hereunto set my hand
 this _____ DAY OF October 2004.

 LINDA L. GUGLIELMO, NOTARY PUBLIC/RPR-RMR
 (MY COMMISSION EXPIRES AUGUST 13, 2005)

Word Index

<p style="text-align: center;">A</p> <p>abbreviate 63:1 ability 48:4 able 100:6 above-entitled 1:11 120:4 Absolute 65:8 Absolutely 17:4 110:8 abuse 110:21 ACA-winter 117:7 accent 50:23 69:24 110:22 accessories 49:16 account 101:6 accounting 4:23 accounts 82:7 accurate 2:18 100:19 120:11 acquire 6:5 acquisition 24:8 active 6:10 7:8,10 8:1 actively 114:24 activities 12:2,13 118:18 activity 15:20 actual 64:12 add 34:20 addition 56:21 80:20 addressed 68:22 administer 120:3 Administration 4:24 adopt 25:11 adopting 26:6 advance 67:20 advantage 20:23 advertisements 96:5 advertising 12:12,14 95:18 97:6,23 99:2 99:12 100:12 affiliate 3:12 17:2 affiliates 17:22 affiliate's 16:24 affiliation 4:14 affixed 33:7 afford 6:21 aforesaid 120:8 age 120:6 ago 30:1 agree 16:9 21:23 22:2 30:22 agreement 84:4 ahead 16:18 19:1 45:4 74:8 103:16 AIA 118:14 Air 5:6</p>	<p>Albuquerque 89:2 allegations 18:20 19:4 Allied 1:13,22 120:5 allow 30:16 allowed 100:8 alphabetic 102:21 Alta 23:19 alternatively 45:23 amber 67:12 68:10 American 118:10 amount 6:13 7:24 analysis 15:16 annexed 86:23 90:22 answer 7:3 16:18 19:1 21:18 27:13 27:14 29:9,11 30:15,16 45:4 49:8 49:11 53:1 61:10 61:11 63:8 67:1 74:8 103:16,17 111:8 answered 20:8 66:24 antiquated 79:13 anybody 15:6 19:20 22:15 24:13,17 28:23 41:22 52:13 65:12 80:2 85:15 87:23 anymore 79:15 anyplace 82:20 apart 22:22 apologize 6:7 apparently 85:16 86:22 APPEAL 1:1 appear 42:14 50:11 50:13 76:14 96:11 99:16 101:21 103:23 104:23 APPEARANCES 1:15 appears 68:15,17 84:8,23 98:20 99:17 101:6 110:19 applicant 36:6 application 2:8 31:6 31:11 32:1,16,17 32:20 39:11 41:18 47:5 50:20,22 applications 11:16 38:22 39:5,9 42:22 42:23 43:4,5 44:10 44:12,17 47:4,20 52:10,14,24 53:11 109:20 110:16</p>	<p>applied 37:15 84:10 92:4 apply 40:16 50:6 97:12 115:8 appoint 37:17 appoints 37:17 appreciate 93:4 approved 7:18 113:20,24 114:2 approximate 6:15 55:4 89:13 90:9,14 approximately 5:19 10:9,17,22 11:22 27:19 31:2 72:6 88:22,24 architects 118:15 area 7:13 8:1,4,4,21 8:24 9:3,11 areas 4:6,8 8:7 9:20 50:23 Areas/roadway 110:12 argumentative 103:8,13 Arizona 14:17 arrival 10:3 arrow 57:18 asked 6:7 26:21 66:24 71:9 79:4 asking 17:19 20:10 25:22 30:19 63:13 63:21 72:13 103:9 assign 41:15 assigned 41:24 Assistant 5:13 31:24 associated 18:3 21:16 22:2 30:10 30:20 32:10 33:9 58:21 74:13 Associates 11:20 103:23 104:9,22 association 4:14 22:19 37:8 118:10 118:11,12,24 associations 115:4 115:19 116:3 assume 16:15 AtLite 2:22 13:24 14:1,2,5 16:5 106:9 112:15 113:4,17,19 attempt 48:17 attend 12:16 116:6 116:17 attended 116:9 119:1 attention 57:17</p>	<p>attorney 3:10 19:22 30:13 119:5 120:15 attorneys 19:8 attorney/client 18:23 27:12 30:23 37:2 August 94:8,15 120:23 authorization 81:14 authorized 26:14,18 27:1 36:7 37:17 availability 25:24 27:6,7,9 36:16 available 23:13 Avenue 1:13,17,23 120:5 aware 16:20 17:16 17:19 51:15 108:11,14,16 109:21,23 113:19 A.M 1:14 3:1 120:6 A19 52:3,5,7 53:24</p> <p style="text-align: center;">B</p> <p>B 2:5 Bachelor's 4:23 back 24:7 25:12 34:17 58:18 67:14 75:23 78:21 80:2 81:14 83:16 100:8 background 4:22 ballast 47:7 ballasts 14:24 47:3,7 Baoshan 41:11 61:16 62:9 72:19 73:3 76:20 Barkley 86:5,16 base 50:19 51:3,4,5 52:6,7 54:5 63:14 63:15 64:5,6,7,9 64:15 based 20:10 72:13 82:16 87:17 95:24 basic 86:12 basically 10:7 23:16 26:13 43:13,16 61:23 71:12 110:22 basis 36:13 37:9 58:16 Bates 31:13 39:18 57:3,4 61:17,18 63:5 72:22 73:7 74:23 86:23 90:23 96:20 batteries 9:23 11:2,5</p>	<p>11:6,6,10 battery 5:20,21 43:13,14 48:10,14 113:13 battery-operated 9:21,24 10:6 14:3 43:16 47:2 Beach 60:18 Beam 15:2,4 bear 61:17 63:16 74:5 86:23 bearing 73:8 74:22 83:3 bears 31:12 38:5 39:17 57:3 90:23 92:9 began 5:8 beginning 90:13 117:6 begins 33:4 behalf 1:11 27:2 32:1 36:8 120:4 belief 37:7 believe 14:4,14 15:2 19:15 21:14 23:9 23:19 24:23 25:2 35:2 39:14 40:16 41:10 51:21 52:8 54:20,24 59:15,21 60:14 62:9 66:10 68:8 69:20 71:1 75:24 76:15 79:15 84:14 92:21 111:13 112:6 113:14 114:20 118:16,23 believes 36:11 benefit 69:11 best 26:19 37:6 58:13 83:20 Bethesda 60:18 big 15:2,4 70:8 biggest 13:5 bill 71:17 72:2 78:10 78:13 billed 78:17 blocked-out 93:14 BLOOMFIELD 1:20 board 1:1 40:24 Bodine 14:22 booth 107:22 bottom 38:21 76:19 box 35:17 66:5 Boynton 60:18 branch 89:22 branches 89:23</p>
--	--	---	--	--

<p>brand 19:21 20:1,4 20:6 45:8 50:6 55:23 56:15 57:14 105:23 108:5 111:21 112:15 breakthrough 40:12 BRIEF 49:23 briefly 40:21 Broitman 1:16 3:9 broken 104:16 browser 97:21 builders 115:2,16 116:4 building 69:16 buildings 69:17 built 80:19 bulb 20:16 34:9,12 50:21 51:7,17,18 52:4,5,9 53:9,11 54:9,10 58:7,17,22 60:23 62:1 64:22 67:17 73:12 79:22 85:11 bulbs 21:16 22:3,8 24:5 33:18 34:3 38:6,15 39:4,11,13 40:13 41:13 50:5,6 50:10,11,14,16 51:1,2,8 52:15,24 54:7,8,11,12 55:4 55:10,22 56:16 57:11,15,22 58:4 58:19,23 59:3,5,14 59:16 60:10,22 65:1,6,19 67:21 69:9 70:15,18 73:4 73:11 74:14 75:14 75:20 76:20 77:4 77:17 79:1,2,24 80:3,23 81:3,19,22 83:10 84:13,17,22 85:1 86:6 87:9,15 88:23 89:14 90:18 90:19 91:11,18 92:3 93:1,17 97:13 104:11,15,19 105:5 107:16 108:17 110:22 bunch 71:10 burned 80:3 business 4:24 5:14 5:18,21 6:3,5,10 6:16 15:20 60:12 62:24 75:9 79:15 85:22 86:8 90:2 buy 61:9 B-o-d-i-n-e 14:22</p>	<p style="text-align: center;">C</p> <p>C 44:20 cabinet 38:23,23 call 11:15 30:13 97:23 102:11 called 14:22 15:2 47:24 65:12 79:14 103:5 116:13 calling 86:16 calls 18:22 27:12 103:7,12 111:7,15 Cameron 86:4,16 Canada 107:1 cancel 108:21 cancellation 1:7 2:7 3:14 17:7 18:18 19:8 cancelled 77:1 Cantor 1:19 29:22 31:1 capital 21:4 23:3 102:23 capitalizes 65:21 captioned 3:14 career 24:8 carton 34:21 35:2,5 case 1:11 64:17 98:16 cases 39:7 casting 33:5 catalog 40:4 45:15 53:2,2,5,6 54:21 55:1 58:18,20 59:17,20,21 60:1 73:14 74:10,15 79:7 86:12,14 99:3 99:7,8,12 101:1,2 104:11,19 105:6 catalogs 12:4,5 15:14 91:14 categories 9:19 107:17 110:10,14 110:17 116:2 category 10:10 38:6 38:14 42:18 67:17 82:3 91:16 cause 37:15,16 120:4 cautioned 120:7 ceilings 38:24 century 21:24 117:15 certain 7:20 43:10 51:5 64:15 65:15 65:16 80:18 96:4 certainly 22:8 certify 120:3,10 chain 118:20</p>	<p>chandeliers 51:9 characteristics 44:1 characterization 74:7 characterize 39:8 charge 96:9 charged 96:1 charger 43:13 chargers 48:10,15 charges 100:3,12 101:21 102:3 105:5 CHARLES 1:19 check 27:20 Chicago 8:1,4,7,12 8:13,20 China 41:8 61:23 62:11 80:7 Chong 1:16 3:9 chronologically 71:4 circuit 40:24 city 7:9,12,15,19,21 8:7,13,24 9:1 12:20 113:21 114:1,3,5,6 116:13 Civil 120:13 claim 53:20 Clean 117:13 click 97:14 98:2 clicks 96:8 click-throughs 96:1 client 30:14 CLOSED 119:15 Coast 48:14,15,16 codes 114:5 Colburn 1:19 29:22 31:1 collect 96:24 collection 42:5 74:21 87:17 89:17 95:15 104:21 105:9 109:6 college 5:8 color 45:11 colored 67:12 colors 68:11 column 57:18 105:22 110:9 columns 99:9 come 12:8 31:5 32:7 45:21 69:17,19 77:8,22 86:9 coming 21:3 COMMENCED 3:1 comment 64:12 commerce 37:9 commercial 39:9</p>	<p>42:23 43:6 44:11 44:16 47:5 48:18 51:10,14 52:1,9 53:14 54:14 59:5 69:16 78:6 COMMISSION 120:23 commissioned 120:2 Commissioner 31:24 common 44:24 communication 18:22 30:18 communications 19:7 27:13 65:17 compact 43:3 companies 13:16 14:16 15:10 88:15 88:20 90:7 107:22 115:24 117:19,21 company 1:6 3:11 3:15 7:5,8 11:13 12:2 13:23 14:10 14:14,22 15:2 16:20 19:21,24 24:13,15 26:3,4,5 26:7,14 27:5,10 28:24 29:16 41:14 41:22 42:1 45:9 49:6 52:13,21 62:10 63:24 69:15 71:16,20,22 73:4 79:15 80:13 81:21 82:11 88:7 89:3,6 89:18 95:19,22 97:8,18,24 101:16 103:5 107:13 108:9 112:10 116:6 company's 24:3 25:22 64:3 74:22 competition 12:24 competitive 39:4 107:7 113:15 competitor 19:19 106:5,9 113:4 competitors 13:3,11 13:17 14:15,16,21 15:12,17 complaint 81:2,5 complete 13:15 computer 35:15 120:11 computers 11:8 conceived 22:18 23:11 concern 95:17 concerned 54:4</p>	<p>concerning 4:2 18:19 22:15 24:10 25:23 27:6,7,9 28:10 30:2 46:16 47:16 48:20 80:8 81:2,5,8,9 109:1 116:22 conclusion 58:16 conduct 18:19 23:12 23:15 25:19,23 26:5,12,15,19,21 27:2 28:15 29:4 45:18 46:8,12 48:19 80:16 conducted 15:16 25:4 36:18,21 110:5 conducting 24:9 25:16 26:10 28:14 Conference 117:15 confidential 6:19 7:2 96:21 confirm 4:8 conflict 48:23 confusion 37:16 connection 32:22 33:12 99:7 102:15 consider 49:11 75:18 103:9 107:7 consisting 109:7 consists 105:10 111:22 112:16 114:14 Construction 118:7 119:2 consult 22:15 consumption 65:22 contact 69:19 contacted 69:20 contained 18:20 19:4 containers 33:8 continue 62:6 contract 20:22 contractor 89:9 contractors 88:14 88:19 90:6 115:2 115:17,21 118:24 control 2:10,11,12 2:13,14,15,16 57:1 57:2 74:21 75:6,7 79:9,12,14 80:5,14 83:2,9,12 85:7 86:21 87:6 90:22 91:5 92:8,15 94:14 95:5 106:23 controversy 4:3</p>
--	--	---	--	--

<p>Cooper 2:20,22,22 3:10,12 13:12,13 14:11,12,13 16:1,3 16:7,10,19 17:1,16 17:21 18:3 19:20 105:10 106:18 107:18,21 109:6 111:20 112:15 114:12,13,22,23</p> <p>CooperLED 2:21 106:15,20,21,21 111:22</p> <p>Cooper's 105:19</p> <p>COOPER/McGR... 2:21</p> <p>copy 53:5 59:20 96:17 105:12 119:10</p> <p>corner 98:4,6</p> <p>corporation 5:23 14:12 36:7,8,11 37:8 69:13 72:19</p> <p>correct 11:9 15:21 21:15 22:11 23:6 28:9 30:3 36:9 42:15 44:22 66:9 68:4,19 76:4,13 78:11,12 83:11 87:11 96:10 99:14 100:11 101:18</p> <p>corrected 76:23</p> <p>correspondence 81:9</p> <p>corresponding 77:6 94:24 95:4</p> <p>corresponds 97:1</p> <p>cost 99:12</p> <p>costs 99:3,8</p> <p>counsel 25:7,9,17,19 26:8,11,15,18 27:2 27:5,9,17 28:1 29:3,4,4 30:3,5,8 36:15,17,21 37:18 46:16,20 95:14</p> <p>count 96:8</p> <p>country 6:11 89:24 116:7</p> <p>couple 5:7 42:13 106:10 113:1</p> <p>course 75:9 86:8 118:21</p> <p>court 1:13,22 31:16 38:7 39:19 42:7 57:6 61:18 74:24 83:4 87:1 90:24 92:10 98:21 99:22 100:21 101:9,24</p>	<p>104:1,24 105:11 109:9 120:5,14</p> <p>cover 42:22 92:17 100:4 104:8,10,23</p> <p>covered 59:23 72:12</p> <p>Cranston 1:13,23 120:5</p> <p>credit 81:16</p> <p>credits 81:22</p> <p>cross 1:11 2:2 3:2,6 3:8 28:20 36:5 49:24 52:18,19 56:14 82:13 119:6 120:3</p> <p>crossed 75:11 87:13</p> <p>crossed-out 63:11</p> <p>CT 1:20</p> <p>current 40:9 42:9 53:2 55:1 60:15 74:10</p> <p>currently 10:11,12 31:1</p> <p>custom 47:20</p> <p>customer 12:6 60:15 65:12 70:12 81:13 84:8 85:8 86:5 87:7 90:18 91:6 95:24 111:4</p> <p>customers 65:18 71:12,17 78:10 81:9 82:9,9 84:21 85:1,10 87:18 88:12,13 92:2,16</p> <p>cut 66:10 84:3 92:24</p> <p>cutters 48:16</p> <p>C-E-R-T-I-F-I-C-... 120:1</p> <hr/> <p style="text-align: center;">D</p> <hr/> <p>d 2:1 102:23 120:13</p> <p>daily 15:20</p> <p>damage 84:9</p> <p>dash 21:4,4</p> <p>dashes 1:7</p> <p>data 44:4 98:20</p> <p>database 25:16 28:15 56:17 79:11 81:17</p> <p>databases 28:14</p> <p>date 33:3 57:2 66:5 66:6,7,7,8 73:5 76:8 92:19 94:8</p> <p>dated 40:8 68:22 100:18</p> <p>dating 77:2</p> <p>day 18:8 120:19</p> <p>days 80:20</p>	<p>DD 48:7,17</p> <p>dealings 69:3</p> <p>deceive 37:16</p> <p>December 32:24 57:3 92:21 94:19 101:7</p> <p>declaration 34:15 36:5,8</p> <p>decorative 53:12 110:12,18,23</p> <p>defective 81:10</p> <p>Definitely 22:10 115:21</p> <p>degree 4:23 5:1</p> <p>delineated 26:20</p> <p>delivered 120:14</p> <p>delivery 66:7 79:17</p> <p>denote 64:5</p> <p>department 41:2</p> <p>departments 115:3 115:18</p> <p>depend 71:18,19,20</p> <p>depending 80:17 97:22 99:5</p> <p>depicted 33:22</p> <p>depiction 23:3</p> <p>depicts 48:4</p> <p>deposes 3:3</p> <p>deposition 1:11 2:7 3:1,13,17 96:22 119:15 120:3,10 120:11</p> <p>derivation 20:20 46:3,4 47:10</p> <p>derived 110:6</p> <p>describe 4:21 5:4 9:18 20:15 21:1 24:2 33:10 34:1 40:21 43:24 44:10 44:14 48:9 50:1,17 50:24 51:7,17 52:3 52:23 54:7 67:10</p> <p>described 5:19</p> <p>describing 32:15</p> <p>description 2:6 40:10 58:8,9,17,21 73:8 74:16 77:14 79:3,5 84:1 91:16 97:24 115:8</p> <p>design 40:12,24</p> <p>designate 6:18 7:1 45:14</p> <p>designated 4:4 65:7 82:9</p> <p>designating 52:5 96:21</p> <p>designation 34:4</p>	<p>38:14,15,19 45:20 46:17,18 47:11,20 48:11,21 50:11,13 53:19,20 57:23 63:1,6 68:4 70:19 72:11 73:14 77:2</p> <p>designations 45:1 47:17 49:5 54:5 73:9</p> <p>designed 106:22</p> <p>determine 23:13 45:19 46:9 58:6</p> <p>determining 82:8</p> <p>developed 61:24</p> <p>development 41:2 62:10</p> <p>device 106:23</p> <p>differ 115:11</p> <p>difference 67:10 74:2</p> <p>different 9:18 15:22 16:11 17:2 42:17 45:1,17 47:21 50:3 50:16 58:4 62:7 67:9,11 68:11 71:10 73:21,24 74:13 102:24 103:1,2 104:17</p> <p>differently 75:19</p> <p>difficult 82:1,5 85:6</p> <p>diligence 23:12 24:10 26:5</p> <p>dimension 51:5</p> <p>diode 34:2 65:24</p> <p>diodes 20:5 23:4 32:24</p> <p>direct 13:17 57:17 106:5,9 113:4</p> <p>directed 61:16 97:10</p> <p>directly 16:22 33:6 69:20</p> <p>discarded 21:5,7</p> <p>discernible 84:3</p> <p>discussion 70:11,14 70:20 84:4</p> <p>discussions 70:17</p> <p>distinct 91:12</p> <p>distinction 102:21</p> <p>distribute 5:15 6:12 12:7 16:21 71:11 111:1</p> <p>distributed 66:18 71:14 111:11</p> <p>distributes 71:16</p> <p>distributing 90:4</p> <p>distribution 7:19 8:9 12:5</p>	<p>distributions 61:6</p> <p>distributor 8:11 71:22 88:9 89:20</p> <p>distributors 8:16,20 8:23 9:6,10,14 10:8,16,21 11:4 118:13</p> <p>division 16:24</p> <p>divisions 16:4,11 107:20,23</p> <p>divulge 19:6</p> <p>document 3:19,23 17:14 32:16 35:22 35:23 38:4 39:16 40:3 53:16 57:5,13 59:1 60:21 62:16 63:3,16 64:2,9,13 64:17 66:5,8,11 67:7 72:17,22 73:2 73:5,16 77:13 78:19 79:9,12,17 83:3,5,17,22 86:22 87:1,8,16 89:16 90:13,23 91:1,7,10 91:21,24 94:6,13 96:18 97:1,4 98:18 99:1 100:18 101:5 101:5,20 102:7 103:22 105:15,22 108:22,24 109:15 110:10 112:3 114:22</p> <p>documentation 93:3</p> <p>documents 2:9,19,19 2:22 8:6 9:5,9,13 9:17 31:18 33:9,13 42:5 46:14 47:15 52:23 55:21 56:2 56:14 61:20 67:4 67:15,18,21 71:3 72:7,8 74:19,22 75:2,8 79:6 81:18 82:2,4,6 84:15 85:4 89:5 93:6,20 94:22 95:3,13,15 96:11,24 99:15 104:21 105:9 109:6 114:18</p> <p>doing 35:19</p> <p>dollar 6:15 7:6 55:21 90:9</p> <p>dollars 55:14</p> <p>domain 21:6</p> <p>dominant 22:23</p> <p>DOS-based 79:13</p> <p>dozens 15:7</p> <p>due 23:12 24:9 26:5</p>
--	--	---	--	---

<p>duly 3:3 120:2,7 duplication 100:5 Durable 107:12 dynaLUX 2:8 25:1 25:11,12,18 26:22 27:2,7,10,21 38:6 38:15 49:1 50:5,6 50:9,11,13</p> <hr/> <p style="text-align: center;">E</p> <p>E 2:1,5 102:23 earlier 23:7 33:21 48:24 72:12 78:9 108:20 109:13 early 5:3 35:4,13 65:23 easier 6:23 East 11:20 EC 44:20 Economical 46:7 Econo-Lite 44:19 45:8,13,16,20 46:11 Edison 17:17,23 18:2,5,8,11,15 19:21 21:10,12,16 21:21,23 22:20,24 23:7,9 62:19 63:1 63:3,6,14,16,19 64:6,7 65:1,7,13 65:18 98:7,8,10,14 102:6,11,17,22 108:12,16 Edison-related 19:13 educational 4:21 efficient 39:17 69:18 107:12 109:19 eight 42:19 111:22 either 14:17 37:13 64:14 89:9 105:5 116:16 Electric 60:13 75:16 76:7 77:3 83:23 84:20 85:16,17 88:2 89:17 electrical 8:11 10:7 10:16,21 11:3 59:2 71:21 88:9,11,14 88:19 89:20 90:3,6 103:5 111:1,12 115:2,4,17,19,21 117:24 118:3,13 118:23 Embassy 46:23,24 47:11 emergency 5:15 9:21</p>	<p>10:1,6 11:7 13:17 14:3,24 15:5 43:17 44:9,13 49:19 83:1 97:16 106:7,9 107:16 113:2,20 emitting 20:5 23:4 32:23 34:2 65:24 emphasized 65:24 employ 41:4 employed 23:18 employees 24:19 26:2 41:14 employment 5:4 enable 67:4 encounter 14:5 15:22 16:1 113:17 encountered 18:1,5 18:15 23:7 107:18 ends 94:17 energy 20:24 39:17 47:20 69:15,18 71:22 85:14,19 88:4,15,19 90:6 92:4 engage 12:1,3 61:3 engaged 12:12 engine 23:17,18 95:24 96:4 Engineering 118:16 engineers 41:4 Enron 69:13,14,15 69:19 70:7,8 72:4 85:14,15,19 88:4 90:12,13,15,17 entire 6:21 97:8,11 100:12 101:16,16 entities 15:19,22 106:24 entitled 39:16 entity 41:15 61:24 95:17 environment 47:6 equivalent 54:8 error 64:15,16 65:4 93:7,13 ESQUIRE 1:17,19 established 106:23 eventually 70:9 Ever-Green 43:23 exact 106:12 Exactly 98:11 examination 2:3 3:7 120:6 exclusion 92:19 94:8 execute 36:7 exhibit 3:18,20 17:6 17:9 31:10,14,16</p>	<p>31:19 38:4,9 39:16 39:21 42:4,8,10 49:24 56:24 57:7 61:15,19,21 62:15 67:8,14,19,20 68:16 72:16 73:21 74:21 75:1,4,23 76:6,18,22 77:13 78:21 83:1,7,16,19 83:21 86:21 87:4 90:21 91:3 92:1,7 92:13 93:11,19 94:6,11,16,24 96:14,15 98:4,18 98:18,23 99:22 100:1,20,22 101:8 101:11,23 102:1,4 104:1,4,15,21 105:2,8,13 108:21 109:5,11,18 110:1 111:2,5,6,11,20,23 112:1,14,18 114:12,15 116:24 exist 94:22 exists 37:5 exit 5:16 7:18,21 9:22 10:15,17,24 14:4,20 15:5 42:14 42:18 43:15,17,20 43:21,23 44:9 48:5 48:6 106:7,10 107:16 113:2 EXPENDITURE 2:16 expenditures 97:5 99:2 101:14 104:8 EXPIRES 120:23 Explain 58:13 explanation 108:24 Expo 117:15,24 118:3,7 export 6:14 extended 48:16 extent 18:22 24:5 27:12 30:13 37:2,4 100:6 external 65:22 Extronics 14:17,19</p> <hr/> <p style="text-align: center;">F</p> <p>f 1:19 120:13 facility 115:3,18,23 fact 23:2 78:17 fair 11:9 12:24 16:5 20:15 27:1 36:3 39:8 42:3 49:4 61:5 64:24 90:17</p>	<p>fall 24:17 false 37:21 fame 22:2 famed 21:24 familiar 13:23 14:10 50:22 52:14 106:1 106:8,11 107:1 108:5 110:4 112:22 113:6,11 117:1,17 118:14 familiarity 21:9 family 50:9 far 54:4 82:4 90:1 faxed 86:10 feature 21:2 February 73:6 Federal 120:13 felt 71:8 102:10 field 48:23 86:17,19 112:11 file 31:10 81:17 82:7 102:11 filed 19:8 31:5 120:14 files 81:8 finalize 72:4 find 19:13,17 58:20 60:5 73:14 74:17 79:4,5,8 85:6 fine 4:1 6:20 18:24 27:14 30:21 37:22 60:7 finger 114:9 finish 103:15 firm 3:9 11:14,19,23 29:20,20 30:10,20 31:23 32:8,11 37:7 41:10 95:18 104:7 first 3:16,23 17:21 20:6,11 32:22 33:1 36:4,4 42:13,15 47:23 50:18 54:16 55:23 56:16 59:14 59:15 60:8 62:4,15 66:11,15,21 67:5 67:22 70:17,20 72:10 73:20 75:7,8 75:24 76:2 77:8 95:14,17 96:11 109:2 110:6 113:8 113:22 120:6 Fisher 31:23 fishing 48:18 five 7:7 12:11 24:23 45:13 84:24 fixture 47:8 fixtures 51:22,23</p>	<p>54:13 107:12,13 107:14,15,16 109:20 Flaherty 1:16 3:9 flame 53:9 FlameTip 53:8,16,21 54:3 flood 110:12 Florida 60:19 fluorescent 39:6 43:3 47:2,8 focus 83:21 following 114:23 follows 3:3 Force 5:6 foregoing 120:3,8,10 120:11 form 16:14 21:17 22:4,9 23:1 37:13 45:3 49:7,15 61:7 63:4,7 65:2 108:18 formal 36:15,17 66:15,19 forth 4:6 39:1 found 23:22 four 9:20,23 24:23 49:1 105:10 fourth 42:24 93:16 FP 113:13 frequently 84:19 full 3:5 13:9 32:21 119:14 fully 97:1 furnish 48:4 furnished 66:14 95:8 further 119:5 120:10</p> <hr/> <p style="text-align: center;">G</p> <p>garage 110:13 general 10:4 13:1 15:17 30:12 43:5 86:9 110:19 111:17,18 generally 16:10 38:19,20 86:10 108:5 generated 63:22 generic 97:16 gentlemen 32:4 Georgia 13:7 gimbal 113:12 give 15:8 81:15 89:8 Glenn 1:17 3:8 96:19 go 12:9 16:17 19:1 19:12 24:7 34:17</p>
---	---	--	---	--

42:13 45:3 49:20 56:13,20,20 59:10 60:4 67:15 74:8 86:17 91:24 95:13 97:2 98:2 100:8 103:16 106:3 118:9 going 5:8 17:5 18:21 30:17 31:9 38:3,8 39:15 42:4 56:24 61:14 74:6,20,23 82:24 86:20 90:20 92:6 93:14 100:17 101:4,19 103:11 103:21 104:20 105:8 109:5 111:19 112:13 good 21:6 32:10 69:10 goods 32:23 33:5,7 33:10,11,12 37:15 88:11 Google 2:17,18,19 12:14 96:3 98:20 99:11 101:7,14,20 102:3 Graybar 88:2 89:17 89:19 90:10 118:19 Great 93:4 green 67:23 68:3,12 greens 68:6 Greenwich 11:20 GRIFFIN 1:20 group 61:15 Guard 48:14,15,16 guess 3:24 29:24 32:18 55:9 58:15 88:14,17 Guglielmo 1:12 120:2,22 G45 50:24 51:2,3,4 51:13 53:24 54:19	77:16 78:1,3 96:12 happen 72:6 happens 65:15 71:13 hardware 63:12 head 9:4 55:6 85:18 heading 104:22 106:19 107:11 109:6 114:13,22 headings 98:19 heads 49:19 heard 106:17 110:2 110:3 117:3 118:10,22 Heinke 31:23 held 4:17 5:7 help 13:21 hereunto 120:18 heritage 109:1 HID 107:12 109:20 high 38:24 109:19 110:21,21 highlight 13:22 highlighted 67:8 hired 69:16 history 5:4 31:10 108:8 Hoffmann 31:23 hold 5:12 41:13 holding 14:14 16:20 home 105:19 115:1 115:16 116:4 hospital 60:18 71:23 hotel 38:23 48:1 housing 73:23 Houston 9:10 hundred 8:17,18 100:16 hundreds 78:7 HY 63:12	38:8 39:20 45:1 57:5 58:24 61:20 67:5 74:12 75:3 81:21,24 82:2 83:6 83:22 84:24 85:9 87:3 91:2 92:1,12 100:21 101:23 104:2 IES 118:15 Illinois 8:14 15:3 illuminate 48:2 illumination 110:21 118:16 implication 21:5 implying 46:5,6 important 85:10 86:5 87:18 92:2 Import/Export 61:16 62:9 72:19 73:4 impractical 33:9 imprinting 33:6 imprisonment 37:23 incandescent 21:13 39:6 51:9 54:9 Include 84:2 included 91:10 including 26:7 38:22 inconsequential 7:17 incorporated 6:1,8 independent 19:9 86:15 indicate 50:9 53:19 77:3 indicated 65:23 76:1 76:16 indicates 61:4 indicating 76:23 indication 57:13 individual 42:20 industrial 42:22,23 44:11,17 47:6 69:17 90:7 113:12 115:2,17,23 industries 3:11,12 13:12,14 16:1,3,11 17:1,16,21 18:4 19:20 115:1 industry 13:1 52:8 54:5 information 97:19 initial 77:22 initially 66:17 initials 93:21 install 47:6 Instruct 27:13 instructing 30:15	intellectual 24:3,11 interest 17:22 interested 69:23 internal 64:17 74:18 internally 98:15 International 5:10 117:3,17 Internet 12:9,14 19:12,15 23:14,15 25:10 26:13 36:14 45:22 48:22 86:12 86:14 95:18 97:6 99:11 110:5 interpret 64:10 interrupting 30:12 introduction 70:14 invented 108:19 inventor 21:9,13 22:20 41:9,20,22 inventors 21:24 41:12,19 inventory 2:10,11,12 2:13,14,15,16 57:1 57:2 58:1 74:19,21 75:6,20 79:8,12,13 83:2,9,12 85:7 86:21 87:6 90:21 91:5 92:7,15 94:7 94:14 95:5 investigation 18:19 19:2 26:6,10,12 45:19 46:9 47:16 48:19 investigations 19:9 24:10 25:23 invoice 2:18,18 59:2 60:17 76:7,8 78:15 78:16,23 83:23 87:21 89:17 100:18,24 invoices 2:20 67:16 74:22 75:15 76:13 83:2 86:23 87:7,17 88:1,3,6,21 90:13 90:22 91:6 92:16 94:23 95:5 103:23 104:6,12,14 105:4 involved 104:11,12 involvement 80:13 112:10 in-house 41:1 Island 1:13,13,23 6:2,9,10 11:21 120:2,5 issue 81:13 issued 40:17 83:10 issues 81:10	item 57:24,24 58:3,6 64:19,20 66:12 67:5,9 74:4,13,15 74:17,18 79:8 84:1 87:12,13 93:15,16 items 4:10 67:11 75:14
		J		
		January 83:23 97:6 101:7,22 116:10 117:6		
		jobs 5:7		
		joining 5:5		
		joint 41:18		
		joke 102:11,12,14		
		jumps 23:5		
		jurisdictional 106:24		
		K		
		keep 30:11		
		KES 44:21		
		key 95:23		
		keyword 97:22,23		
		kind 25:16 48:19 58:1 82:10 110:4 110:19 114:4		
		kinds 11:6,8		
		know 7:10 8:8,14 9:4 14:9 25:19 33:21 35:3 36:17 46:4,4 47:10 52:11 52:11 55:6,8 60:16 62:8,23 66:21 70:8 73:5 78:20 79:2,4 85:18 88:10,12,17 88:18,19 89:4 97:1 103:17,18 105:18 106:4 107:3,21 108:8,19 111:16 117:7 118:11,17 118:20,21,22,24 119:3		
		knowledge 4:2 13:13 14:2,13 15:19 37:7 58:14 65:11 81:4 83:20 116:22 117:2 118:1		
		knowledgeable 4:9 21:21		
		known 5:9 15:9		
		knows 111:8		
		L		
		L 1:12 102:23 120:2 120:22		
		label		
H H 2:5 52:18,19 82:13 113:12 Hagerty 30:9,10 32:4,9,10 half 55:14 halogen 39:6 hand 98:5 120:18 handle 82:11 handwriting 62:22 77:18,19 98:12 102:7 handwritten 76:19	I idea 8:5 106:13 identical 37:13 identification 3:21 17:10 31:15 38:10 39:22 42:11 57:8 61:22 75:5 83:8 87:5 91:4 92:14 94:12 96:16 98:24 99:23 100:2,23 101:10,12 102:2 104:5 105:1,3,14 109:12 112:2,19 114:16 identified 37:5 115:15 identify 9:6 15:11	impractical 33:9 imprinting 33:6 imprisonment 37:23 incandescent 21:13 39:6 51:9 54:9 Include 84:2 included 91:10 including 26:7 38:22 inconsequential 7:17 incorporated 6:1,8 independent 19:9 86:15 indicate 50:9 53:19 77:3 indicated 65:23 76:1 76:16 indicates 61:4 indicating 76:23 indication 57:13 individual 42:20 industrial 42:22,23 44:11,17 47:6 69:17 90:7 113:12 115:2,17,23 industries 3:11,12 13:12,14 16:1,3,11 17:1,16,21 18:4 19:20 115:1 industry 13:1 52:8 54:5 information 97:19 initial 77:22 initially 66:17 initials 93:21 install 47:6 Instruct 27:13 instructing 30:15	intellectual 24:3,11 interest 17:22 interested 69:23 internal 64:17 74:18 internally 98:15 International 5:10 117:3,17 Internet 12:9,14 19:12,15 23:14,15 25:10 26:13 36:14 45:22 48:22 86:12 86:14 95:18 97:6 99:11 110:5 interpret 64:10 interrupting 30:12 introduction 70:14 invented 108:19 inventor 21:9,13 22:20 41:9,20,22 inventors 21:24 41:12,19 inventory 2:10,11,12 2:13,14,15,16 57:1 57:2 58:1 74:19,21 75:6,20 79:8,12,13 83:2,9,12 85:7 86:21 87:6 90:21 91:5 92:7,15 94:7 94:14 95:5 investigation 18:19 19:2 26:6,10,12 45:19 46:9 47:16 48:19 investigations 19:9 24:10 25:23 invoice 2:18,18 59:2 60:17 76:7,8 78:15 78:16,23 83:23 87:21 89:17 100:18,24 invoices 2:20 67:16 74:22 75:15 76:13 83:2 86:23 87:7,17 88:1,3,6,21 90:13 90:22 91:6 92:16 94:23 95:5 103:23 104:6,12,14 105:4 involved 104:11,12 involvement 80:13 112:10 in-house 41:1 Island 1:13,13,23 6:2,9,10 11:21 120:2,5 issue 81:13 issued 40:17 83:10 issues 81:10	item 57:24,24 58:3,6 64:19,20 66:12 67:5,9 74:4,13,15 74:17,18 79:8 84:1 87:12,13 93:15,16 items 4:10 67:11 75:14

<p>34:22 35:2,15 38:6 labeled 99:10 labels 33:7 35:16 45:24 Laboratories 5:9,12 Lakeland 89:18 lamp 20:5 21:13 45:12 50:18 51:19 51:20,21 54:5 63:14 64:21 70:5 97:16 lamps 20:23 34:2 39:6,7 40:11 43:3 50:3 51:9 62:18 69:23 80:19,21 language 84:3 lapsed 25:13 laptop 11:7 large 69:11 107:22 115:24 largest 84:24 90:17 late 20:12 28:5 29:6 31:4 54:18 latest 54:21 law 29:19,20 31:23 32:8 lawful 120:6 learn 17:21 leave 75:13 led 2:21 5:16 9:22 10:20,22,24 20:16 20:23 21:4 23:3,4 24:5 34:3 38:6,15 39:4 40:11 43:20 50:3,5,10 51:2,8 51:18 52:3,5 53:9 53:24 54:8 65:21 65:23 66:1 69:23 70:15 97:16 106:21,22 107:3,5 107:16 110:21 113:2 LEDalux 25:2 26:22 26:24 27:3,4 28:11 49:1 LEDelier 51:6 53:24 54:3 55:2 LEDison 1:5 2:9 20:1,4,7,21,22 21:8 22:13,18,24 23:12,22,24 25:2 26:23 28:7,7,16 30:2 31:7,11 33:16 33:18,24 34:1,4 38:6,16,18 39:16 40:11 49:2 50:18 50:20 51:13 53:24</p>	<p>54:3,17 55:4,10,22 55:23 56:15 57:11 57:14,21 58:7,17 58:19,21,23 59:3 59:14,16,17 60:9 60:21,23 61:24 62:18 63:1 64:21 65:6 69:9 70:5,19 71:6 72:11 73:4,11 73:12,17 74:5,7,8 74:13 75:14 76:20 77:17 79:1,2 80:2 80:23 81:3,19,22 83:10,13 84:13,16 84:21 85:1,10 86:6 87:8,14,15,19 88:23 89:13 90:18 90:19 91:8,11,12 91:14,15,18 92:2 93:1,17 97:13 102:17,22 104:11 104:15,19 105:5 110:6 LEDs 65:13 67:12 67:13,13 LED's 110:16 LED-IS-ON 22:23 LED-M50 51:16 LED-R50 54:6 left 47:23 93:15 left-hand 57:18 105:22 lengthy 89:8 lens 40:23 53:9 letter 31:22 32:2 68:21,23 69:6 70:6 70:11,13 103:1,2 letterhead 101:20 103:22 letters 81:2,5 102:19 102:22,24 let's 13:4 24:7,23 31:22 32:13 34:15 34:23 35:22 40:4 41:17 42:13,24 43:8,19 44:8,18 46:23 47:19 49:24 50:24 54:20 58:24 60:17 62:15 67:14 68:21 72:16 73:1 73:16 75:15,19,23 78:21,21 79:16 81:12 83:21 86:4 88:6 89:1,16 91:18 94:5 98:17 99:20 102:20 109:4,17 114:21 116:16</p>	<p>117:5 life 20:23 39:17 lifespan 79:24 light 20:5 21:16 22:3 22:8 23:4 32:23 34:2 44:6 47:24 51:24 65:24 97:16 108:16 Lightfair 12:20,22 116:13,14 117:3 117:17,20 lighting 1:8 2:20,22 3:15 4:4,15 5:14 5:16,16,23 6:8 7:18,21 9:21,22 10:1,6,20,22 12:23 13:1,4,9,15,18 14:3,11,12,13 15:5 16:7,12,19,22 17:2 18:6,10,15 19:18 31:12 38:23,23,24 38:24 39:7 41:1,4 41:16 42:1 43:5,17 44:9,13 49:19 50:23 51:22,23 53:12 54:13 69:18 69:24 83:2 87:24 89:2,3,12,14 92:4 92:7 97:17 103:5 106:18 107:18,21 109:7 110:12,22 113:2 20 114:12 114:23 115:9 117:21 118:10 Lighting's 6:16 105:10 111:21 112:15 lights 11:7 106:7,9 107:16 Lightshow 118:21 Lightworld 25:1 26:22 27:3 28:2 49:1 LIL 69:7,8 73:12 79:3 LIL0001-R-277V... 58:9 LIL0002 73:9 LIL0004 73:9 LIL0005 73:8 LIL001 33:23 limited 6:13 62:10 Linda 1:12 120:2,22 120:93 122,24 97:11 100:13,15 101:17 lines 20:9 36:5 37:21</p>	<p>113:15 linked 98:1 list 4:8 15:10 38:22 57:21 74:4,17 105:23 110:10 116:20,23 118:9 listed 4:9 76:22 116:21 literature 15:11 Lite-Way 44:19 Litho 2:18 100:19 Lithonia 13:4,7 LLP 1:19 LMule 103:6 lobby 38:22 48:1 local 115:4,19 located 3:10 8:18,20 8:23 9:6,10,14 11:20 13:6 14:17 15:2 locating 82:5 location 82:19 locations 82:20 86:15 log 37:3 long 4:17 9:24 20:23 35:7 39:17 look 9:5 19:12 32:19 34:23 37:1,20 38:21 39:20 58:20 62:15 75:2 76:17 77:23 83:5 87:2,16 88:6,21 91:2 105:15 111:5 112:3,8,17 116:20 117:5 looked 19:15 109:14 looking 20:14,24 62:19 64:11 72:8,9 75:7 76:7,24 79:16 87:11 looks 34:21 35:5 79:17 90:11 92:8 lot 12:9 80:15,16 107:22 lots 66:14,14 Louis 89:21 lower 76:21 LUNCH 95:10</p>	<p>81:8 82:6,18,22 maintained 7:5 75:8 major 13:3 86:14 92:5 107:17 making 36:3 malls 69:24 Management 92:4 manager 10:4 managers 115:3,18 115:23 manner 35:7 38:18 92:1 120:8 manufacture 5:15 16:21 107:14 manufactured 19:18 80:7 manufacturer 114:4 manufacturer's 12:7 manufacturing 5:21 80:6,9 110:20 March 68:22 77:7 100:9 marine 48:23 Mariner 48:7,7,8,11 48:13,17,21 mark 1:5 3:17 17:5 17:17 19:21 22:18 22:24 23:13 25:9 25:12,18 26:6 27:7 27:10 31:9,11 32:22 33:2,4,11,15 33:16,18,20 35:7 36:12 37:2,9 38:3 39:15 42:4 47:10 56:24 61:14,18 74:7,20,24 82:24 86:20 87:1 90:21 91:1 92:6,11 93:18 94:6,9 96:13 98:17 98:21 99:20,22 100:19 101:8,9,22 103:24 104:2,20 104:24,24 105:8 105:11 109:5,9 110:6 111:19,23 112:14 114:11 marked 3:21 17:7,10 31:14 35:6 38:10 39:22 42:10 57:8 57:16 61:22 75:4 83:8 87:4 91:4 92:14 94:12,24 96:15 98:24 100:2 100:23 101:12 102:1 104:5 105:3 105:12,14 109:12 112:2,16,19</p>
---	---	--	--	---

<p>112:2,16,19 114:16 market 9:19 10:5,15 10:20 11:2,13 13:8 13:14 14:15,19,23 15:4 16:12 17:2 18:16 19:24 20:3 22:12 39:12 71:9 86:17 115:15 marketed 108:16 109:24 marketing 7:8 9:24 12:2 20:11 40:7 54:17,22 62:4 71:6 86:13 marketplace 14:5 15:17 16:10 18:2,6 18:9 23:8 34:13 39:3 70:15 107:4 marks 26:22 31:16 38:7 39:19 42:7 57:6 83:4 100:21 101:24 mass 115:5,20 116:3 Master's 4:23 material 44:3 mathematics 11:9 matters 1:3 23:2 matters 4:3 67:20 McGraw 109:14 McGraw-EDIS... 1:6 3:11,15 19:16 19:21 105:18 107:11,24 108:3,5 108:9,11 109:1,7 109:18,23 110:2,7 111:16 mean 7:10 9:1 10:11 26:2 28:20 63:20 67:19 81:7 83:13 97:13 means 63:12 118:20 medium 50:19 63:15 meet 106:22 meeting 70:23 71:5 Memorial 60:18 memory 29:23 mentioned 29:16 90:12 merchandisers 116:4 merchandising 115:5,20 met 70:20 Metalux 106:12 Metropolitan 7:13 8:24 9:2</p>	<p>Mexico 89:2 Midwest 118:3 military 5:6 million 7:3 55:10,12 55:14 mine 13:17 19:19 98:13 mini 119:12,13 Missouri 89:21 mistake 37:16 65:8,9 mistaken 60:5 mistakenly 65:7 mode 86:12 model 33:22,24 35:21 45:9 46:10 46:17,21 models 7:20 45:1,1,2 45:5,13,17 molding 33:5 moment 30:1 67:14 monitors 43:13 month 3:24 70:21 100:7 monthly 102:3 months 100:9 mounting 49:18 move 109:4 movie 48:1 Mule 1:8 2:8,9,10,11 2:12,13,14,15,16 3:15 4:4,15 5:5,11 5:14,23 6:7,15 10:4 24:8,19 25:12 26:9,9 31:12,13 39:18 41:1,4,16 42:1 57:3,4 61:17 61:17 63:23 68:22 72:18 83:1,3,22 86:21,23,24 90:13 90:21,23 92:7,9,15 94:7 97:17 99:3 106:5 115:8 multiple 35:16 42:20 107:23 mutual 69:11 M-Y-S-I-S 79:14 M50 51:18,20 53:24</p> <hr/> <p style="text-align: center;">N</p> <hr/> <p>N 2:1 NAED 118:12 NAHB 117:9 name 3:5,8 11:19 13:23 14:7,10 16:22,24 20:1,4,6 20:24 21:3,6,10 23:9,16 25:20</p>	<p>29:24 30:5,8,17 31:12 35:3 41:10 45:8,9,10,10,21,22 45:24 46:2,10 50:6 62:7,8 65:21 89:8 97:15,18 106:13 named 41:12,19,20 41:22 names 13:20 26:20 30:17 46:21 105:23 106:10 national 118:12,20 118:23 natural 44:6 nature 39:9 near 37:14 NECA 118:23 needn't 32:21 needs 70:2 negotiate 69:10 NEMA 44:21 neon 39:7 net 79:18 Nevada 14:18 never 18:1,3,8,14 23:7 27:16 28:10 63:2 65:15,20 106:17 110:2 112:24 117:4 118:13 119:1 new 1:18 3:10 7:9,12 7:15,19,21 8:7,13 8:14,23 9:2 12:20 70:15 89:2 99:10 113:21,24 114:2,5 114:6 116:13 news 11:15 nine 84:2,9 normal 16:16 Northeastern 4:24 5:1 Notary 1:12 120:2 120:22 notation 78:1,3 95:16 98:5 notations 96:12 notice 2:7 3:13,16 4:1 53:16,23 noticed 92:20 noticing 109:2 nuclear-based 44:3 number 7:7 29:16 31:11 33:22,24 35:20 39:18 45:16 57:4,4,24,24 58:1 58:1,6 61:17 63:5 64:19,20 66:12</p>	<p>67:6,24 72:21,23 74:23 76:16,18,20 76:21,21 77:16 79:8 81:14 85:8 86:24 90:23 92:9 93:16 96:8 numbering 42:6 numbers 31:13 35:21 58:4 64:20 67:9 74:4,13,15,17 74:18 75:11 83:3 87:12,13 93:14 94:3 104:17 NY 1:18</p> <hr/> <p style="text-align: center;">O</p> <hr/> <p>oath 95:11 oaths 120:3 object 18:21 27:11 30:15 74:7 103:11 objecting 30:14 objection 16:14 19:6 21:17 22:4,9 23:1 29:8 30:13 45:3 49:7,15 61:7 63:4 63:7 65:2 66:23 103:7,14,16 108:18 111:7,14 observe 97:19 obtain 5:1 27:8 40:19 46:16,20 obtained 29:19 obtaining 29:21 obviously 76:24 occur 22:23 October 66:8 68:17 76:1 120:19 offer 50:4 offered 110:4 offers 109:18 office 1:1 26:1 28:15 31:7 offices 1:13 15:13 82:18 120:5 oh 12:20 17:4 68:2 98:17 99:9 okay 4:17 10:9 11:22 13:13 23:11 24:21 26:14,18 28:9 29:16 31:2 35:22 36:3 40:2,21 43:19 44:8 56:23 58:9 60:7,20 65:7,21 66:8 67:8 68:6,18 70:1 76:6 77:20 78:5,9,15 83:21 85:19 87:16 89:1</p>	<p>89:16,23 90:20 91:24 94:16 99:11 102:14 103:4 105:7 108:20 110:24 112:21 116:9,20 old 15:14 35:2 99:10 older 28:5 once 97:19 ones 86:14 92:5 93:15 94:3 104:10 104:18 one-year 84:14 ongoing 60:12 69:3 70:13 online 28:12 Oops 93:24 opened 103:5 operating 80:21,23 opinion 27:6,8,17,19 28:1,4,10 29:7,14 30:2,6 31:3 32:5 46:16 opinions 27:5 46:20 opportunity 6:21 option 43:10,12 order 55:7 59:14 62:18 63:11,22 64:24 65:6 66:11 66:15,19,22 67:5 68:7,17 69:11,13 69:14 70:8 72:4,10 72:21 73:3 75:24 76:2,9,15 77:1,6 77:11 78:6 79:18 89:7 117:6 orders 2:10 61:15,23 75:6 83:10 86:9,13 89:11 95:4 ordinary 75:9 86:8 organizations 115:24 original 67:16 71:5 119:10,11 120:13 120:14 originally 21:3 originate 86:11 originated 41:6,8 originates 48:12 Ostrager 1:16,17 2:3 3:7,8,9 6:20 7:1 9:2,8,16 10:12 16:17 17:5 18:12 18:24 21:18 25:7 26:4 27:14,22 28:23 29:9 30:19 30:24 31:9 34:11</p>
---	---	--	---	--

34:19 36:23 37:4 38:3 39:15 42:3 49:8,20 55:16 56:1 56:8,10,13,23 59:24 60:7 61:14 63:8 67:1 71:2 74:20 77:10 79:20 82:24 85:13 86:2 86:20 89:10 90:20 92:6 93:4,6,18,21 93:23 94:5,21 95:2 96:17,23 98:17 99:15,20 100:17 101:4,19 103:14 103:21 104:20 105:7 108:3 109:4 111:19 112:13 114:8,11 119:4,11 outdoor 109:20 110:20 overall 10:10,18,23 oversight 54:1,2 80:8 overture 2:16,17,17 12:15 95:16,17,19 95:21 96:2 97:5,21 98:20 99:8,11,16 99:21 100:3,8,11 100:13 owned 17:22 owner 36:11 owners 6:3 69:16 O'Brien 1:19 6:17 6:23 10:11 16:14 18:21 19:1,5 21:17 22:4,9 23:1 26:2 27:11 28:20 29:8 29:11,23 30:11,21 34:14 37:1 45:3 49:7,15 53:4 55:8 56:3,12,19 58:13 60:3 61:7 63:4,7 65:2 66:2,23 74:6 88:16 93:2 94:23 96:19 99:18,19 103:7,11,15 108:18 111:7,14 114:7 119:7,13 O'Brien's 32:11	31:22 32:13 33:14 33:23 34:15 35:22 38:21 40:10 42:9 42:24 43:8,19,23 44:8,13 45:15 46:23 47:19 48:7 49:16 50:1,2,16 54:23 57:19 58:18 58:24 60:17 62:15 62:19 67:24 68:21 69:1 72:16,22 73:1 73:7,16,21,21 75:13,24 76:6,16 76:19,22 77:12 78:2,22 83:21 86:4 87:11,21 89:1 93:10 102:4 105:10,19,21 106:19 107:10 109:3,18 110:9 112:15 113:13,13 113:13,14,22 114:13 118:9 pages 2:8,9,20,21,21 2:22 39:24 40:4,5 40:6 42:7,8,14,15 57:9 88:1,3 105:11 105:16 109:7,15 111:22 112:4,16 113:1,7,9,14 114:13,14,17,19 114:21 116:24 paid 86:3 paragraph 32:14,21 33:4 37:6 69:6 Pardon 17:13 PARK 1:17 parking 110:13 parse 66:1 part 6:18 22:5 35:20 69:18 75:20 93:2 102:4 participate 115:12 115:13 118:18 participates 114:24 particular 32:8 35:9 40:6,13 46:2 59:12 67:18 89:22 91:22 100:6 particularly 86:7 parties 120:16 parts 6:11 57:16 104:16 part-time 5:7 patent 1:1 2:8 3:14 26:1 28:15 31:6 40:12	patented 40:11 patents 22:6 24:5 29:17,19,21 40:15 40:17,18,19,22 41:7,12,19 pathway 110:23 pathways 110:13 PAUSE 40:1 112:9 112:20 pay 85:24 paying 77:14 payment 72:20,21 77:11 PC 1:16 pending 66:4 people 12:14 62:24 96:4 percent 6:4 8:3 10:14,19 11:10 59:22 percentage 7:11 8:3 10:17,22 percentages 10:9 perception 16:19 performance 109:19 period 7:5 59:22 80:20 85:12 86:22 95:6 99:4,17 100:4 101:6,21 104:23 periodic 11:15 person 37:7,15 personally 25:6,21 28:21,22 118:15 PERUSING 114:18 Peter 30:9,10,20 32:4 petition 2:7 17:6,24 18:18 19:4 108:21 Petitioner 1:6,12,16 98:23 120:4 Petitioner's 2:6 3:17 3:20 17:6,9 31:10 31:14 38:4,9 39:16 39:21 42:4,10 49:24 56:24 57:7 61:15,21 75:1,4 83:1,7 86:21 87:4 90:21 91:3 92:7,13 94:6,11 96:13,15 98:18 99:21 100:1 100:20,22 101:8 101:11,23 102:1 103:24 104:4,21 105:2,8,13 109:5 109:11 111:20,23 112:1,14,18 114:12,15 120:14	Phenix 1:13,23 120:5 Philadelphia 60:13 phonetic 5:9 14:17 pick 94:16 picture 34:4 pieces 77:24 78:2 84:2,9 place 33:18 47:7 70:24 placed 33:13,20 35:17 59:14 66:19 places 47:24 placing 33:5,9 plan 116:17 plans 116:18 plant 115:3,17,23 plates 49:18 please 3:5 4:21 74:11 112:3 plugged 97:20 plus 5:20 20:23 PO 76:20 77:16,20 poles 110:13 policies 84:16 policy 25:23 26:5,9 72:1 84:12 pop 96:5 pops 97:14 portfolio 24:3 portion 22:24 63:11 position 4:17 5:12 52:21 possible 116:5 potential 69:13 70:12 71:12 power-of-attorney 34:16 PO54172 78:16 practice 44:24 62:24 71:17 predate 55:2 predates 10:3 76:9 prepared 92:22 prepped 12:21 present 4:19 5:18 18:14 20:10 34:13 56:16 62:8 91:19 95:6 101:22 116:10 presentation 65:20 presentations 117:19 presented 25:20 preserve 30:22 president 4:16 36:6 pretty 6:12 13:9,15	15:15 92:22 previous 120:6 pre-dated 70:6 price 79:17,18,22 primarily 11:3 42:22 principal 62:13 84:21 88:12 print 23:20 56:14 99:10 100:7 printed 38:5 42:5 55:1 101:1,2 105:9 109:8 printer 99:10 100:24 printing 12:4 99:3,7 99:8 printout 38:11 56:5 111:20 112:14 prior 5:4 24:8 28:7,9 59:21 70:11 76:3 76:15 100:9 109:21,24 110:2 private 5:23,24 45:24 privilege 30:14,23 37:2,3 probably 7:14,23 9:12 17:24 42:19 46:13 71:23,24 76:10 89:7 92:20 108:4 113:18 problem 81:13 82:8 84:9 103:4,10 Procedure 120:13 proceeded 71:5 proceeding 4:3 102:10,12 proceedings 3:14 proceeds 37:6,13 produce 37:11 53:4 56:22 60:6 94:23 95:3,4 produced 15:9 56:3 56:4,11,12,14,20 60:3,5 93:6 94:7 95:14 98:19 producing 96:20 product 7:8 9:18,20 10:10 11:16,17 18:2,6,8,10,15 19:24 20:3,18 21:1 23:8 34:5,13 35:14 40:7 42:18 43:14 43:15,15 44:1,2 45:2,14 46:1 55:23 61:3 62:4 65:18 67:16 70:1,4 71:8 71:9 73:20,22,24
<hr/> P <hr/> P 1:11 3:2 36:5 120:3 pack 113:13 packaging 34:7,12 35:10 50:14 page 2:2,6 4:6,7				

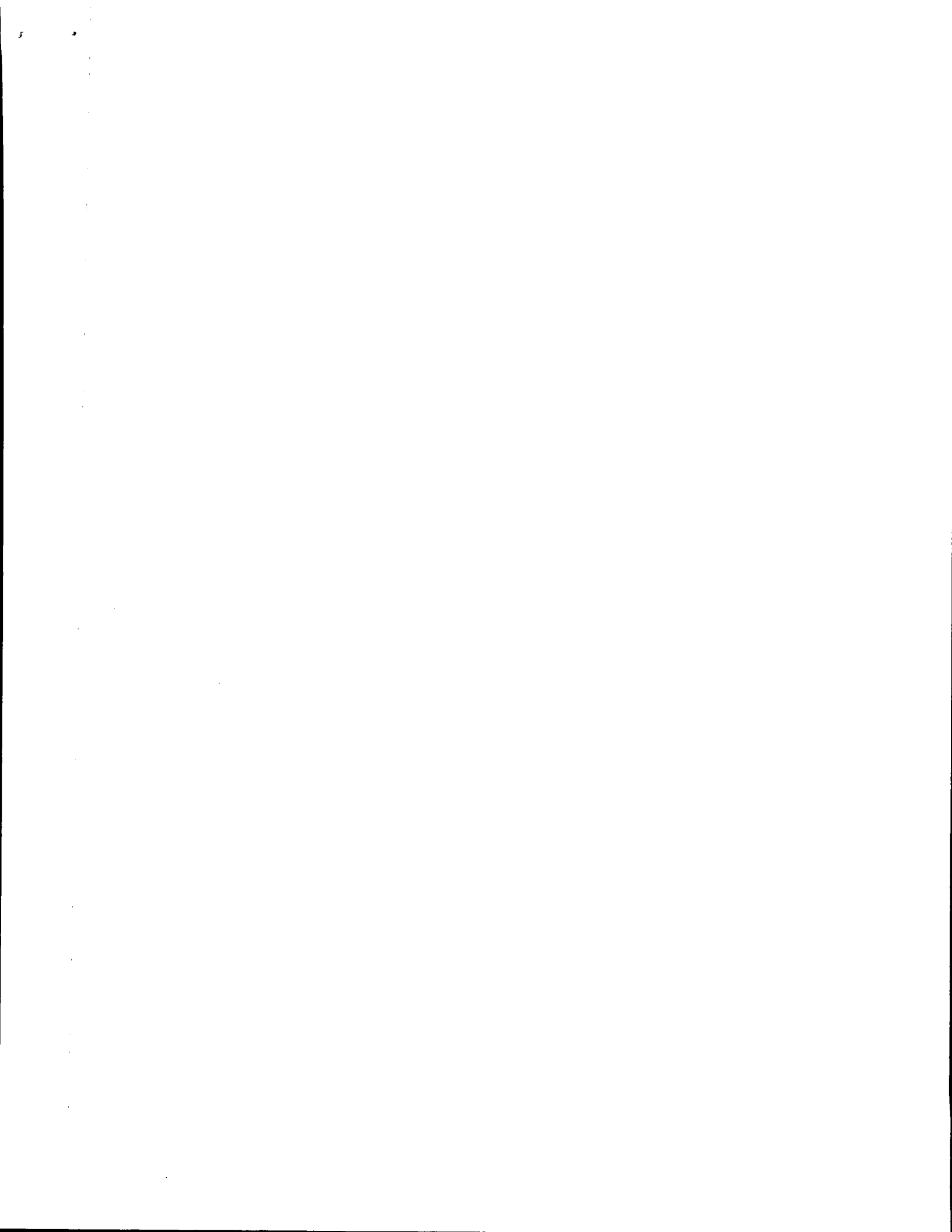
<p>74:1 77:14 78:22 78:23,23 81:10,12 81:15 82:10 83:13 83:14 85:11,17,19 86:13,18 87:14,19 91:8,12,17,22 97:10,11,24 100:13 101:17 106:6 107:2,7 110:10 111:21 114:6,7 production 9:8,16 34:11 36:23 56:1 60:1 71:2 77:10 83:3 89:11 94:22 99:13 104:19 products 5:16 6:12 9:23 10:20,23,24 11:13 12:21,23 13:10,15 16:12,22 17:3 19:14,18 20:3 20:11 33:21 39:3 42:15,17,21 43:11 43:21 44:10,14,15 47:21,22 48:9 49:17 50:2 58:4 73:8 81:6,11 88:10 97:17 98:1 100:15 106:1,4,12 109:24 110:4,14,20 111:1 111:4,11 113:6,10 113:15,24 114:2 progress 36:3 project 104:17 projects 104:7 promoting 23:4 property 24:3,10,11 proprietor 17:17 provide 95:22 101:8 104:1 105:12 provided 30:6 32:5 Providence 82:17,18 82:23 proviso 94:18 public 1:12 5:23 11:14,19,23 48:2 50:23 104:6 120:2 publication 54:21,24 PUBLIC/RPR-R... 120:22 pulled 104:18 punishable 37:22 purchase 2:10 61:15 61:23 62:18 63:11 63:22 66:15,19,21 67:5 68:16 72:21 73:3 75:6,24 76:2</p>	<p>76:9,15 77:6 82:10 83:9 89:7,11 95:4 purchased 77:4 purchases 34:3 pursuant 3:13 4:1 120:13 put 35:13 37:3 53:17 80:18 93:21 95:23 96:4 114:9 P.M 95:10 119:15</p> <hr/> <p style="text-align: center;">Q</p> <p>qualified 120:3 quality 80:5,13 81:10 quantities 59:10 quantity 60:24 80:17,18 question 16:18 19:3 20:8 21:19 25:10 29:2 30:16 34:18 49:9 58:15 66:3,4 67:2 74:11 75:19 77:12 80:12 86:1 111:9 117:1 questions 119:5,8 quickly 33:22</p> <hr/> <p style="text-align: center;">R</p> <p>R 32:4 radius 44:19 46:8,10 46:18 range 13:9 98:1 109:19 ranging 99:5 Rankin 2:19,20 103:23 104:9,22 rapid 69:7 rating 114:4 read 17:15 36:4,4 106:20 108:22 109:17 reading 113:22 reads 107:11 really 94:19 reason 8:8 84:10 92:24 recall 12:19 16:3 23:18 30:1,5 33:20 47:14 59:12 70:22 72:8,15 receivable 82:7 receive 27:5,17,19 28:4,10 29:7,14 31:2 68:6 81:2,5 received 17:24 18:18 27:16 28:1 30:2</p>	<p>65:17 66:18 68:8 68:10 75:20 76:3 81:22 110:1 receiving 86:13 RECESS 49:23 95:10 recessed 44:20 51:24 54:13 113:12 recognize 32:16 35:23 38:11 64:20 109:14,16 recollection 20:10 23:6 25:15 26:19 33:1 60:8 72:13 record 3:5 6:17,18 16:15 44:18 49:21 49:22 70:23 94:2 95:9 97:2,3 106:20 109:17 120:11 records 20:14 27:20 36:20 77:20 red 62:19 63:17,19 64:6,22 65:1,6 67:12,21,22,23 68:3,12,19 73:17 redistribute 12:8 reds 68:6 refer 65:18 68:2 73:10,11 83:16 85:8 91:14 98:15 reference 23:22 57:21 73:7 84:20 102:6,9 104:18 110:7 referring 27:21 32:23 57:19 63:10 69:12 70:7 76:18 77:12 92:18 93:11 116:23 refers 73:12 84:5 117:7 reflect 8:6 9:13 15:19 36:20 42:9 46:14 47:15 53:17 55:21 60:21 64:2 67:21 70:13 78:16 81:18 83:17,19 84:15 85:4 87:8,13 87:14,15 89:5 91:7 91:21 100:12 reflected 7:12 61:6 67:17 95:5 reflects 77:11 83:12 91:11 97:4 99:1 refresh 32:24 regard 4:5 84:12 regarding 4:2,9 25:5</p>	<p>26:21 28:2 46:20 70:14,18 80:6 register 31:7 registered 36:12 49:10 Registrant 1:9,19 registration 1:3 25:24 relate 42:14 104:15 105:5 relating 25:17 26:15 relations 11:14,19 11:23 104:6 relationship 60:12 release 11:18 releases 11:16 relevant 45:15 remainder 76:12 remote 49:18 renewed 25:13 repeat 74:11 replace 51:8 63:13 81:15 replacement 11:6 84:14 replacements 81:23 84:2 replaces 51:18 replacing 84:11 report 2:10,11,12,13 2:14,15,16,17 56:17 57:2 75:6,7 83:9 91:5 92:15,17 92:19 93:9 94:9,14 101:6 reporter 3:4 31:16 38:7 39:19 42:7 57:6 61:18 74:24 83:4 87:1 90:24 92:10 94:9 98:21 99:22 100:21 101:9,24 104:2,24 105:12 109:9 119:9 Reporters 1:13,22 120:5 reports 2:16 57:1,1 85:7 87:6 95:6 represent 10:10,18 10:23 11:10 43:9 58:11 66:11 72:20 75:17 77:24 78:24 representation 32:19 representative 4:5 33:15 43:21 representing 78:17</p>	<p>represents 40:3 57:10,14 58:7,17 62:17 79:2 94:13 101:13 reps 12:7 86:15 Req 66:5 request 9:8 12:6 34:11 36:23 56:1 56:10,17 64:14 66:6 75:1 77:10 87:2 89:10 91:1 92:11 95:3 requested 66:7 Requests 12:8 Required 66:7 research 41:1 resemblance 37:14 residential 39:11,13 43:6 51:10,14 52:1 52:9 53:14 54:14 115:1,16 116:4 respect 19:5 22:19 60:9 61:3 84:16 85:10 86:6 87:19 respectively 55:17 respects 115:11 response 69:7 responsibility 24:9 24:14,16 responsible 82:11 rest 116:2 result 37:11 results 23:20,21 retail 115:5,20 118:7 119:2 retained 120:14 return 81:14 returns 81:10,21 82:12 reverify 92:22 review 4:7 6:21 31:19 42:8 49:4 96:6 reviewed 4:12 17:12 17:14,15 108:23 Rhode 1:12,13,23 6:2,9,10 11:21 120:2,5 right 9:1 30:22 35:18 37:8 44:3 45:19 46:9,17 47:9 48:3,20 51:16 58:12 64:19 72:3 72:14 76:10,19 79:16 92:20 98:2 103:20 112:7 rights 24:11,11</p>
--	--	--	---	--

<p>41:15 53:20 right-hand 98:4 110:9 rigid 106:22 ROAD 1:20 Robert 1:11 2:2 3:2 3:6 36:5 52:18,19 82:13 120:3 room 47:9 Rooms-East 117:13 Royal 60:13 75:16 76:7 77:3 83:23 84:20 85:16,17 RPR-RMR 1:12 RT 44:20 Rule 120:13 Rules 120:13 run 57:2 80:19 92:18 runoff 35:15 R-o-y-a-l 60:13 R50 54:9,10,11 R63 54:6,9,10,11</p> <hr/> <p style="text-align: center;">S</p> <p>S 2:5 sale 33:10 56:16 57:14 59:12 60:21 75:18 113:20,24 114:2 sales 7:11,12,15 8:3 8:3,7,14 10:10,18 10:23 11:11 52:22 55:4,22 56:6,15 57:11,14 59:15 61:5 66:13 75:17 77:2 83:12,17,19 87:8,15 88:22 89:13 90:9,15 91:7 91:11,21 92:21 93:1 94:19 salida 48:6 sample 61:4,6 69:8 71:10 75:17 80:15 80:16 samples 61:9,11 66:14,18 68:8,10 69:7 71:11,14,16 71:17 75:21 76:3 76:10 77:4 78:10 78:13,18 savers 47:20 saving 20:24 saying 7:16,16 16:3 says 32:22 58:3 62:19 63:12 77:16 77:17 78:2 107:21 schedule 58:3</p>	<p>SD 48:8 search 23:14,15,16 23:18,20 25:4,10 25:16,17,20 26:13 26:15 28:14,15 29:5 36:15,15,17 36:21,24 37:11 45:22 46:12 48:22 77:8,22 95:24 96:4 110:5 searches 26:18,21 27:2 see 3:23 8:9 10:5 13:4,21 19:12 24:23 32:2,4,13,14 32:21 35:11 38:1 38:14,15,21 40:4 41:17 42:24 43:8 44:8 45:10,16,22 46:23 47:24 50:5 54:6,20 62:20 63:12 64:9,19 68:2 68:2,23 71:12 73:7 73:17,17 76:6 78:19 81:12 84:19 84:19 86:4 87:21 93:7 98:17 102:20 104:16 105:22 106:19 107:10 110:6 115:5 116:16 seeing 34:21 seen 3:18 16:5,7 17:8,11 18:5,8 31:18,20 106:11 106:12 107:20,24 112:4,24 113:1 114:19 select 47:13 50:5 80:18 selected 22:12 selection 22:16 Self-Diagnostics 43:9 self-generated 44:7 self-luminous 44:5,6 sell 7:21 8:9,10,11 14:3 16:21 55:10 55:14,19 85:17,19 88:10 90:5 107:5 107:13,15 110:14 111:4 114:6 115:15 116:3 selling 55:23 sells 113:19 send 12:10 61:11,12 71:10 80:2 81:14</p>	<p>sent 81:23 September 1:14 42:6 109:8 120:5 series 2:9 34:1 38:7 38:16 39:17 40:11 42:19,21 43:1,2,17 43:23 44:19,19,19 44:20,20,20,20,21 44:21,21 45:8,10 45:14,16,17,20 46:8,10,17,21,24 46:24 47:11,17 48:7,8,8,11,13,17 48:20 50:20,24 51:6,16 52:3 53:8 54:6,17,19,23 56:16 57:15 58:7 58:21 59:17 60:10 60:22 62:1 70:19 71:6 72:11 74:5,8 74:14 80:3,23 81:19 83:14 84:13 84:17,21 85:1,11 86:6 87:9,19 88:23 89:13 90:18 91:8 91:13,15 113:12 serve 115:1 service 69:15 71:22 88:15,20 90:6 95:21 services 2:17 85:14 85:20 88:4 95:21 99:17 set 4:6 72:1 99:18 120:8,18 seven 114:14 Shanghai 41:10,15 41:24 61:16,24 62:6,9,13 68:12,22 70:17,21 72:18 73:3 75:21 76:2,20 78:6,13,16 shape 40:23 shaped 53:9 share 102:19 she'll 31:17 shipment 59:5,6,7,9 shipped 33:8 35:17 60:24 shipping 84:9 shopping 69:24 short 21:1 97:24 shorthand 120:10 show 3:16 12:21 17:7 31:17 43:20 63:3,5 92:11 94:9 96:11 98:22 99:23</p>	<p>100:17 101:4,9,19 103:21 105:1 109:10 118:1,12 119:1 showed 71:8 showing 33:14 34:12 35:9 shown 34:3 35:3 47:21 50:2 59:17 73:20 74:10 104:14 108:20 111:2,5,11 113:6 shows 12:16 15:23 16:2 43:23 44:13 47:19 48:7 49:16 50:16 86:11 107:19,20 108:1 113:17 114:24 115:12,13 116:7,9 116:17,21,23,24 117:2,5 118:17 sign 42:14,18 43:15 43:21 signage 9:22 10:15 10:18 113:21 signals 2:21 106:21 106:22 107:3,5 signature 36:1 69:1 120:16 signs 5:16 7:18,21 14:4,20 15:5 43:20 43:24 44:9 48:4 106:7,10 113:3 similar 13:20 25:9 46:11 47:8 92:1 96:3 similarity 102:16 sir 4:1,12,14,21 5:14 16:18 17:5 18:16 19:24 20:15 24:2 24:16,24 25:22 28:18 30:1 32:20 32:21 33:24 34:23 36:1,9,13 38:1,3 38:12 41:20 42:3 44:22 45:6 47:13 48:24 54:2,16 56:24 57:9 63:9,16 63:22 65:5 66:9,22 67:1 69:1 71:19 74:12,20 75:9 76:13 80:12 82:24 83:11 84:19 87:2 88:18 91:1 92:11 92:17 93:9,13 94:5 95:11 98:22 100:11,17 101:5</p>	<p>102:14 103:4,21 105:8,15 108:20 108:20,22 109:4 109:13 111:9,19 112:13 114:17 115:6 116:6 119:4 site 100:8 105:18 sitting 72:13 six 102:20 size 78:5 119:14 SKU 58:1 Smartest 43:8 Society 118:16 socket 50:19 63:15 sold 48:13,15 70:18 77:4 81:12 116:5 118:19 sole 62:3 solely 104:15 somebody 48:23 61:9 103:4 son 52:20 82:14 86:17 son-in-law 32:9 soon 105:16 sorry 76:11 sought 36:12 source 62:3 South 1:20 117:24 so-called 51:2,18 Spanish 48:5 sparse 15:15 specific 20:13 38:22 39:13 97:10 114:5 116:18 specifically 7:22 16:20 84:18 97:10 97:12 specification 48:14 specimen 33:14 34:12 35:9 SPECS 117:11 speculation 103:8,12 111:8,15 spend 11:22 Spring-Twister 43:1 43:2 St 89:21 stairways 48:2 stamp 31:13 35:13 39:18 57:3,4 61:17 72:22 73:7 74:23 86:23 90:23 stamped 96:20 stamping 33:6 stand 76:22 standard 47:7</p>
--	---	---	--	---

<p>standards 106:23 standby 5:20 stands 118:12 start 20:11 50:8 54:16 72:11 started 50:7 54:22 55:23 78:7 starts 40:10 state 1:12 3:4 8:15 103:15 120:2 statement 32:14 36:13 37:10 84:1 100:7 statements 2:17 37:21 99:16,21 states 1:1 8:19 26:1 36:6 69:6 71:7 107:1 stay 8:12 step 38:24 47:24 stipulations 16:16 stopped 35:19 stories 11:16 Street 118:5 strictly 35:20 strike 27:8 54:10 75:7 style 35:2 51:5 styles 45:12 stylized 23:3 65:20 subject 4:6,8 40:22 41:7 submitted 11:17 submitting 32:1 subsequent 65:9 subsidiary 13:16 14:7 16:23 substance 30:18 suburb 8:11,12 successor 108:11 suggest 22:19 suitable 70:2 summarize 56:5 summary 56:15 99:2 102:4 supplied 76:11 114:3 supplier 62:3,13 suppliers 45:23 62:11 111:1,12 Supply 60:13 75:16 76:8 83:24 84:20 supports 114:24 supposed 80:10 sure 8:2 9:1 14:6 15:7,24 16:17 17:4 20:22 21:22 31:8 34:14,19 42:2</p>	<p>48:22 51:15 53:15 55:20 56:9 59:19 59:22 66:13,16 67:3 70:7 71:1 81:7 86:2 92:23 100:16 105:20 113:18 117:23 Sure-Lights 106:6 Sure-Lites 106:5 survey 15:16 SWEE 117:24 sworn 3:3 120:7,7 system 79:14 systems 11:7</p> <hr/> <p style="text-align: center;">T</p> <hr/> <p>T 2:5 tags 33:7 take 19:12 32:19,19 34:23 39:20,23 45:10 62:15 75:2 76:17 83:5 87:2 88:6 91:2 112:3,8 112:17 taken 1:11 120:4,10 talk 19:9,20 91:18 talked 77:21 talking 11:5 25:20 26:9 70:9 technology 40:13,22 41:6,9,16,24 42:2 telephone 86:19 tell 7:22 20:20 31:19 39:3 40:3 41:6 42:9 43:1 44:4 46:24 48:11 49:16 54:16,22 55:3 57:9 62:16 67:16 69:14 69:21 71:4 72:17 73:1 75:2,16 80:3 83:6 85:7,9 87:17 88:22 89:18 90:14 94:13 95:16 96:23 97:4 98:4,12 99:1 101:13 105:16 106:3 112:3 113:10 116:21 ten 42:19 80:1 term 44:3 52:8 110:19 terms 59:4 102:17 102:21 test 80:10,19,22 tested 80:11 testified 23:6 30:1 78:9 109:13 120:8 testifies 3:3</p>	<p>testify 4:2,5 48:24 120:7 testimony 18:1,16 28:9 66:17 104:14 120:12 testing 80:15,16 Texas 9:11 text 109:17 114:23 115:16 thank 35:22 69:6 78:21 91:20 94:5 105:7 119:4 theatre 48:1 theirs 16:4 theory 96:7 thereon 33:6 thereto 37:14 thing 3:16 23:5 58:2 things 11:8,18 22:7 48:18 97:18 104:13 119:2 think 5:22 12:17 13:4 18:7,13,17 20:8 22:6 29:13 40:8 41:17 44:2 53:4 60:3,4 61:8 64:4 66:3,23 67:7 78:15 90:12 94:19 102:12,14,16 104:10 thinking 14:8 44:7 third 32:13,21 67:22 67:24 93:15 105:21 107:10 Thomas 2:19,20 21:10,12,15,21,23 98:10,14 102:6,11 103:22 104:9,22 108:12,14,16 thought 22:22 36:14 thousands 22:6 59:11 78:8 three 5:10 9:20,22 29:18 37:21 42:15 67:11 114:21 116:24 time 3:24 5:17 7:5 21:4 24:7 31:5 39:23 50:15 59:22 65:10 68:9 70:2 78:17 85:12 109:2 tip 53:10 TM 53:17,17,23 today 3:13 17:19,20 24:14 93:3 94:7,23 95:14 96:20 98:19 109:21,24</p>	<p>top 9:4 55:6 85:18 92:19 98:4 107:21 top-right 98:5 total 42:6 79:20 TRA 2:17 11:20 98:20 99:10,12 track 80:19 trade 12:16,21 15:23 16:2 22:12 72:19 86:11 107:19,20 107:24 113:17 114:24 115:12,13 116:6,9,17,20,22 116:23 117:2,5 118:1,12,17 119:1 trademark 1:1,1,3 17:23 20:21 23:11 25:4,17 26:1,16 27:9 28:2 31:6,7 32:1,15,17,20 45:18 53:18,20 trademarks 24:4,21 24:22,24 25:5,24 31:24 49:1,5,10,12 49:13 54:4 traffic 2:21 106:21 106:22,23 107:3,5 112:6,11 transaction 60:9 61:2 transactions 81:18 81:24 transcribed 120:11 transcript 6:22 120:9 transcripts 120:13 transfer 72:18 77:7 translates 58:18 transportation 115:4,19 treasurer 5:13 TRIAL 1:1 tried 71:11 96:24 troublesome 103:18 true 76:12 120:11 truth 120:7,7,8 try 56:22 77:9 trying 64:4,10 74:12 turn 4:7 31:22 32:13 34:15 35:22 39:23 42:24 43:8,19 44:8 46:23 47:19 49:24 50:1,24 57:9 58:24 60:17 67:14 68:21 72:16 73:1,7,16 75:15,23 78:21,22 79:16 83:21 86:4</p>	<p>89:1,16 105:21 106:19 107:10 114:17,21 two 9:21 10:13 13:16 14:9 25:14 27:24 29:18 40:16 41:7,12 45:21 47:21 61:1,13 67:22 85:1 92:5 95:8 113:14 two-page 38:4 101:5 Tyco 5:9,9,12 6:6 10:4 24:7 type 5:14 11:5 12:1 12:2,12,21 23:15 36:17,21 45:7,10 45:14,18 47:16 52:5,7 53:12 63:12 64:5,6,15 71:20 79:11 80:5,12,16 88:7,10 89:2,6,18 90:2 95:21 99:4 107:13,14,15 117:19 types 12:23 17:2 45:7 50:16 53:13 71:10 88:11 typical 59:4,6,7,9 61:2 78:5 typically 61:12 typing 23:16 T-h-o-s 98:7,8</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>Uh-huh 11:12 16:13 84:6 110:11 ultimately 70:18 umbrella 107:23 unbelievably 82:5 underneath 38:14 understand 17:1 37:20 53:19 58:15 84:4 85:23 90:1 95:11 111:9 understanding 21:15 22:11 83:11 87:12 100:11 understands 16:10 unit 79:19 United 1:1 8:19 26:1 71:6 107:1 units 113:2 University 4:24 5:2 Unregistered 49:13 unrelated 104:13 Upper 118:3 UPS 11:7</p>
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<p>Upwards 80:1 use 20:6 23:3 25:24 26:6 27:10 33:6,15 37:8 38:18 39:4 40:6,9 43:18 44:24 45:19,24 46:9,17 48:20 50:9 51:10 63:1,3,5 69:10,23 79:11 88:13 91:18 user 8:10 users 90:7 uses 44:2 50:18 92:12 USPTO 28:13 usually 12:6 utilities 115:3,18 utility 116:5 U.S 5:6 6:13 31:6 40:12,17,18 70:15 71:9 90:1</p>	<p>29:24 30:11,12,21 34:19 55:9 56:21 66:1 88:16 93:18 119:9 wanted 64:5 81:21 warehouses 82:22 warranty 84:2,12,16 wasn't 17:18 29:22 113:22 Watts 31:23 way 6:23 12:9 35:4 81:24 ways 45:21 weatherproofed 73:17 74:3 web 2:20,21,21,22 2:22 40:5 42:9 105:10 112:5,15 114:12 website 2:8,9 12:9 38:5,12 42:6 98:2 98:3 109:8,14 111:21 112:22 weeks 35:8 went 19:15 33:22 35:20 45:15 78:8 104:17 weren't 77:3 West 117:24 118:21 we'll 3:17 17:7 21:2 37:2 56:13,20,22 56:23 69:10 87:2 90:24 91:1,18 92:10 94:21 95:2 96:13 99:22 100:19 101:22 103:24 104:1,23 105:11 111:22 112:17 114:11 we're 3:9,12 5:20 16:15 23:4 36:3 54:4 64:11 76:7 84:10 96:1,19 112:13 we've 38:5 48:15 60:3 116:5 118:19 WHEREOF 120:18 white 67:13 68:10 Wholesale 87:20 88:7,8,21 wholesaler 59:3 71:22 89:9,20 wholesalers 10:7,16 10:21 11:3 wholesaling 90:3 willful 37:21 wire 72:18 77:7</p>	<p>witness 1:11 2:2 3:6 17:13 18:10 25:6 26:7 28:22 34:17 55:15 56:7 63:20 67:19 79:19 85:12 86:1 93:7,20,22,24 95:1,7 108:2 109:22 114:18 120:4,6,12,16,18 word 48:6 63:14 64:7,9 66:1 words 48:5 63:16 64:12 71:21 95:23 96:5 97:20 100:9 work 29:20 41:17 62:6,11 95:19 worked 5:10 working 5:8 11:23 16:15 25:17 32:7 world 6:11 worth 55:10,19 wouldn't 21:6 35:11 70:10 116:19 writing 27:16 64:2,3 64:3 78:4 93:20 written 29:7 70:10 wrong 84:9 93:24</p>	<p style="text-align: center;">Z</p> <p>zero 7:14</p> <hr/> <p style="text-align: center;">\$</p> <p>\$1 55:10,12 \$23.50 79:23 \$250,000 55:19 \$4,000 90:11 \$5,000 89:15 \$50,000 11:24 \$992.34 79:21</p> <hr/> <p style="text-align: center;">0</p> <p>000137 31:13 00032 2:9 39:18 00036 2:9 39:18 00144 32:13 00145 34:15 00149 31:13 00152 57:4 00156 57:5 00157 2:11 74:23 00159 76:6 78:22 79:17 00163 74:23 00164 2:12 83:3 00171 83:22 00180 86:4 00181 83:4 00182 2:13 86:24 87:11 00186 89:1 00191 89:16 00195 90:14 00205 86:24 00206 2:14 90:24 00223 90:24 00224 2:15 92:9 00240 92:10 00241 2:10 63:5 66:5 00243 72:16 00253 73:16 00265 61:18 01 101:7 02 101:2,3,21 0241 61:17 02920 1:23 03 92:21,23 97:6 100:5 101:7 104:23 105:4 116:10 04 93:1 94:8 100:5,9 101:22 104:23 105:4 117:6 06002 1:20</p>	<p>1 2:7 3:18,20 69:6 72:22 109:18 110:9 114:13 1:32 119:15 10 2:12 83:1,7,21 10,000 12:11 100 2:17,18 6:4 59:22 101 2:18 10177-0899 1:18 102 2:19 104 2:19 105 2:20,20 109 2:21 11 2:13 86:21 87:4 92:1 11-30-03 92:18 112 2:21,22 114 2:22 115 1:13,23 120:5 12 2:14 24:20 90:21 91:3 12-17-02 100:18 12-31-01 86:22 12:10 95:10 12:50 95:10 13 2:15 92:7,13 93:11 94:16 120:23 14 2:16 42:6,8 73:6 94:6,11,24 142 31:22 145 35:22 146 34:24 35:1,1 148 33:14 15 2:16 96:14,15 98:4 15,000 88:24 152 57:19 153 58:24 155 60:17 68:1 16 2:17 98:18,18,23 109:7 163 2:11 17 2:7,17 99:22 100:1 18 2:18 77:7 100:20 100:22 181 2:12 183 87:22 184 87:22 185 87:22 186 88:2 189 88:2 19 2:18 101:8,11 102:5 191 88:4</p>
<p style="text-align: center;">V</p> <p>value 90:9 variant 23:24 variations 45:12 various 11:17 16:1 39:5,8 44:13,14,24 47:17 49:5 52:14 52:24 53:13 58:3 71:12 105:23 106:24 107:19 113:7,17 116:22 117:5 vendor 64:18 99:5 verbal 27:17 29:14 30:2,6 31:3 32:5 verbatim 17:15 versatile 109:19 viewer 97:19 Vista 23:19 voltage 45:11 84:10 volume 6:15 7:6,11 10:18 11:11 55:4 55:22 Voss 87:24 89:1,3,12 89:14 92:4 vs 1:7</p>	<p>whereof 120:18 white 67:13 68:10 Wholesale 87:20 88:7,8,21 wholesaler 59:3 71:22 89:9,20 wholesalers 10:7,16 10:21 11:3 wholesaling 90:3 willful 37:21 wire 72:18 77:7</p>	<p style="text-align: center;">X</p> <p>X 2:1,5 44:21 XL 44:4 XLA1 113:13 XPAB 113:14</p> <hr/> <p style="text-align: center;">Y</p> <p>yeah 14:12 32:18 62:7 96:7 102:13 103:3 year 7:3,4 11:23,24 12:10 27:23 55:1 55:16 56:7,8 70:21 73:6 83:9,10 84:23 87:6,7 90:22 91:5 91:6 92:8,9,16 94:15 95:8,15 96:13 97:7 101:15 103:24 years 5:11 7:7 10:13 25:14 27:24 35:12 80:1,21,24 85:2 York 1:18 3:10 7:9 7:12,15,19,21 8:7 8:13,14,23 9:2 12:20 113:21,24 114:3,5,6 116:13 Yu 68:23 69:4 70:14 Yup 49:14</p>	<p style="text-align: center;">1</p>	
<p style="text-align: center;">W</p> <p>W 48:8,13 wait 66:2 waived 120:16 waiver 30:23,24 wallmount 110:13 Walter's 87:20,21 88:6,7,9,21 want 7:2 13:22 19:6</p>	<p>WHEREOF 120:18 white 67:13 68:10 Wholesale 87:20 88:7,8,21 wholesaler 59:3 71:22 89:9,20 wholesalers 10:7,16 10:21 11:3 wholesaling 90:3 willful 37:21 wire 72:18 77:7</p>	<p>witness 1:11 2:2 3:6 17:13 18:10 25:6 26:7 28:22 34:17 55:15 56:7 63:20 67:19 79:19 85:12 86:1 93:7,20,22,24 95:1,7 108:2 109:22 114:18 120:4,6,12,16,18 word 48:6 63:14 64:7,9 66:1 words 48:5 63:16 64:12 71:21 95:23 96:5 97:20 100:9 work 29:20 41:17 62:6,11 95:19 worked 5:10 working 5:8 11:23 16:15 25:17 32:7 world 6:11 worth 55:10,19 wouldn't 21:6 35:11 70:10 116:19 writing 27:16 64:2,3 64:3 78:4 93:20 written 29:7 70:10 wrong 84:9 93:24</p>	<p style="text-align: center;">1</p>	

194 88:4	77:13 78:2	62:15 67:19 68:16		
195 88:4	244 73:1	72:16 75:23 76:18		
1972 10:2 18:14	246 73:7	76:22 77:13		
1975 4:18 5:18 6:5,6	25 2:21 11:10,24	83 2:12		
1986 5:22	59:3 61:9 66:9	87 2:13		
1990s 20:12 28:6	76:1 111:20,23			
29:6 31:4 40:20	112:1			
54:18	250 1:17	9 2:11 74:21 75:1,4		
1998 57:12 59:18,19	26 2:22 112:14,18	76:7 78:21 83:16		
59:20 66:13 71:14	265 2:10	9:27 3:1		
95:6	27 2:22 114:12,15	9:30 1:14 120:6		
1998/99 60:2	116:24	91 2:14		
1999 62:18	275,000 90:16	92 2:15		
	28 1:14 120:5	92,042,545 1:7		
<u>2</u>		94 2:16		
2 2:7 17:6,9 108:21	<u>3</u>	949110 93:15 94:4		
110:1	3 2:3,7,8 4:6,7 7:3	949130 93:16 94:4		
2,324,402 1:3	31:10,14 55:15	949200 57:23 58:6		
20 2:19 4:9,12	30 10:14,19 120:13	67:9,12		
101:23 102:1	300 78:2	949250 57:23 64:20		
2000 73:6 83:9,10,13	31 2:8 57:3 94:8	66:12 67:6,9,12		
83:23 84:23	31st 94:15	68:4		
2001 87:6,7,9,18	32 40:10	949409 57:23 67:9		
88:23 89:14 90:10	38 2:8	67:13		
90:15,18	39 2:9	96 2:16		
2002 6:16 54:21 55:1		98 2:17 32:24 57:3		
55:4,15 90:22 91:5	<u>4</u>	61:5 68:14,15,22		
91:6,8 92:2 99:5	4 2:8 7:3 38:4,9	83:19		
101:15 103:24	4X 44:21	99 66:9 68:17 76:1		
104:9 116:16	401/946-5500 1:24	77:7 83:17		
2003 6:16 55:5 85:13	42 2:9			
92:8,9,15,16,17				
95:15 96:13 97:7	<u>5</u>			
101:15 116:16	5 2:9 39:16,21 109:3			
2004 1:14 56:4 85:13	120:13			
94:15 98:21 99:6	5-20-99 76:8			
99:17,21 100:4	50 15:10			
101:15 109:9	54172 77:20			
116:17 120:6,19	5472 72:21 76:16,20			
2005 120:23	77:16,21			
203 88:5	55 1:20			
205 2:13	57 2:10			
21 2:19 104:1,4,15	5890 76:21			
21st 117:15				
22 2:20 61:9 104:21	<u>6</u>			
104:24 105:2	6 2:9 42:4,10 49:24			
22nd 42:6 109:8	60s 5:7 25:13			
223 2:14	61 2:10			
224 93:10				
23 2:20 68:22 105:8	<u>7</u>			
105:11,13	7 2:10 56:24 57:7			
24 2:21 109:5,11	67:8,14,20 83:19			
111:2,5,11 112:16	70s 5:3 25:13			
240 2:15	75 2:11			
241 62:16 72:23	75/674,056 31:11			
73:21 76:22				
243 76:16,17,19	<u>8</u>			
	8 2:10 61:15,19,21			



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of:

Trademark Registration No.: 2,324,402

Mark: LEDison

Class: 009

McGRAW-EDISON COMPANY,

Petitioner,

v.

MULE LIGHTING, INC.,

Registrant

Cancellation No. 92042545

**REGISTRANT'S ANSWERS TO
PETITIONER'S FIRST SET OF INTERROGATORIES**

Registrant, Mule Lighting, Inc. ("Mule") pursuant to Rule 33 of the Federal Rules of Civil Procedure, hereby submits its answers to Petitioner, McGraw-Edison Company's First Set of Interrogatories.

GENERAL OBJECTIONS

1. Mule objects to the Instructions portion of Petitioner's Interrogatories to the extent it imposes a duty or seeks information beyond that which is provided for by the Federal Rules of Civil Procedure.

2. The responses provided herein are based upon the best relevant information presently available to Mule and are made without prejudice to the right of Mule to make

additional or modified responses should better or further information or documentation subsequently become available to it. These responses also are made without prejudice to any right of Mule to offer evidence on its behalf or to object to the relevance, competence, or admissibility on any ground of any evidence or witness offered by Petitioner; and these responses do not constitute an admission of competence or admissibility of evidence or a waiver of objection on any ground. Mule's discovery is continuing and Mule reserves the right to supplement these Responses.

3. Mule objects to each of Interrogatories 1-16 to the extent that any seek information or documents that are subject to the attorney-client privilege, constitute attorney work product, or are otherwise immune from discovery under the Federal Rules of Civil Procedure.

4. Mule objects to each of Interrogatories 1-16 to the extent that Petitioner seeks documents or information that is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less expensive, or less burdensome, or where the burden or expense to Mule of the proposed discovery outweighs its likely benefit to Petitioner, taking into account the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the litigation, the importance of the proposed discovery in resolving the issues, and the availability of the information to Petitioner from other sources.

5. Mule objects to each of Interrogatories 1 - 16 to the extent that any of them seeks the production of any information that is irrelevant and not likely to lead to the discovery of admissible evidence.

6. Mule specifically incorporates each of these General Objections into each of its specific responses to Interrogatories 1 - 16, whether or not express reference is made therein.

INTERROGATORY NO. 1: Please identify all present and former officers, directors, executives and managers of MULE.

ANSWER: Robert P. Cross, Melissa Cross, Robert H. Cross, Jeffrey P. Cross

INTERROGATORY NO. 2: Please identify the Person employed by MULE or who on behalf of MULE is responsible for:

(a) the selection and adoption of the LEDISON Designation, including the dates on which it was first decided to adopt the designation, and the circumstances and method by which the designation was selected, created and adopted;

(b) the decision to register the LEDison Designation in the United States Patent and Trademark Office;

(c) any search reports and/or investigations prepared by or for MULE that concern the LEDISON Designation;

(d) the preparation, filing and maintenance of the MULE's Trademark Registration;

(e) the manufacture and/or creation of MULE's Products and Services;

(f) the display, marketing, promotion and/or advertising for MULE's Products and Services;

(g) the distribution, licensing, sales or similar transactions involving MULE's Products and Services;

(h) the maintenance of financial records for MULE's Products and Services, including but not limited to, marketing, advertising, surveys, research and development, licensing, sales or other transactions for the LEDISON Designation.

ANSWER: OBJECTION. Mule objects to this interrogatory as it seeks to discover information protected by the attorney/client privilege and work-product privilege. Subject to and

without waiver of the above objections and the General Objections, Mule responds as follows:

- (a) Robert P. Cross and Robert H. Cross
- (b) Robert P. Cross
- (c) Robert P. Cross
- (d) Robert P. Cross
- (e) Robert P. Cross
- (f) Robert P. Cross and Robert H. Cross
- (g) Robert P. Cross, Robert H. Cross, Sam Livesley and Donna Brouillette
- (h) Donna Brouillette

INTERROGATORY NO. 3: Identify all goods and services on which MULE has used or intends to use the LEDISON Designation.

ANSWER: LEDison Series of LED lamps.

INTERROGATORY NO. 4: Identify all searches, surveys, marketing studies or reports of any survey results relating to the LEDISON Designation which MULE has ever conducted or caused to be conducted or has in its possession.

ANSWER: OBJECTION. Mule objects to this interrogatory as it seeks to discover information protected by the attorney/client privilege and work-product privilege. Mule further objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objections and the General Objections, Mule answers as follows: Robert P. Cross performed an Internet search to determine whether there were any other uses of the mark LEDison and performed an Internet search to determine if the domain name LEDISON.COM had been registered.

INTERROGATORY NO. 5: Identify the class of consumers to whom MULE markets and/or

sells or intends to market and/or sell MULE's Products and Services.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objection and the General Objections, Registrant answers as follows: Mule primarily sells to energy service companies as well as distributors and electrical wholesalers.

INTERROGATORY NO. 6: Identify the channels of trade through which MULE uses, or intends to use, the LEDISON Designation.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objection and the General Objections, Registrant answers as follows: See Mule's answer to Interrogatory Number 5.

INTERROGATORY NO. 7: Identify all media through which MULE has promoted or marketed its goods and services under the LEDISON Designation, with specificity and frequency, including, but not limited to, specific magazines, newspapers, journals, Internet, radio, and television.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objections and the General Objections, Mule answers as follows: From 1999 through 2002 Mule used the website LIGHTWORLD.COM and from 2000 to the present Mule uses the website MULELIGHTING.COM. Mule has also published two catalogs and had press releases published through a public relations firm. Mule also had a display table at an LED convention in California in 2000 wherein catalogs containing the mark were made available. Mule has also advertised through various Internet companies such as Google and Overture.

INTERROGATORY NO. 8: Identify all media through which MULE intends to advertise,

promote or market its goods and services under the LEDISON Designation including, but not limited to, magazines, newspapers, journals, Internet, radio, and television.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objections and the General Objections, Mule answers as follows: The website MULELIGHTING.COM, catalogs, brochures, press releases and advertising over the Internet

INTERROGATORY NO. 9: Identify each Person which has accepted or sold MULE's Products and Services as a retailer, wholesaler and/or distributor or has contracted to accept or sell MULE's Products and Services as retailer, wholesaler and/or distributor.

ANSWER: OBJECTION. Registrant objects to this interrogatory as it seeks to obtain highly confidential information. Registrant will supplement this answer upon the execution of a protective order regarding such highly confidential information.

INTERROGATORY NO. 10: Identify each Person who has purchased or contracted to purchase MULE's Products and Services.

ANSWER: OBJECTION. Registrant objects to this interrogatory as it seeks to obtain highly confidential information. Registrant will supplement this answer upon the execution of a protective order regarding such highly confidential information.

INTERROGATORY NO. 11: Identify the costs and expenditures on a yearly basis of all advertising, marketing, promotional and related activities in connection with the LEDISON Designation.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is vague and ambiguous. Subject to and without waiver of the above objections and the General Objections, Mule answers as follows: In April of 2002, Mule hired a public relations firm to, among other

things, promote the LEDison brand bulbs, the total expenditure of which currently exceeds \$10,000. Two catalogs and a brochure have been printed that include, but are not limited to, the LEDison brand bulbs, the cost of which is approximately \$5,000. Mule has advertised its products, including but not limited to the LEDison brand bulbs, over the Internet through companies such as Google and Overture. The approximate cost of this Internet advertising in 2003 was \$235,000, the approximate cost of Internet advertising in 2002 was \$200,000, the approximate cost of Internet advertising in 2001 was \$100,000 and the approximate cost of Internet advertising in 2000 was \$75,000. The cost associated with developing the LIGHTWORLD.COM website was approximately \$10,000 and the cost associated with developing the MULELIGHTING.COM website was also approximately \$10,000.

INTERROGATORY NO. 12: Identify the projected costs and expenditures on a yearly basis of all advertising, marketing, promotional and related activities in connection with the LEDISON Designation.

ANSWER: OBJECTION. Mule objects to this interrogatory as it is overly burdensome, vague and ambiguous. Subject to and without waiver of the above objections and the General Objections, Mule answers as follows: Mule will continue to use an outside public relations firm, however the projected cost has not been determined. Mule will continue to advertise over the Internet and expects that such expenditures will exceed the expenditure made in 2003. Mule has hired a full time web developer to further develop the website MULELIGHTING.COM at a cost of approximately \$40,000 per year.

INTERROGATORY NO. 13: Identify, in units and dollars, the sales or projected sales of MULE's Products and Services on a yearly basis for each good and service on which MULE has used or intends to use the LEDISON Designation.

ANSWER: OBJECTION. Registrant objects to this interrogatory as it seeks to obtain highly confidential information. Registrant will supplement this answer upon the execution of a protective order regarding such highly confidential information.

INTERROGATORY NO. 14: Identify the revenue earned and/or projected revenue to be earned, on a yearly basis, by MULE in connection with the distribution or sale of MULE's Products and Services.

ANSWER: OBJECTION. Registrant objects to this interrogatory as it seeks to obtain highly confidential information. Registrant will supplement this answer upon the execution of a protective order regarding such highly confidential information.

INTERROGATORY NO. 15: Identify the profits realized and/or projected to be realized by MULE on a yearly basis in connection with the sale of MULE's Products and Services.

ANSWER: OBJECTION. Registrant objects to this interrogatory as it seeks to obtain highly confidential information. Registrant will supplement this answer upon the execution of a protective order regarding such highly confidential information.


INTERROGATORY NO. 16: Identify each person who assisted in the preparation of the responses to these Interrogatories and state the number of each Interrogatory in connection with which such assistance.

ANSWER: OBJECTION. Mule objects to this interrogatory as it seeks to discover information protected by the attorney/client privilege and work-product privilege. Subject to and without waiver of the above objections and the General Objections, Mule responds as follows: Robert P. Cross assisted in the preparation of each answer to these interrogatories.

I hereby declare, under the pains and penalties of perjury, that to the best of my knowledge, information and belief, the foregoing is true and correct.

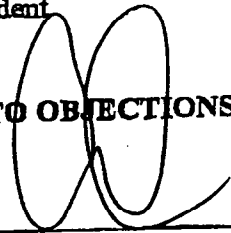
MULE LIGHTING, INC.,

Date: 1/5/2004



Robert P. Cross
President

AS TO OBJECTIONS:



Charles F. O'Brien, Esq.
CANTOR COLBURN LLP
55 Griffin Road South
Bloomfield, Connecticut 06002
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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the above Answers to Petitioner's First Set of Interrogatories was served via Express Mail Post Office to Addressee on this 5th day of January, 2004 upon:

Eric A. Lerner
Ostrager, Chong & Flaherty, LLP
825 Third Avenue
New York, New York 10022-7519

By: 

Charles F. O'Brien, Esq.

The New Encyclopædia Britannica

Volume 17

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Edison

Thomas Alva Edison was the quintessential American inventor in the era of Yankee ingenuity. He began his career in 1863, in the adolescence of the telegraph industry, when virtually the only source of electricity was primitive batteries putting out a low-voltage current. Before he died, in 1931, he had played a critical role in introducing the modern age of electricity. From his laboratories and workshops emanated the phonograph, the carbon-button transmitter for the telephone speaker and microphone, the incandescent lamp, a revolutionary generator of unprecedented efficiency, the first commercial electric light and power system, an experimental electric railroad, and key elements of motion-picture apparatus, as well as a host of other inventions. Singly or jointly he held a world-record 1,093 patents. In addition, he created the world's first industrial-research laboratory.

By courtesy of the Edison National Historical Site, West Orange, N.J.



Edison demonstrating his tinfoil phonograph, photograph by Mathew Brady, 1878.

Born in Milan, Ohio, on Feb. 11, 1847, Edison was the seventh and last child—the fourth surviving—of Samuel Edison, Jr., and Nancy Elliot Edison. At an early age he developed hearing problems, which have been variously attributed but were most likely due to a familial tendency to mastoiditis. Whatever the cause, Edison's deafness strongly influenced his behaviour and career, providing the motivation for many of his inventions.

Early years. In 1854 Samuel Edison became the light-house keeper and carpenter on the Fort Gratiot military post near Port Huron, Mich., where the family lived in a substantial home. Alva, as the inventor was known until his second marriage, entered school there and attended sporadically for five years. He was imaginative and inquisitive, but because much instruction was by rote and he had difficulty hearing, he was bored and was labeled a misfit. To compensate, he became an avid and omnivorous reader. Edison's lack of formal schooling was not unusual. At the time of the Civil War the average American had attended school a total of 434 days—little more than two years' schooling by today's standards.

In 1859 Edison quit school and began working as a trainboy on the railroad between Detroit and Port Huron. Four years earlier, the Michigan Central had initiated the commercial application of the telegraph by using it to control the movement of its trains, and the Civil War brought a vast expansion of transportation and communication. Edison took advantage of the opportunity to learn telegraphy and in 1863 became an apprentice telegrapher.

Messages received on the initial Morse telegraph were inscribed as a series of dots and dashes on a strip of paper that was decoded and read, so Edison's partial deafness was no handicap. Receivers were increasingly being equipped with a sounding key, however, enabling telegraphers to "read" messages by the clicks. The transformation of telegraphy to an auditory art left Edison more and more disadvantaged during his six-year career as an itinerant telegrapher in the Midwest, the South, Canada, and New England. Amply supplied with ingenuity and insight, he devoted much of his energy toward improving the inchoate equipment and inventing devices to facilitate some of the tasks that his physical limitations made difficult. By January 1869 he had made enough progress with a duplex telegraph (a device capable of transmitting two messages simultaneously on one wire) and a printer, which converted electrical signals to letters, that he abandoned telegraphy for full-time invention and entrepreneurship.

Edison moved to New York City, where he initially went into partnership with Frank L. Pope, a noted electrical expert, to produce the Edison Universal Stock Printer and other printing telegraphs. Between 1870 and 1875 he worked out of Newark, N.J., and was involved in a variety of partnerships and complex transactions in the fiercely competitive and convoluted telegraph industry, which was dominated by the Western Union Telegraph Company. As an independent entrepreneur he was available to the highest bidder and played both sides against the middle. During this period he worked on improving an automatic telegraph system for Western Union's rivals. The automatic telegraph, which recorded messages by means of a chemical reaction engendered by the electrical transmissions, proved of limited commercial success, but the work advanced Edison's knowledge of chemistry and laid the basis for his development of the electric pen and mimeograph, both important devices in the early office machine industry, and indirectly led to the discovery of the phonograph. Under the aegis of Western Union he devised the quadruplex, capable of transmitting four messages simultaneously over one wire, but railroad baron and Wall Street financier Jay Gould, Western Union's bitter rival, snatched the quadruplex from the telegraph company's grasp in December 1874 by paying Edison more than \$100,000 in cash, bonds, and stock, one of the larger payments for any invention up to that time. Years of litigation followed.

Menlo Park. Although Edison was a sharp bargainer, he was a poor financial manager, often spending and giving away money more rapidly than he earned it. In 1871 he married 16-year-old Mary Stilwell, who was as improvident in household matters as he was in business, and before the end of 1875 they were in financial difficulties. To reduce his costs and the temptation to spend money, Edison brought his now-widowed father from Port Huron to build a 2½-story laboratory and machine shop in the rural environs of Menlo Park, N.J.—12 miles south of Newark—where he moved in March 1876. Accompanying him were two key associates, Charles Batchelor and John Kruesi. Batchelor, born in Manchester in 1845, was a master mechanic and draftsman who complemented Edison perfectly and served as his "ears" on such projects as the phonograph and telephone. He was also responsible for fashioning the drawings that Kruesi, a Swiss-born machinist, translated into models.

Edison experienced his finest hours at Menlo Park. While experimenting on an underwater cable for the automatic telegraph, he found that the electrical resistance and conductivity of carbon (then called plumbago) varied according to the pressure it was under. This was a major theoretical discovery, which enabled Edison to devise a "pressure relay" using carbon rather than the usual mag-

Early inventions

Financial problems

nets to vary and balance electric currents. In February 1877 Edison began experiments designed to produce a pressure relay that would amplify and improve the audibility of the telephone, a device that Edison and others had studied but which Alexander Graham Bell was the first to patent, in 1876. By the end of 1877 Edison had developed the carbon-button transmitter that is still used in telephone speakers and microphones.

Edison invented many items, including the carbon transmitter, in response to specific demands for new products or improvements. But he also had the gift of serendipity: when some unexpected phenomenon was observed, he did not hesitate to halt work in progress and turn off course in a new direction. This was how, in 1877, he achieved his most original discovery, the phonograph. Because the telephone was considered a variation of acoustic telegraphy, Edison during the summer of 1877 was attempting to devise for it, as he had for the automatic telegraph, a machine that would transcribe signals as they were received, in this instance in the form of the human voice, so that they could then be delivered as telegraph messages. (The telephone was not yet conceived as a general, person-to-person means of communication.) Some earlier researchers, notably the French inventor Léon Scott, had theorized that each sound, if it could be graphically recorded, would produce a distinct shape resembling shorthand, or phonography ("sound writing"), as it was then known. Edison hoped to reify this concept by employing a stylus-tipped carbon transmitter to make impressions on a strip of paraffined paper. To his astonishment, the scarcely visible indentations generated a vague reproduction of sound when the paper was pulled back beneath the stylus.

Edison unveiled the tinfoil phonograph, which replaced the strip of paper with a cylinder wrapped in tinfoil, in December 1877. It was greeted with incredulity. Indeed, a leading French scientist declared it to be the trick device of a clever ventriloquist. The public's amazement was quickly followed by universal acclaim. Edison was projected into worldwide prominence and was dubbed the Wizard of Menlo Park, although a decade passed before the phonograph was transformed from a laboratory curiosity into a commercial product.

Another offshoot of the carbon experiments reached fruition sooner. Samuel Langley, Henry Draper, and other American scientists needed a highly sensitive instrument that could be used to measure minute temperature changes in heat emitted from the Sun's corona during a solar eclipse along the Rocky Mountains on July 29, 1878. To satisfy those needs Edison devised a "microtasmeter" employing a carbon button. This was a time when great advances were being made in electric arc lighting, and during the expedition, which Edison accompanied, the men discussed the practicality of "subdividing" the intense arc lights so that electricity could be used for lighting in the same fashion as with small, individual gas "burners." The basic problem seemed to be to keep the burner, or bulb, from being consumed by preventing it from overheating. Edison thought he would be able to solve this by fashioning a microtasmeter-like device to control the current. He boldly announced that he would invent a safe, mild, and inexpensive electric light that would replace the gaslight.

The incandescent electric light had been the despair of inventors for 50 years, but Edison's past achievements commanded respect for his boastful prophecy. Thus, a syndicate of leading financiers, including J.P. Morgan and the Vanderbilts, established the Edison Electric Light Company and advanced him \$30,000 for research and development. Edison proposed to connect his lights in a parallel circuit by subdividing the current, so that, unlike arc lights, which were connected in a series circuit, the failure of one light bulb would not cause a whole circuit to fail. Some eminent scientists predicted that such a circuit could never be feasible, but their findings were based on systems of lamps with low resistance—the only successful type of electric light at the time. Edison, however, determined that a bulb with high resistance would serve his purpose, and he began searching for a suitable one.

He had the assistance of 26-year-old Francis Upton, a graduate of Princeton University with an M.A. in science.

Upton, who joined the laboratory force in December 1878, provided the mathematical and theoretical expertise that Edison himself lacked. (Edison later revealed, "At the time I experimented on the incandescent lamp I did not understand Ohm's law." On another occasion he said, "I do not depend on figures at all. I try an experiment and reason out the result, somehow, by methods which I could not explain.")

By the summer of 1879 Edison and Upton had made enough progress on a generator—which, by reverse action, could be employed as a motor—that Edison, beset by failed incandescent lamp experiments, considered offering a system of electric distribution for power, not light. By October Edison and his staff had achieved encouraging results with a complex, regulator-controlled vacuum bulb with a platinum filament, but the cost of the platinum would have made the incandescent light impractical. While experimenting with an insulator for the platinum wire, they discovered that, in the greatly improved vacuum they were now obtaining through advances made in the vacuum pump, carbon could be maintained for some time without elaborate regulatory apparatus. Advancing on the work of Joseph Wilson Swan, an English physicist, Edison found that a carbon filament provided a good light with the concomitant high resistance required for subdivision. Steady progress ensued from the first breakthrough in mid-October until the initial demonstration for the backers of the Edison Electric Light Company on December 3.

It was, nevertheless, not until the summer of 1880 that Edison determined that carbonized bamboo fibre made a satisfactory material for the filament, although the world's first operative lighting system had been installed on the steamship *Columbia* in April. The first commercial land-based "isolated" (single-building) incandescent system was placed in the New York printing firm of Hinds and Ketcham in January 1881. In the fall a temporary, demonstration central power system was installed at the Holborn Viaduct in London, in conjunction with an exhibition at the Crystal Palace. Edison himself supervised the laying of the mains and installation of the world's first permanent, commercial central power system in lower Manhattan, which became operative in September 1882. Although the early systems were plagued by problems and many years passed before incandescent lighting powered by electricity from central stations made significant inroads into gas lighting, isolated lighting plants for such enterprises as hotels, theatres, and stores flourished—as did Edison's reputation as the world's greatest inventor.

One of the accidental discoveries made in the Menlo Park laboratory during the development of the incandescent light anticipated the British physicist J.J. Thomson's discovery of the electron 15 years later. In 1881–82 William J. Hammer, a young engineer in charge of testing the light globes, noted a blue glow around the positive pole in a vacuum bulb and a blackening of the wire and the bulb at the negative pole. This phenomenon was first called "Hammer's phantom shadow," but when Edison patented the bulb in 1883 it became known as the "Edison effect." Scientists later determined that this effect was explained by the thermionic emission of electrons from the hot to the cold electrode, and it became the basis of the electron tube and laid the foundation for the electronics industry.

Edison had moved his operations from Menlo Park to New York City when work commenced on the Manhattan power system. Increasingly, the Menlo Park property was used only as a summer home. In August 1884 Edison's wife, Mary, suffering from deteriorating health and subject to periods of mental derangement, died there of "congestion of the brain," apparently a tumour or hemorrhage. Her death and the move from Menlo Park roughly mark the halfway point of Edison's life.

The Edison Laboratory. A widower with three young children, Edison, on Feb. 24, 1886, married 20-year-old Mina Miller, the daughter of a prosperous Ohio manufacturer. He purchased a hilltop estate in West Orange, N.J., for his new bride and constructed nearby a grand, new laboratory, which he intended to be the world's first true research facility. There, he produced the commercial phonograph, founded the motion-picture industry, and

The phonograph

The world's first electric lighting system

The electric light

developed the alkaline storage battery. Nevertheless, Edison was past the peak of his productive period. A poor manager and organizer, he worked best in intimate, relatively unstructured surroundings with a handful of close associates and assistants; the West Orange laboratory was too sprawling and diversified for his talents. Furthermore, as a significant portion of the inventor's time was taken up by his new role of industrialist, which came with the commercialization of incandescent lighting and the phonograph, electrical developments were passing into the domain of university-trained mathematicians and scientists. Above all, for more than a decade Edison's energy was focused on a magnetic ore-mining venture that proved the unquestioned disaster of his career.

The first major endeavour at the new laboratory was the commercialization of the phonograph, a venture launched in 1887 after Alexander Graham Bell, his cousin Chichester, and Charles Tainter had developed the graphophone—an improved version of Edison's original device—which used waxed cardboard instead of tinfoil. Two years later, Edison announced that he had "perfected" the phonograph, although this was far from true. In fact, it was not until the late 1890s, after Edison had established production and recording facilities adjacent to the laboratory, that all the mechanical problems were overcome and the phonograph became a profitable proposition.

In the meantime, Edison conceived the idea of popularizing the phonograph by linking it to synchronization a zoetrope, a device that gave the illusion of motion to photographs shot in sequence. He assigned the project to William K.L. Dickson, an employee interested in photography, in 1888. After studying the work of various European photographers who also were trying to record motion, Edison and Dickson succeeded in constructing a working camera and a viewing instrument, which were called, respectively, the Kinetograph and the Kinetoscope. Synchronizing sound and motion proved of such insuperable difficulty, however, that the concept of linking the two was abandoned, and the silent movie was born. Edison constructed at the laboratory the world's first motion-picture stage, nicknamed the "Black Maria," in 1893, and the following year Kinetoscopes, which had peepholes that allowed one person at a time to view the moving pictures, were introduced with great success. Rival inventors soon developed screen-projection systems that hurt the Kinetoscope's business, however, so Edison acquired a projector developed by Thomas Armat and introduced it as "Edison's latest marvel, the Vitascope."

Another derivative of the phonograph was the alkaline storage battery, which Edison began developing as a power source for the phonograph at a time when most homes still lacked electricity. Although it was 20 years before all the difficulties with the battery were solved, by 1909 Edison was a principal supplier of batteries for submarines and electric vehicles and had even formed a company for the manufacture of electric automobiles. In 1912 Henry Ford, one of Edison's greatest admirers, asked him to design a battery for the self-starter, to be introduced on the Model T. Ford's request led to a continuing relationship between these two Americans, and in October 1929 he staged a 50th-anniversary celebration of the incandescent light that turned into a universal apotheosis for Edison.

Most of Edison's successes involved electricity or communication, but throughout the late 1880s and early 1890s the Edison Laboratory's top priority was the magnetic ore-separator. Edison had first worked on the separator when he was searching for platinum for use in the experimental incandescent lamp. The device was supposed to cull platinum from iron-bearing sand. During the 1880s iron ore prices rose to unprecedented heights, so that it appeared that, if the separator could extract the iron from unusable low-grade ores, then abandoned mines might profitably be placed back in production. Edison purchased or acquired rights to 145 old mines in the east and established a large pilot plant at the Ogden mine, near Ogdensburg, N.J. He was never able to surmount the engineering problems or work the bugs out of the system, however, and when ore prices plummeted in the mid-1890s he gave up on the idea. By then he had liquidated all but a small part of his

holdings in the General Electric Company, sometimes at very low prices, and had become more and more separated from the electric lighting field.

Failure could not discourage Edison's passion for invention, however. Although none of his later projects were as successful as his earlier ones, he continued to work even in his 80s. He died in West Orange on Oct. 18, 1931.

Assessment. The thrust of Edison's work may be seen in the clustering of his patents: 389 for electric light and power, 195 for the phonograph, 150 for the telegraph, 141 for storage batteries, and 34 for the telephone. His life and achievements epitomize the ideal of applied research. He always invented for necessity, with the object of devising something new that he could manufacture. The basic principles he discovered were derived from practical experiments, invariably by chance, thus reversing the orthodox concept of pure research leading to applied research.

Edison's role as a machine shop operator and small manufacturer was crucial to his success as an inventor. Unlike other scientists and inventors of the time, who had limited means and lacked a support organization, Edison ran an inventive establishment. He was the antithesis of the lone inventive genius, although his deafness enforced on him an isolation conducive to conception. His lack of managerial ability was, in an odd way, also a stimulant. As his own boss, he plunged ahead on projects more prudent men would have shunned, then tended to dissipate the fruits of his inventiveness, so that he was both free and forced to develop new ideas. Few men have matched him in the positiveness of his thinking. Edison never questioned whether something might be done, only how.

Edison's career, the fulfillment of the American dream of rags-to-riches through hard work and intelligence, made him a folk hero to his countrymen. In temperament he was an uninhibited egotist, at once a tyrant to his employees and their most entertaining companion, so that there was never a dull moment with him. He was charismatic and courted publicity, but he had difficulty socializing and neglected his family. His shafts at the expense of the "long-haired" fraternity of theorists sometimes led formally trained scientists to deprecate him as anti-intellectual; yet he employed as his aides, at various times, a number of eminent mathematical physicists, such as Nikola Tesla and A.E. Kennelly. The contradictory nature of his forceful personality, as well as such eccentricities as his ability to catnap anywhere, contributed to his legendary status. By the time he was in his middle 30s Edison was said to be the best-known American in the world. When he died he was venerated and mourned as the man who, more than any other, had laid the basis for the technological and social revolution of the modern electric world.

BIBLIOGRAPHY. ALFRED O. TATE, *Edison's Open Door: The Life Story of Thomas A. Edison, a Great Individualist* (1938), which tells the story of the early years of the West Orange laboratory, was written by Edison's secretary of the period. FRANCIS JEHL, *Menlo Park Reminiscences*, 3rd ed. (1937-41), is a firsthand account of the 1878-80 period at Menlo Park, by an assistant who came to dislike Edison but was later the first curator at Henry Ford's Edison Institute. THOMAS A. EDISON, *The Diary and Sundry Observations of Thomas A. Edison*, ed. by DAGOBERT D. RUNES (1948, reprinted 1976), provides insight into Edison's feelings and thoughts, especially in the period following the death of his first wife. MATTHEW JOSEPHSON, *Edison: A Biography* (1959), is based on the correspondence and laboratory notebooks in the Edison Laboratory archives, though at the time of its publication the access to the records was severely restricted, which makes the book outdated. ROBERT CONOT, *A Streak of Luck* (1979, reprinted 1986 as *Thomas A. Edison*), is the first comprehensive biography based entirely on the original sources from the West Orange and other depository archives. WYN WACHHORST, *Thomas Alva Edison: An American Myth* (1981), is a revisionist study of Edison's place in the cultural history of the United States, with an extensive bibliography. See also ROBERT FRIEDEL and PAUL ISRAEL, *Edison's Electric Light: A Biography of an Invention* (1986), a well-researched, illustrated account. Archival papers of Edison and his associates are published in *Thomas A. Edison Papers: A Selective Microfilm Edition* (1985-); part 1, for the period 1850-78, and part 2, for 1879-86, have been filmed from the West Orange archives. Subsequent parts will include documents from other repositories.

(M.Jo./R.E.Co.)

Motion
pictures

The mag-
netic ore-
separator

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Systems Integration

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Court
Southern District of
ENTERED

APR 5 2000

Michael N. M.
Clerk of Court

McGRAW-EDISON COMPANY and
COOPER INDUSTRIES, INC..

Plaintiffs.

v.

Civil Action No. H-99-1989

THOMAS A. EDISON, INCORPORATED.
LEK TECHNOLOGIES, INC., LLOYD E.
KRUCKEBERG, and HASTINGS
ENTERTAINMENT, INC..

Defendants.

FINAL JUDGMENT AND
PERMANENT INJUNCTION

This action was instituted by Cooper Industries, Inc. and McGraw-Edison Company ("Plaintiffs") against Thomas A. Edison, Incorporated (now known as Coedison.com, Inc.), LEK Technologies, Inc., Lloyd E. Kruckeberg, and Hastings Entertainment, Inc. ("Defendants") for false designation of origin, trademark infringement, unfair competition, dilution under federal and Texas law, misappropriation of rights of publicity under New Jersey law, and violation of the Anticybersquatting Consumer Protection Act.

The parties have agreed to settle this action under the terms of a Settlement Agreement dated March 31, 2000 (the "Settlement Agreement") and by the entry of this final judgment and permanent injunction.

Accordingly, IT IS ORDERED THAT:

- 1. This Court has jurisdiction over the parties and the subject matter of this

action.

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2. As shown by the assignment attached as Exhibit B to Plaintiffs' Complaint, Thomas A. Edison assigned the commercial rights to his name, signature, and likeness to his company, Thomas A. Edison, Incorporated. Plaintiff McGraw-Edison Company is the successor to the rights of the original Thomas A. Edison, Incorporated in Edison's name, signature, and likeness.

3. The name of Thomas A. Edison is famous throughout the United States and elsewhere.

4. Plaintiffs' EDISON marks are valid trademarks for a variety of electrical products.

5. The Settlement Agreement and this Judgment and Injunction shall not be construed to imply an admission of liability by any party, such liability being expressly denied.

6. The above-named defendants and their officers, agents, servants, and employees, and all persons in active concert or participation with them, are permanently enjoined from:

(a) Using the word "Edison," or any confusingly similar word, either alone or in combination with other words or symbols, as a part of any trademark, service mark, trade name, corporate name, assumed name, domain name, meta-tag or its equivalent, or in any other manner in connection with any computer hardware or software, Internet services, electrical products or services, consumer products or services, or business products or services (collectively, the "Prohibited Marks"). The Prohibited Marks shall include, without limitation, any variations of "Thomas A. Edison, Inc.," "thomasaedison.com," "thomasaedison.org," "thomasaedison.net," "taedison.com," "TAE," "goedison.com,"

“gotaedison.com.” “GEM.” “Triumph.” “goedisonmall.com.” “edisonelectronics.com.”
“buyedison.com.” “gothomasaedison.com.” or “goedisonshop.com.”

(b) Making any commercial use of Thomas Edison's name, signature or likeness.

(c) Using or registering any domain name or web site containing any of the Prohibited Marks. The only exception to this subparagraph (c) is that on and before July 15, 2000, defendant Goedison.com, Inc. may continue to use “goedison.com” and “goedisonmail.com” only as domain names to link to its web site and for no other purpose. This exception shall not be construed to allow defendants to use these names for any other purpose or in any other manner, including but not limited to using these names to market its business or products over the Internet or otherwise.

7. Upon entry of this judgment, Defendants shall cease distribution of any written or electronic materials (including over the Internet or on any web site) representing that they sell or formerly sold “Edison” brand products or services, or that they sell or formerly sold products or services under any of the Prohibited Marks.

8. Upon entry of this judgment, Defendants shall take immediate steps to have any of the Prohibited Marks used by them in the past deleted from future editions of any third-party publications, such as trade directories and telephone directories, where they appear.

9. Within five days of the entry of this judgment, Defendants shall complete all steps necessary to cause the domain names “thomasaedison.org.” “thomasaedison.net.” “edisonelectronics.com.” “buyedison.com.” “gothomasaedison.com.” and “goedisonshop.com” (and any other domain name, unless specifically excepted below, owned or controlled by them containing or referring to any of the Prohibited Marks) to be transferred to McGraw-Edison Company. Within

thirty days of the entry of this judgment. Defendants shall complete all steps necessary to cause the domain names "gotaedison.com," "t2edison.com," and "thomasaedison.com," to be transferred to McGraw-Edison Company. By July 15, 2000, Defendants shall complete all steps necessary to cause the domain names "goedison.com" and "goedisonmall.com" to be transferred to McGraw-Edison Company. Prior to such assignments, such domain names will not be used, except as expressly provided by this Judgment and Injunction and the Settlement Agreement.

10. Within twenty days of the entry of this judgment, Defendants shall destroy all literature, signs, labels, tags, prints, packages, wrappers, containers, advertising materials, T-shirts and promotional materials, stationery and similar materials in their possession or control that bear any of the Prohibited Marks, as well as all plates, molds, matrices, masters and other means of producing or applying them.

11. By July 15, 2000, Defendants shall complete all necessary steps to cause the corporate name of Goedison.com, Inc., to be changed to a name that does not contain the term "edison," or any other Prohibited Mark.

12. Defendants shall have until July 30, 2000, to sell or otherwise dispose of the Inventory identified in the Settlement Agreement, provided that none of the packaging, products, labels, and marketing or advertising materials shall include any reference to a Prohibited Mark.

13. Within five days of the entry of this judgment, Goedison.com, Inc., shall file in the U.S. Patent and Trademark Office the necessary papers to expressly abandon U.S. Trademark Application Serial Nos. 75/601,569; 75/601,570; 75/601,571; 75/601,572; 75/601,575; 75/659,806; 75/659,807; 75/765,321; 75/765,323; 75/601,324; and 75/694,428, and all other applications or registrations filed in any office (state, federal or foreign) for any trademark or service mark

containing one of the Prohibited Marks. For all applications or registrations that do not contain any of the Prohibited Marks, including but not limited to "Idea Book," Goedison.com, Inc. shall file the necessary papers to change the applicant's name to its new name created pursuant to paragraph 10 of this Order.

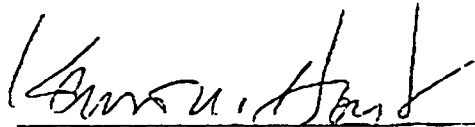
14. Within forty-five days after the entry of this judgment, Defendants shall file with the Court and serve on Plaintiffs' attorney a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with this judgment. On August 1, 2000, Defendants shall file and serve a second written report under oath setting forth in detail the manner and form in which Defendants have complied with this judgment.

15. Defendants will not in any way attempt to associate themselves with the plaintiffs or the famous inventor, Thomas A. Edison, or any company with which he was associated. Should the need arise, defendants will take reasonable steps necessary to prevent the possibility of confusion in the marketplace arising in the future, including but not limited to any steps specified in the Settlement Agreement, which is incorporated herein by reference.

16. Each of the parties shall bear its own costs and attorneys' fees.

17. The Court shall retain jurisdiction of this matter to enforce the terms of the parties' Settlement Agreement.

Signed at Houston, Texas, on ~~March~~ ^{Apr. 1} 4, 2000.



KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

C

-

Approved as to form and substance:

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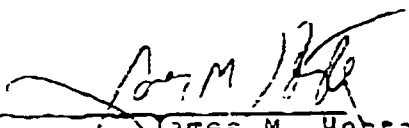
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Attorney-in-Charge for Defendants

C. Vela

DOCKETED

U. S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

McGraw-Edison Company and
Cooper Industries, Inc.

v.

Jesse Broker dba Hatzlachh Supply, Inc.

Cancellation No. 29,666

Glenn F. Ostrager of Ostrager Chong Flaherty & Onofrio, PC for McGraw-Edison Company and Cooper Industries, Inc.

Jesse Broker dba Hatzlachh Supply, Inc. , pro se.

The petition of McGraw-Edison Company and Cooper Industries, Inc. having been granted on May 22, 2000, Registration No. 2,247,296 is hereby cancelled.



Robert M. Anderson
Deputy Commissioner for
Trademark Operations

JUN 02 2000

ME03358



United States Patent and Trademark Office

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TTABVUE. Trademark Trial and Appeal Board Inquiry System

Cancellation

Number: 92029666

Filing Date: 11/04/1999

Status: Terminated

Status Date: 06/02/2000

Interlocutory Attorney: KARYN RYAN

Defendant

Name: BROKER, JESSE DBA HATZLACHH SUPPLY, INC.

Correspondence: BROKER, JESSE DBA HATZLACHH SUPPLY, INC.
935 BROADWAY
NEW YORK, NY 10010

Serial #: 75374985

Registration #: 2247296

Application Status: Cancelled - Section 18

Mark: EDISON ELECTRONIC

Plaintiff

Name: MCGRAW-EDISON COMPANY AND COOPER INDUSTRIES, INC.

Correspondence: GLENN F. OSTRAGER
OSTRAGER CHONG FLAHERTY & ONOFRIO, P.C.
300 PARK AVENUE
NEW YORK, NY 10022-7402

Serial #: 73438434

Registration #: 1288874

Application Status: Section 8 and 15 - Accepted and Acknowledged

Mark: EDISON

Prosecution History

#	Date	History Text	Due Date
7	06/02/2000	TERMINATED	
6	06/02/2000	COMMR'S ORDER CANCELLING REGISTRATION	
5	05/22/2000	BOARD'S DECISION: GRANTED	
4	02/07/2000	NOTICE OF DEFAULT	
3	11/18/1999	PENDING, INSTITUTED	
2	11/18/1999	NOTICE SENT; TRIAL DATES RESET; ANSWER DUE	12/28/1999
1	11/04/1999	FILED AND FEE	

Results as of 10/29/2004 10:19 AM

Search:

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3513

Ricks

Mailed: February 21, 2004

Opposition No. 91151299

MCGRAW-EDISON COMPANY

v.

BABY EINSTEIN COMPANY, LLC

On November 12, 2003, applicant filed abandonment's of its application Serial Nos. 75/865,898, 75/866,485, 75/865,899, 75/866,358 and 75/865,928 under Trademark Rule 2.68.¹

However, the applicable rule is Trademark Rule 2.135, which provides that if, in an inter partes proceeding, the applicant files an abandonment without the written consent of every adverse party to the proceeding, judgment shall be entered against the applicant.

Accordingly, because opposer's written consent to the abandonment's is not of record, judgment is hereby entered against applicant, the opposition is sustained and registration to applicant is refused.

***By the Trademark Trial
and Appeal Board***

¹ Applicant's abandonment's does not indicate proof of service of a copy of same on counsel for opposer as required by Trademark Rule 2.119. In order to expedite this matter, a copy of said abandonment's are hereby forwarded herewith to counsel for opposer.



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TTABVUE. Trademark Trial and Appeal Board Inquiry System

Opposition

Number: 91151299**Filing Date:** 03/04/2002**Status:** Terminated**Status Date:** 02/21/2004**Interlocutory Attorney:** KARYN RYAN

Defendant

Name: BABY EINSTEIN COMPANY, LLC**Correspondence:** JOSEPH QUIGLEY
THE WALT DISNEY COMPANY
500 SOUTH BUENA VISTA STREET
BURBANK, CA 91521-0633**Serial #:** 75865898**Application Status:** Abandoned - After Inter-Partes Decision**Mark:** BABY EDISON**Serial #:** 75866485**Application Status:** Abandoned - After Inter-Partes Decision**Mark:** LITTLE EDISON**Serial #:** 75865899**Application Status:** Abandoned - After Inter-Partes Decision**Mark:** LITTLE EDISON**Serial #:** 75866358**Application Status:** Abandoned - After Inter-Partes Decision**Mark:** BABY EDISON**Serial #:** 75865928**Application Status:** Abandoned - After Inter-Partes Decision**Mark:** BABY EDISON

Plaintiff

Name: MCGRAW-EDISON COMPANY**Correspondence:** JOSHUA S. BROITMAN
OSTRAGER, CHONG & FLAHERTY
825 THIRD AVENUE, 30th FLOOR
NEW YORK, NY 10022-7519**Serial #:** 75841438**Application Status:** Report Completed Suspension Check - Case Still Suspended**Mark:** THOMAS A EDISON

Prosecution History

#	Date	History Text	Due Date
17	02/21/2004	TERMINATED	
16	02/21/2004	<u>BOARD'S DECISION: SUSTAINED</u>	
15	11/12/2003	<u>WITHDRAWAL OF APPLICATION</u>	
14	11/12/2003	<u>WITHDRAWAL OF APPLICATION</u>	
13	11/12/2003	<u>WITHDRAWAL OF APPLICATION</u>	
12	11/12/2003	<u>WITHDRAWAL OF APPLICATION</u>	
11	11/12/2003	<u>DEF'S EXPRESS ABANDONMENT</u>	

- 10 11/12/2003 DEF'S COMMUNICATION
- 9 08/11/2003 Procs resumed; trial dates reset
- 8 01/13/2003 DF'S POWER OF ATTORNEY
- 7 12/16/2002 SUSPENDED
- 6 11/05/2002 P'S MOT TO SUSP PEND SETLMT NEGOTIATIONS
- 5 06/21/2002 THE CLOSE OF DISCOVERY/TRIAL DATES REMAI N AS SET IN APRIL 11, 2002 ORDER.
- 4 05/22/2002 ANSWER
- 3 04/11/2002 PENDING, INSTITUTED
- 2 04/11/2002 NOTICE AND TRIAL DATES SENT; ANSWER DUE: 05/21/2002
- 1 03/04/2002 FILED AND FEE

Results as of 10/29/2004 10:15 AM

Search:

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3513

Mailed: October 24, 2003

Opposition No. 91155190

McGraw-Edison Company

v.

B&P Lamp Supply, Inc.

Helen Johnson, Legal Assistant

On July 21, 2003, the Board sent a notice of default to applicant because no answer had been filed.

The record shows no response thereto.

Accordingly, judgment by default is hereby entered against applicant, the **opposition is sustained**, and registration to applicant is refused. See Fed. R. Civ. P. 55, and Trademark Rule 2.106(a).

*By the Trademark Trial
and Appeal Board*



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TTABVUE. Trademark Trial and Appeal Board Inquiry System

Opposition**Number:** 91155190**Filing Date:** 01/28/2003**Status:** Terminated**Status Date:** 10/24/2003**Interlocutory Attorney:** CHERYL A BUTLER**Defendant****Name:** B&P Lamp Supply, Inc.**Correspondence:** B&P Lamp Supply, Inc.843 OLD MORRISON HWY
MC MINNVILLE, TN 37110-4917**Serial #:** 78128642**Application Status:** Abandoned - After Inter-Partes Decision**Mark:** AMERICAN EDISON**Plaintiff****Name:** McGraw-Edison Company**Correspondence:** Eric A. LernerOstrager Chong & Flaherty LLP
825 Third Avenue
New York, NY 10022-7519**Prosecution History**

#	Date	History Text	Due Date
7	10/24/2003	TERMINATED	
6	10/24/2003	<u>BOARD'S DECISION: SUSTAINED</u>	
5	07/21/2003	<u>NOTICE OF DEFAULT</u>	
4	04/29/2003	<u>MOT FOR DEFAULT JUDGMENT</u>	
3	02/25/2003	PENDING, INSTITUTED	
2	02/25/2003	<u>NOTICE AND TRIAL DATES SENT; ANSWER DUE:</u>	04/06/2003
1	01/28/2003	<u>FILED AND FEE</u>	

Results as of 10/29/2004 10:34 AM

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GRAVES**
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Loren D. Combs
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*Paul R. Willett
**Gregory A. Jacoby
Gregory F. Amann
‡Adam E. Torem
Joseph P. Zehnder
Dave J. Luxenberg

*Also admitted in Florida and Idaho
**Also admitted in Massachusetts
‡Also admitted in California
and Oregon

Of Counsel

Ray Graves
Lawrence B. McNerthey
William P. Bergsten

Leo A. McGavick
(1904-1994)

December 2, 1999

Via Facsimile and U.S. Mail

Glenn F. Ostrager, Esq.
Ostrager Chong Flaherty & Onofrio
300 Park Avenue
New York, NY 10022-7402

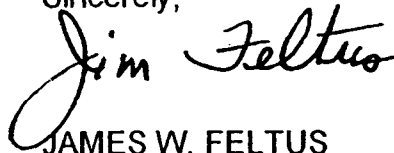
RE: Cooper Industries, Inc. v. The Thomas Edison Patent Company

Dear Mr. Ostrager:

This letter will confirm our conversation this morning. While my client does not agree with Cooper Industries' assessment of this matter and believes that it has not violated any state or federal laws, as we discussed, my client has decided to discontinue its authorization of the marketing U.S. patent copies under the name The Thomas Edison Patent Company. In addition, it is my understanding that steps have already been taken to bring down the website of The Thomas Edison Patent Company. The transition to the new name is expected to be completed by the end of the first quarter 2000.

Thank you for your courtesies in this matter and if you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,


JAMES W. FELTUS

JWF/aka

cc: Client

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6
ME03249

AGREEMENT

B. Makabi

This Agreement is entered into as of 18 day of July, 2002 (the "Effective Date"),

by and between McGraw-Edison Company, a Delaware corporation having a place of business at 600 Travis, Suite 5800, Houston, Texas 77002 ("McGraw-Edison"), on the one hand, and Best Buy Imports ("Best Buy"), a CALIFORNIA corporation, having an office at 3840 South Broadway Place, Los Angeles, California 90037 and Ben Makabi, an individual ~~residing at~~ within office at Best Buy ("Makabi"), on the other hand, each are referred to interchangeably herein as a "Party," and collectively as the "Parties" to this Agreement.

WHEREAS, McGraw-Edison owns various intellectual property rights derived from Thomas A. Edison, including rights of publicity for commercial purposes and the trademarks THOMAS A. EDISON and EDISON, including without limitation, U.S. Trademark Registration Nos. 372,127; 409,187; 1,288,874; 1,636,822; 1,644,681; 1,746,302; 2,443,841; 2,452,699; 2,495,399 and 2,596,399 (collectively, the "EDISON Trademarks and Publicity Rights");

WHEREAS, Best Buy and Makabi have been importing to and selling in the United States appliances and related products under the trademark "Edison" and McGraw-Edison has objected to such use on grounds that it constitutes an infringement of the EDISON Trademarks and Publicity Rights; and

WHEREAS, the Parties wish to resolve the dispute between them amicably, without the payment of money to either side.

NOW, THEREFORE, the Parties agree as follows:

1. Best Buy and Makabi hereby acknowledge McGraw-Edison's ownership of the EDISON Trademarks and Publicity Rights.

2. Best Buy and Makabi represent and warrant to McGraw-Edison that they have no more than 10,000 units of goods bearing the name or mark "Edison" currently in inventory and in transit to the United States (the "Inventory"), and that no further goods bearing the name or mark "Edison" have been ordered or are in transit to the United States. In reliance on such representation and warranty, McGraw-Edison has agreed to settle this dispute on the terms and conditions set forth herein.

3. Makabi and Best Buy, together with its officers, agents, servants, employees and all persons or entities in active concert or participation with them, or any of them, agree that they shall immediately cease all further use of the name or mark "Edison" or any name or mark containing "Edison" or any phonetic or grammatical variation thereof in connection with the advertising, promotion, offering for sale or sale of any goods, except as specified in paragraph 4 of this Agreement. In particular, and without limitation, Makabi and Best Buy shall remove from their website no later than July 25, 2002 all references to the name or mark "Edison". In addition, Best Buy and Makabi agree that they shall not seek to register any trade name, trademark or domain name containing the name or mark "Edison", or any phonetic or grammatical variation thereof, with any federal, state or Internet domain-name registration authority.

4. Notwithstanding the provisions of paragraph 3 herein, the Parties agree that Best Buy and Makabi shall have six (6) months from the Effective Date of this Agreement within

CONFIDENTIAL
FOR ATTORNEYS EYES ONLY

which to sell-off their Inventory of "Edison" branded products, provided that the term "Edison" is removed and/or permanently obliterated from all product packaging, for example, by affixation of a permanent label over each occurrence of the "Edison" name or mark. Makabi and Best Buy shall provide McGraw-Edison with a representative sample of goods evidencing such removal by July 15, 2002. *AUG 1 2002* *[Signature]*

5. Best Buy and Makabi acknowledge that nothing contained in this Agreement shall be construed as granting Best Buy or Makabi a license or any other right, either express or implied, under the Edison Trademarks and Publicity Rights.

6. In the event that Best Buy or Makabi breach any provision of this Agreement, or in the event that any representation or warranty made by Best Buy and Makabi herein is shown to be false or inaccurate:

(a) Such breach shall be deemed to constitute immediate and irreparable harm to McGraw-Edison, and McGraw-Edison shall have the right to seek injunctive relief from a court of competent jurisdiction to enjoin any breach of this Agreement, in addition to any other remedies at law or in equity that McGraw-Edison may have. Best Buy and Makabi expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for injunctive relief for the posting of a bond by McGraw-Edison;

(b) In addition to any and all rights and remedies McGraw-Edison may have hereunder, McGraw-Edison shall have the right to commence an action against Best Buy and/or Makabi for trademark infringement, trademark dilution, and/or infringement of publicity rights under both state and federal laws;

(c) Best Buy and Makabi shall be jointly and severally liable to McGraw-Edison for the amount of its reasonable attorneys' fees and costs, in the event that McGraw-

CONFIDENTIAL
FOR ATTORNEYS EYES ONLY

Edison commences any proceedings or efforts to enforce this Agreement or the Edison Trademarks and Publicity Rights;" and

(d) Best Buy and Makabi shall be jointly and severally liable for damages in the amount of 25% of the retail price of each good sold in violation of this Agreement in addition to any further damages awarded by a court of competent jurisdiction.

7. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.

8. This Agreement may not be modified except in a written instrument signed by all Parties hereto.

9. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10. The Parties agree that this Agreement can be executed in any number of identical counterparts, each of which will be deemed to be an original and will be as effective and binding as if executed as a whole, and by facsimile. Such facsimile signatures shall be viewed as having the same binding force and effect as original signatures.

11. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective agents, heirs, successors, assigns, corporate affiliates, licensees and assigns.

12. This Agreement is the exclusive statement of the Parties' agreement and supersedes all prior agreements, negotiations, representations and proposals as of its date and relating to its subject matter.

CONFIDENTIAL
FOR ATTORNEYS EYES ONLY

Jul 16 02 04:58p

Ben Makabi

07/11/02 18:27 FAX 212 828 5909

OC&F

007

13. This Agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof. All disputes arising from or relating to this Agreement or the subject matter of this Agreement shall be brought in a state or federal court situated in Houston, Texas, and the Parties hereby expressly consent to the exclusive jurisdiction of such courts for all purposes related to resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date above written.

McGRAW-EDISON COMPANY

By: [Signature]
Name: [Signature]
Title: Vice President

BEST BUY IMPORTS

By: PRESIDENT
Name: [Signature]
Title: [Signature]

[Signature]
BEN MAKABI

CONFIDENTIAL
FOR ATTORNEYS EYES ONLY

Agreement

This Agreement is entered into as of 22nd day of August, 2002 (the "Effective Date"), by and between McGraw-Edison Company, a Delaware corporation having a place of business at 600 Travis, Suite 5800, Houston, Texas 77002 ("McGraw-Edison"), and Edison Lighting Fixture Manufacturing Corporation ("Edison Lighting"), a Florida corporation, having an office at 569 West 17th Street, Hialeah, Florida 33010, each are referred to interchangeably herein as a "Party," and collectively as the "Parties" to this Agreement.

WHEREAS, McGraw-Edison owns various intellectual property rights derived from Thomas A. Edison, including rights of publicity for commercial purposes and the trademarks THOMAS A. EDISON and EDISON, including without limitation, U.S. Trademark Registration Nos. 372,127; 409,187; 1,288,874; 1,636,822; 1,644,681; 2,443,841; 2,452,699 and 2,495,399 (the "EDISON Trademarks");

WHEREAS, Edison Lighting has been manufacturing and selling lighting fixtures and related products under the trademarks "Edison Lighting" and "Light Logo" (shown in Exhibit A hereto) and maintains a website and domain name www.edisonltg.com;

WHEREAS, McGraw-Edison has objected to Edison Lighting's use of "Edison Light" and "Light Logo" Trademarks and domain name "edisonltg.com" on grounds that such use constitutes an infringement of the EDISON Trademarks and publicity rights; and

WHEREAS, the Parties desire to resolve this matter in an amicable manner.

NOW, THEREFORE, the Parties agree as follows:

1. Edison Lighting hereby acknowledges McGraw-Edison's ownership of the EDISON Trademarks.
2. Edison Lighting shall within 60 days of the Effective Date of this Agreement change its corporate name to "Edison Lighting Fixture Manufacturing Corporation", and cease further use of its "Light Logo" and the name or mark "Edison" or any name or mark containing "Edison" and file with the Florida Secretary of State such forms as are necessary to effectuate such change of its corporate name.
3. Edison Lighting shall within 45 days of the Effective Date of this Agreement discontinue use of the domain name www.edisonltg.com and any meta tag or title which includes the designation "edison" and shall assign such domain name to McGraw-Edison by Assignment in the form annexed hereto as Exhibit B.
4. Edison Lighting shall within 60 days of the Effective Date of this Agreement remove all signage bearing the "Edison" name from its place of business.

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FOR ATTORNEYS EYES ONLY

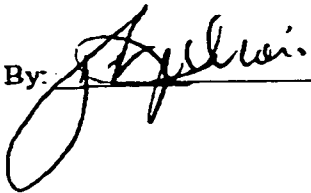
ME03439

5. Edison Lighting shall immediately as of the Effective Date of this Agreement take all reasonable steps to withdraw any advertisements bearing the name "Edison" and to eliminate all references to "Edison" in its telephone white and yellow pages, industry listings, and like publications. This provision shall not require Edison Lighting to "recall" from the marketplace publications which are not within its present possession or control, except to the extent of requiring any reprints or new editions of such publications to eliminate references to "Edison".
6. Notwithstanding any prohibition in this Agreement to the contrary, Edison Lighting shall for a period of ten months from the Effective Date of this Agreement be permitted to sell-off its current stock of products that bear the "Edison" name, provided that such continued use shall be permitted only to the extent that the "Edison" name is permanently affixed to and cannot be reasonably removed from such products.
7. McGraw-Edison will not object to Edison Lighting's use of the trade name "Edsun Lighting Fixture Manufacturing Corporation", a domain name which includes the designation "edsunltg" or of the Light Logo, provided that the Light Logo is modified to change "Edison" to "Edsun". Edison Lighting shall not use the designation "Edsun" alone or in any other way to designate its products separate from the trade name "Edsun Lighting Fixture Manufacturing Corporation" or Light Logo as modified hereunder.
8. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
9. This Agreement may be amended only if such agreement is in writing and is signed by the Parties hereto.
10. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
11. McGraw-Edison hereby releases Edison Lighting and its owners, officers, directors and employees from any and all claims of trademark infringement or unfair competition arising from its use of the name "Edison" for all conduct to the date of this Agreement. Edison Lighting hereby releases and holds McGraw-Edison harmless from any and all claims in this matter.
12. In the event that Edison Lighting breaches any provision of this Agreement, or in the event that any representation or warranty made by Edison Lighting herein is shown to be false or inaccurate:

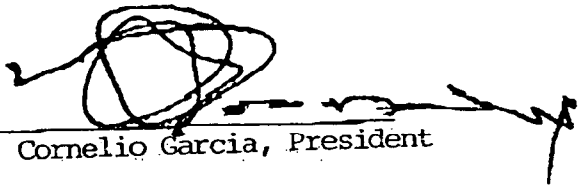
- (a) Such breach shall be deemed to constitute immediate and irreparable harm to McGraw-Edison, and McGraw-Edison shall have the right to seek injunctive relief from a court of competent jurisdiction to enjoin any breach of this Agreement, in addition to any other remedies at law or in equity that McGraw-Edison may have. Edison Lighting expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for injunctive relief for the posting of a bond by McGraw-Edison;
- (b) In addition to any and all rights and remedies McGraw-Edison may have hereunder, McGraw-Edison shall have the right to commence an action against Edison Lighting for trademark infringement, trademark dilution, and/or infringement of publicity rights under both state and federal laws;
- (c) Edison Lighting shall be liable to McGraw-Edison for the amount of its reasonable attorneys' fees and costs, in the event that McGraw-Edison prevails in any proceedings or efforts to enforce this Agreement or the EDISON Trademarks or publicity rights; and
- (d) Edison Lighting shall be liable for damages in the amount of 25% of the retail price of each good sold in violation of this Agreement in addition to any further damages awarded by a court of competent jurisdiction.
13. Each of the Parties shall bear their own attorneys' fees and costs associated with all matters relating to this Agreement.
14. The Parties agree that this Agreement can be executed in any number of identical counterparts, each of which will be deemed to be an original and will be as effective and binding as if executed as a whole, and by facsimile. Such facsimile signatures shall be viewed as having the same binding force and effect as original signatures.
15. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.
16. This Agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof. All disputes arising from or relating to this Agreement or the subject matter of the Agreement shall be brought in a state or federal court situated in Houston, Texas, and the Parties hereby expressly consent to the exclusive jurisdiction of such courts for all purposes related to resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date above written.

McGRAW-EDISON COMPANY

By:  _____

EDISON LIGHTING FIXTURE
MANUFACTURING CORP.

By:  _____
Cornelio Garcia, President

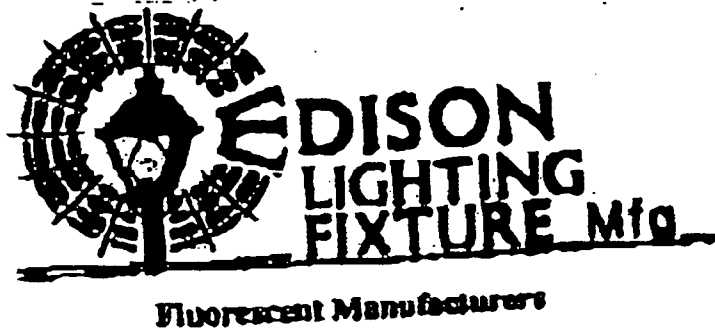


EXHIBIT A

ME03443

EXHIBIT B

ASSIGNMENT OF DOMAIN NAME REGISTRATION

THIS ASSIGNMENT OF DOMAIN NAME REGISTRATION is made on the 22nd day of July 2002 (the "Effective Date"), by and between Edison Lighting Fixture Manufacturing Corporation, a Florida corporation, having a place of business at 569 West 17th Street, Hialeah, Florida 33010 ("Assignor"), and McGraw-Edison Company, a Delaware corporation, having a place of business at 600 Travis, Suite 5800, Houston, Texas 77002 ("Assignee").

WHEREAS, Assignor has registered the domain name "edisonltg.com" (the "Domain Name") with Internet Web0.com (hereinafter "Web0"), and is sole owner of the Domain Name, and

WHEREAS Assignor desires to assign and Assignee desires to acquire the Domain Name and the registration thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in, to and under the Domain Name including the registration thereof.

Assignor further agrees to provide Assignee with any additional information, and to do any and all such things and execute any and all other documents or instruments, and to follow any Web0 procedures required to effectuate the assignment of the Domain Name as provided herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the Effective Date written above.

EDISON LIGHTING FIXTURE
MANUFACTURING CORPORATION

Date:

By: _____
Name:
Title :

McGRAW-EDISON COMPANY

Date:

By: [Signature]
Name: A. Sr. JUCIAN
Title: Vice President

ASSIGNMENT OF DOMAIN NAME REGISTRATION

~~July~~ ^{August} THIS ASSIGNMENT OF DOMAIN NAME REGISTRATION is made on the 22nd day of ~~July~~ 2002 (the "Effective Date"), by and between Edison Lighting Fixture Manufacturing Corporation, a Florida corporation, having a place of business at 569 West 17th Street, Hialeah, Florida 33010 ("Assignor"), and McGraw-Edison Company, a Delaware corporation, having a place of business at 600 Travis, Suite 5800, Houston, Texas 77002 ("Assignee").

WHEREAS, Assignor has registered the domain name "edisonltg.com" (the "Domain Name") with Internet Web0.com (hereinafter "Web0"), and is sole owner of the Domain Name, and

WHEREAS Assignor desires to assign and Assignee desires to acquire the Domain Name and the registration thereof.

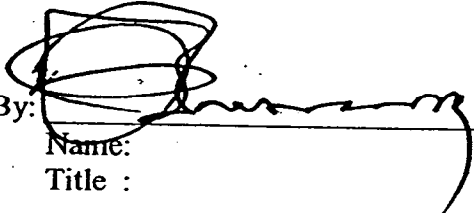
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in, to and under the Domain Name including the registration thereof.

Assignor further agrees to provide Assignee with any additional information, and to do any and all such things and execute any and all other documents or instruments, and to follow any Web0 procedures required to effectuate the assignment of the Domain Name as provided herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the Effective Date written above.

EDISON LIGHTING FIXTURE
MANUFACTURING CORPORATION

Date:

By: 
Name:
Title :

McGRAW-EDISON COMPANY

Date:

By: _____
Name:
Title :



United States Patent and Trademark Office

Home | Site Index | Search | Guides | Contacts | eBusiness | eBiz alerts | News | Help



TTABVUE. Trademark Trial and Appeal Board Inquiry System

Opposition

Number: 91154206

Filing Date: 11/27/2002

Status: Pending

Status Date: 01/04/2003

Interlocutory Attorney: FRANCES S WOLFSON

Defendant

Name: Fisher Hamilton LLCCorrespondence: MICHAEL D. FISHMAN
RADER, FISHMAN & GRAUER, PLLC
39533 WOODWARD AVENUE, SUITE 140
BLOOMFIELD HILLS, MI 48304Serial #: 76385555

Application Status: Opposition Pending

Mark: EDISON

Plaintiff

Name: MCGRAW-EDISON COMPANYCorrespondence: ERIC A. LERNER
OSTRAGER CHONG FLAHERTY & BROITMAN P.C.
250 PARK AVENUE
NEW YORK, NY 10177-0899

Prosecution History

#	Date	History Text	Due Date
12	08/13/2004	<u>SUSPENDED</u>	
11	07/26/2004	<u>P'S MOTION FOR SUSPENSION OF PROCEEDINGS W/CONSENT</u>	
10	06/18/2004	<u>ANSWER</u>	
9	06/09/2004	<u>OTHER FILING</u>	
8	06/09/2004	<u>OTHER FILING</u>	
7	05/19/2004	<u>PROCEEDINGS RESUMED</u>	
6	03/27/2003	<u>SUSPENDED</u>	
5	03/13/2003	<u>DEF'S MOTION FOR EXT OF TIME FOR DEF'S TO ANSWER OR OTHERWISE PLEAD</u>	
4	02/13/2003	<u>D'S MOT FOR EXTEN. OF TIME W/ CONSENT</u>	
3	01/04/2003	PENDING, INSTITUTED	
2	01/04/2003	<u>NOTICE AND TRIAL DATES SENT; ANSWER DUE:</u>	02/13/2003
1	11/27/2002	<u>FILED AND FEE</u>	

Results as of 10/29/2004 10:28 AM

[Back to search results](#)Search: [.HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Doc # 5

CONSOLIDATED EDISON COMPANY OF
NEW YORK, INC.,

Plaintiff,

-against-

EDISON INTERNATIONAL,

Defendant.

97 CIV 7311 (LBS)

**ANSWER AND
AFFIRMATIVE DEFENSES**

ANSWER

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Edison International ("EI") by its attorneys Latham & Watkins and Lyon & Lyon, for its answer to the Complaint ("Complaint") of Consolidated Edison Company of New York, Inc. ("Con Edison") alleges as follows:

1. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 1 of the Complaint.
2. EI denies the allegations set forth in Paragraph 2 of the Complaint.
3. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 3 of the Complaint.
4. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 4 of the Complaint.
5. EI admits that it is a corporation formed and existing under the laws of the State of California and that EI maintains its principal place of business in Rosemead, California. EI further admits that it adopted the name "Edison International" on January 29, 1996. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 5 of the Complaint.

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6. In response to the allegations set forth in Paragraph 6 of the Complaint, EI affirmatively alleges that EI is a holding company and owns, directly or indirectly, all of the common stock of Southern California Edison Company, Edison Mission Energy (formerly Mission Energy Company), Edison Capital (formerly Mission First Financial), Edison Enterprises, Edison EV, Edison Source, and Edison Select. EI further alleges that Edison EV and Edison Source were formed in November 1995; Edison Mission Energy and Edison Capital were renamed in January 1996; Edison Select was formed in May 1995 as Edison Spectrum and renamed in October 1996; and Edison Enterprises was formed in July 1997. EI further alleges that EI has no subsidiary or affiliate named "Edison ESI" but that Edison Services Inc., a subsidiary of Southern California Edison Company, occasionally does business as "ESI" and is sometimes referred to as "Edison ESI." Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 6 of the Complaint.

7. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 7 of the Complaint.

8. In response to the allegations set forth in Paragraph 8 of the Complaint, EI affirmatively alleges on information and belief that Thomas Edison and others formed the Edison Electric Light Company ("EELC") in 1878. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 8 of the Complaint.

9. In response to the allegations set forth in Paragraph 9 of the Complaint, EI affirmatively alleges on information and belief that the Edison Electric Illuminating Company of New York ("EEI") was incorporated in 1880. Except as so expressly admitted or alleged, EI

lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 9 of the Complaint.

10. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 10 of the Complaint.

11. In response to the allegations set forth in Paragraph 11 of the Complaint, EI affirmatively alleges on information and belief that EELC licensed Thomas Edison's technology, and the concomitant ability to use the "Edison" name in connection with the provision of electric utility services, to a multitude of companies across the nation. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11 of the Complaint.

12. In response to the allegations set forth in Paragraph 12 of the Complaint, EI affirmatively alleges that electric utility companies were subject to state and federal regulations and, under such regulations, typically operated as regulated monopolies in different geographic areas. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12 of the Complaint.

13. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13 of the Complaint.

14. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 14 of the Complaint.

15. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15 of the Complaint.

16. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 16 of the Complaint.

17. EI denies the allegations set forth in Paragraph 17 of the Complaint.

18. EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 18 of the Complaint.

19. In response to the allegations set forth in Paragraph 19 of the Complaint, EI affirmatively alleges on information and belief that the Federal Energy Regulatory Commission ("FERC") and several states have passed legislation and/or regulations to introduce competition into the electrical utility industry in their jurisdictions. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 19 of the Complaint.

20. In response to the allegations set forth in Paragraph 20 of the Complaint, EI affirmatively alleges on information and belief that several states, including New York, have passed legislation and/or regulations to introduce competition into the electrical utility industry in their geographic areas. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 20 of the Complaint.

21. In response to the allegations set forth in Paragraph 21 of the Complaint, EI affirmatively alleges on information and belief that opening competition and increasing consumer choice are among the rationales behind deregulation of the electric industry. Except as so expressly admitted or alleged, EI lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 21 of the Complaint.

22. EI denies the allegations set forth in Paragraph 22 of the Complaint.

23. In response to the allegations set forth in Paragraph 23 of the Complaint, EI affirmatively alleges that SCEcorp was renamed Edison International on January 29, 1996 and EI is the holding company of Southern California Edison Company, an electric utility. EI further affirmatively alleges that Edison Mission Energy and Edison Capital were renamed in January 1996; Edison EV and Edison Source were formed in November 1995; Edison Select was formed in May 1995 as Edison Spectrum and renamed in October 1996; and Edison Enterprises was formed in July 1997. EI refers to its 1995 Annual Report for the statements contained therein. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 23 of the Complaint.

24. EI denies the allegations set forth in Paragraph 24 of the Complaint.

25. EI denies the allegations set forth in Paragraph 25 of the Complaint.

26. In response to the allegations set forth in Paragraph 26 of the Complaint, EI affirmatively alleges that EI placed advertisements in The New York Times and other publications and admits that two such advertisements are attached as Exhibits A and B to the Complaint. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 26 of the Complaint.

27. In response to the allegations set forth in Paragraph 27 of the Complaint, EI affirmatively alleges that EI's shares are traded on the New York Stock Exchange under the EIX symbol and that EI has used certain of its trademarks generally in the financial business community. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 27 of the Complaint.

28. In response to the allegations set forth in Paragraph 28 of the Complaint, EI affirmatively alleges that the Edison International name as well as the names of EI's subsidiaries appear on EI's website on the Internet. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 28 of the Complaint.

29. In response to the allegations set forth in Paragraph 29 of the Complaint, EI affirmatively alleges that EI was aware that plaintiff Con Edison was an electric utility serving New York City under the name Consolidated Edison Company of New York, Inc. Except as so expressly admitted or alleged, EI denies the allegations set forth in Paragraph 29 of the Complaint.

30. EI denies the allegations set forth in Paragraph 30 of the Complaint.

31. EI denies the allegations set forth in Paragraph 31 of the Complaint.

32. EI denies the allegations set forth in Paragraph 32 of the Complaint.

33. EI denies the allegations set forth in Paragraph 33 of the Complaint.

FIRST CLAIM FOR RELIEF

False Designation, Description and Representation under § 43(a) of the Lanham Act

34. In response to the allegations set forth in Paragraph 34 of the Complaint, EI repeats and realleges its answers to Paragraphs 1 through 33 of the Complaint as if fully set forth herein.

35. EI denies the allegations set forth in Paragraph 35 of the Complaint.

36. EI denies the allegations set forth in Paragraph 36 of the Complaint.

SECOND CLAIM FOR RELIEF

Common Law Unfair Competition

37. In response to the allegations set forth in Paragraph 37 of the Complaint, EI repeats and realleges its answers to Paragraphs 1 through 33 of the Complaint as if fully set forth herein.

38. EI denies the allegations set forth in Paragraph 38 of the Complaint.

THIRD CLAIM FOR RELIEF

Common Law Service Mark and Trade Name Infringement

39. In response to the allegations set forth in Paragraph 39 of the Complaint, EI repeats and realleges its answers to Paragraphs 1 through 33 of the Complaint as if fully set forth herein.

40. EI denies the allegations set forth in Paragraph 40 of the Complaint.

FOURTH CLAIM FOR RELIEF

New York's Antidilution Statute

41. In response to the allegations set forth in Paragraph 41 of the Complaint, EI repeats and realleges its answers to Paragraphs 1 through 33 of the Complaint as if fully set forth herein.

42. EI denies the allegations set forth in Paragraph 42 of the Complaint.

AFFIRMATIVE DEFENSES

43. EI, by its attorneys Latham & Watkins and Lyon & Lyon, alleges in support of its affirmative defenses, on information and belief, except on personal knowledge where stated, as follows:

Preliminary Statement

44. Many utilities across the United States operate under tradenames that contain the name "Edison" in combination with other words. These corporate identities were established in the decades-long era of regulated electric utility monopolies. Recently, however, there has been a nationwide change in energy policy and rapid movement toward deregulation, and demonopolization, of the generation and supply of electric power. This movement has already reached California, where EI's predecessor companies have been known as "Edison" for nearly a century. New York, the home of Con Edison, is on a five-year path toward complete deregulation of electric power. Thus, we are entering an era in which affiliates of Con Edison and EI do and will compete directly.

45. In supervising the dismantling of regional electric utility monopolies and paving the way toward competition, state public service and public utility commissions, including New York's Public Service Commission ("PSC") and California's Public Utility Commission ("CPUC"), are considering various measures to introduce competition into the marketplace, including restrictions on the manner in which the utilities may legitimately use their tradenames and trademarks to market new services and products and on the manner in which affiliate companies can also legitimately use the tradenames and trademarks to market services and products. EI presently is engaged in proceedings before the CPUC to determine the manner in which it may compete in California under its tradenames and trademarks. Con Edison is similarly engaged in proceedings before the New York PSC.

46. Among the strongest and most significant of Con Edison's actual and potential competitors in the deregulated environment is EI, the parent company of Southern

California Edison Company and its unregulated affiliates. Con Edison has engaged in a pattern of predatory activities, including the flouting of the requirements of the New York PSC with respect to the manner in which Con Edison has used its tradename in the deregulated environment, a concerted effort to orchestrate a horizontal anticompetitive arrangement among its actual and potential competitors with respect to the continued use of the Edison names, and the deliberate attempt to prevent consumers from understanding the identity of and selecting among major competitors using the "Edison" name in the New York and other interstate markets.

Historical Use of the Edison Name in Connection with Electric Utility Service

47. In 1878, Thomas Alva Edison and a group of investors established the EELC to develop an electrically powered lighting source. EELC, the predecessor to General Electric, owned all the patents to the Edison system. In order to use the Edison technology, it was necessary for a company to receive a license from EELC. Under this system, many electric utility companies, including EELC subsidiaries, sought and received exclusive licenses from EELC for their geographic areas.

48. Along with a license to use the patented technology, the licensees were permitted, but not required, to use the "Edison" name in and as part of their company name. Thus, a variety of electric utility companies in different geographic locations across the country have legitimately and concurrently used the "Edison" name in connection with the provision of electric energy since the late 1800's (hereinafter, the "Edison Utilities"). Each of the Edison Utilities traces its use of "Edison" back to the first use in commerce and interstate commerce of the "Edison" name by EELC.

49. In 1894, a group of financiers organized the Los Angeles Edison Electric Company ("LAEEC") to obtain a license from General Electric to use the "Edison" name and patented technology in the Los Angeles area. In 1897, the West Side Lighting Company discovered that it was unable to use Edison's technology due to LAEEC's prior and exclusive Southern California rights. The two parties negotiated, and, as a result, the Edison Electric Company of Los Angeles was formed in 1897, consolidating the West Side Lighting Company and LAEEC.

50. In 1909, Southern California Edison Company was organized to acquire Edison Electric Company of Los Angeles, along with other pioneer electric companies operating in California. Southern California Edison Company divested its gas properties and expanded its electric and steam businesses through acquisitions and new construction. In 1988, SCEcorp was formed as the holding company of Southern California Edison Company and its unregulated affiliates. SCEcorp's unregulated affiliates have conducted business across the United States and internationally. Southern California Edison Company currently supplies electricity to approximately ten million people in southern, coastal and central California, making it the second-largest, investor-owned electric utility company in the country.

Deregulation of the Electric Utility Industry

51. Since the early 1900's, electric utility companies, including the Edison Utilities, have generally operated as regulated entities within the limited geographic areas they were licensed to serve under federal and state regulations. In large part, these utility companies provided electricity to their customers without competition from other electric service providers.

52. In the early 1990's, FERC decided to allow deregulation in the electric industry at the wholesale and interstate level. Shortly thereafter, state regulatory agencies began to address deregulation at the retail consumer level in their jurisdictions.

53. In December 1995, the CPUC voted to deregulate its electric power industry by January 1, 1998. In September 1996, the State of California enacted AB 1890 to provide a transition to a competitive market structure. This legislation substantially adopted the CPUC December 1995 restructuring decision. California will thus be the first state to fully deregulate its electric utility industry by permitting competition at the retail level for all consumers. In New York, home of Con Edison, retail competition will be introduced in phases beginning June 1, 1998.

54. Eleven other states also have adopted final regulations introducing some form of competition in the electric utility industry, including Arizona, Maine, Massachusetts, Michigan, Montana, Nevada, New Hampshire, Oklahoma, Pennsylvania, Rhode Island and Vermont. In Massachusetts, home of both Boston Edison and Eastern Edison, the Department of Public Utilities issued its final restructuring plan, which includes the start of retail competition in 1998. In Michigan, home of Detroit Edison and Edison Sault Electric, the Public Service Commission in June 1997 ordered retail access to begin in 1998 with 2.5 percent of load, with 2.5 percent more added each year through January 2001. In January 2002, all customers in Michigan will be given direct access capability. In Pennsylvania, home of Metropolitan Edison, restructuring legislation has been enacted that will phase in retail competition for all customers by 2001.

55. In addition, many other states are considering some form of deregulation. For instance, in Illinois, home of Commonwealth Edison, the state legislature is considering four restructuring bills with start dates ranging from May 1998 to 2000. In Maryland, home of the Potomac Edison Company, the Public Service Commission issued a staff report in May 1997 proposing full retail competition by 2002. In Ohio, home to both Ohio Edison and Toledo Edison, the Public Utilities Commission adopted final rules for a pilot program to test sales of electricity to groups of customers.

56. The intent of this nationwide trend of deregulation is to allow competition in the generation and sale of electric energy, to increase consumer choice of supplier and service company and ultimately to reduce prices for electric energy. The eventual result will be that electric companies will be able to compete in a variety of businesses for customers on a national, and perhaps international, scale.

EI's Adoption and Use of the Edison International Name

57. In anticipation of competition on a national and international basis, EI's predecessor SCEcorp conducted a review of its corporate identity in the marketplace. EI believed that the SCEcorp name did not accurately reflect the scope of the company's activities, was geographically limiting, and was not favorably received in the financial markets.

58. Market research revealed that the public made little distinction between SCEcorp, the parent company, and Southern California Edison Company, the operating utility, and that the public and press referred to both companies as "Edison." Thus, the goodwill and reputation of SCEcorp and Southern California Edison Company were related to the historical uses of the "Edison" name by SCEcorp and its affiliated companies.

59. SCEcorp decided to ready itself for national and international competition and to increase its recognition as an international company in the financial markets through a corporate identity change. One of SCEcorp's affiliates had become a leading independent power producer and had become very well known at the international level. This affiliate, Edison Mission Energy (until January 1996 "Mission Energy Company"), is one of the leading independent power production companies in the world with over 50 projects worldwide. Selection of the "Edison International" name for SCEcorp naturally flowed from the reputation and goodwill built up from EI's one hundred year old identity as "Edison" and was intended to capitalize on Edison Mission Energy's success and indicate the growing international nature of the SCEcorp's businesses.

60. In addition to EI, a number of other utility companies continue to use the "Edison" name, including: Boston Edison Company, plaintiff Consolidated Edison Company of New York, Commonwealth Edison, The Detroit Edison Company, Eastern Edison Company, Metropolitan Edison Company, Edison Sault Electric Company, The Potomac Edison Company, Ohio Edison Company and Toledo Edison Company. All of these companies are now in actual or potential competition with one another.

61. Research revealed that these other Edison Utilities had not federally registered their names or marks, had used their marks only in limited geographic areas, and had used the "Edison" name with other distinguishing words. Research also showed a trend in these companies away from using the "Edison" name. For example, in 1995, Commonwealth Edison announced its new identity as "ComEd" and is currently offering products and services under the ComEd mark. Detroit Edison announced the formation of a new holding company named DTE

Energy Co. and is currently using the mark "DTE Edison America." Plaintiff Con Edison, when it first established unregulated subsidiaries, did not use the "Edison" name but rather named its only two subsidiaries ProMark Energy, Inc. and Gramercy Development, Inc.

62. Research also disclosed that the "Edison International" name was available. Because EI had learned that McGraw-Edison at one time may have used "Edison International" and had other federal trademark registrations incorporating the word "Edison," however, EI contacted Cooper Industries, the parent company of McGraw-Edison, prior to filing its trademark applications. Cooper Industries did not object to EI's proposed use of "Edison International" or EI's other marks and agreed to cooperate wherever necessary to allow EI to register its marks in the United States and abroad.

63. Shortly thereafter, in April 1995, EI filed an Intent to Use Application in the United States Patent and Trademark Office for the mark "Edison International," which was published for opposition in the Trademark Gazette in December 1995. At around this time, EI filed applications for a number of other marks as well, including Edison Capital, Edison Mission Energy, Edison EV, Edison Source, Edison OnCall, and Edison's Home Energy Loan Program.

64. Detroit Edison filed opposition proceedings against four of the applications filed by EI, including Edison International. The parties engaged in productive discussions regarding their use of marks incorporating the Edison name. On May 29, 1997, EI and Detroit Edison reached a settlement agreement which permitted each party to continue to incorporate the "Edison" name in their marks in direct competition across the United States. In fact, Detroit Edison is currently selling products in Southern California under the name DTE Edison America.

65. No other entity filed timely oppositions to EI's initial trademark applications, and the opposition periods for those applications are now closed. In fact, Edison EV was registered, and EI received notices of allowance for Edison Capital and Edison Mission Energy, and expects to receive notices of allowance for the others shortly.

66. On January 29, 1996, EI further publicized its new corporate identity, which included not only the new name but also a new logo to be used with all affiliated companies, in a national announcement. John E. Bryson, chairman and CEO of EI, stated that "Our new corporate identity signifies our proud heritage and readiness to compete successfully in a restructured utility environment while building shareholder value through local, regional, national and international business opportunities." Significant media events were held in Los Angeles, New York, and the District of Columbia, and media was purchased in New York and national publications including The New York Times, the Wall Street Journal, and CNN. The costs associated with roll out of the new identity totaled approximately \$10.3 million.

67. As part of EI's strategy for competition in the deregulated environment, two existing EI affiliates, Mission Energy and Mission First Financial, both formed approximately ten years ago, were renamed Edison Mission Energy and Edison Capital, respectively, on January 29, 1996. Edison Enterprises was formed in July 1997 as the holding company for the other existing affiliates, Edison EV, Edison Source and Edison Select.

68. Southern California Edison Company, the regulated utility subsidiary, currently supplies electricity to approximately ten million people in southern, coastal and central California, making it the second-largest, investor-owned utility company in the country.

69. Edison Mission Energy specializes in the development, acquisition, construction, management and operation of independent power production ("IPP") facilities. Edison Mission Energy is one of the world's leading IPP developers with more than 60 projects all over the world. Edison Mission Energy was incorporated about ten years ago to take advantage of the developing market for cogeneration energy following the 1987 Utility Act. One of Edison Mission Energy's projects is the Brooklyn Navy Yard Cogeneration Plant at the Brooklyn Navy Yard Industrial Park. All of the power generated from that facility, other than host loads, is sold to Con Edison by contract.

70. Edison Capital provides capital and financial services to support the growth of energy and infrastructure projects, products and services both domestically and internationally. Established in 1987, Edison Capital has a diversified investment portfolio of more than \$1 billion. Edison Capital is also one of the country's most active corporate investors in affordable housing projects. Edison Capital has a three person staff located in New York City, is listed in the New York telephone directory, and is involved in a variety of projects in the area.

71. Edison EV provides installation of charging equipment for electric vehicles. It was created to meet the needs of public charging, fleet charging, recharging and residential electric vehicle owners. Edison EV currently contracts with vehicle manufacturers such as Saturn and Honda.

72. Edison Source is an unregulated energy service company ("ESCO") which provides three key areas of service: energy efficiency services, environmental consulting, and energy marketing. Edison Source was formed to help businesses and governments across

North America evaluate their energy needs and help them to make optimal decisions for lower energy costs and improved productivity.

73. Edison Select offers mass market retail consumer products and services, including electric and appliance repair, computer repair, internet access and home security services.

74. EI is presently engaged in proceedings before the CPUC to determine the manner in which EI and its affiliates will compete in California under their tradenames and trademarks. In this proceeding, two commissioners have taken the position that any use of the utility's name by the holding company or its unregulated affiliates raises competitive concerns. EI is subject to competition, however, from numerous third parties, both in-state and out-of-state, using the name "Edison" in connection with energy related products and services. For instance, Detroit Edison is offering products to residential customers in Southern California under the name "DTE Edison America." EI has taken the position that such competition should be permitted and that the public should be fully informed as to the association or lack of association between these companies and of the availability of products and services from all competing Edison companies.

Conduct by Con Edison Prior to Deregulation

75. Until recently, Con Edison took no action to impede lawful competition under the "Edison" name in New York or elsewhere. For example, Con Edison took no action in opposition to EI's original trademark application for Edison International, which was published for opposition in December 1995. Con Edison also did not file oppositions to EI's applications to register Edison Capital, Edison Mission Energy, Edison EV, Edison Source, Edison OnCall, or

Edison's Home Energy Loan Program, and the opposition periods for such applications have since closed.

76. Con Edison, with full knowledge of EI's name change and the fact that EI was expending major resources and money to position itself as a competitor in the national and state marketplaces under the "Edison International" name and under the names of its subsidiaries, took no action against and never contacted EI to express any concern regarding the name change or EI's branding strategy, despite EI's clear intent to use the marks on a national basis. In fact, Con Edison has dealt extensively with an Edison Mission Energy subsidiary with regard to the Brooklyn Navy Yard Cogeneration Plant before the deregulation in New York. In addition, Edison Source will serve as a power marketer in connection with approximately one megawatt of power from that plant.

77. Numerous third parties in Con Edison's service area, adjacent areas and nationwide use the "Edison" name (and variants on that name) in connection with the sale of products and services similar to those offered by Con Edison (including the recent adoption of the name "Com Ed" by Commonwealth Edison). Many more third parties use the "Edison" name in connection with unrelated products and services in Con Edison's service area, adjacent areas, and nationwide. Many of these third parties have registered trademarks in the name. Upon information and belief, Con Edison has never taken any action to oppose the use of the "Edison" name by a third party and has never opposed a third party's application to register a trademark that included the "Edison" name.

Anticompetitive Conduct by Con Edison Since Deregulation

78. As alleged in its Complaint, Con Edison is a monopoly in the market for producing and supplying electric energy in New York City and Westchester County. As such, said monopoly affects and is part of interstate commerce -- to wit, the national market for energy production and supply of energy related products and services -- and is a relevant submarket for the production and supply of electric energy, products and services nationwide. Said nationwide market is further composed of a number of additional relevant submarkets in which the various regional utilities have historically operated across the nation (hereinafter, said national and regional markets are referred to as "relevant markets").

79. On May 20, 1996, the New York PSC issued an order directing Con Edison to file a rate/restructuring plan consistent with the New York PSC's policy and vision for effective competition in the energy generation and energy services sectors, reduced prices and increased consumer choice of energy supplier and service company.

80. After many months of negotiations, meetings, procedural conferences, and the like, including consideration of Con Edison's original proposed agreement dated March 12, 1997, the New York PSC approved an Agreement and Settlement (the "PSC Settlement") on September 10, 1997, and issued an order adopting the PSC Settlement on November 3, 1997 (the "PSC Order"). In the PSC Settlement, Con Edison agreed to introduce retail competition in phases, beginning June 1, 1998, and divest fifty percent of its generating capacity in New York City.

81. Pursuant to the PSC Settlement, Con Edison also agreed to abide by specifically enumerated Standards of Competitive Conduct designed to ensure a level playing

field for present and future competitors, including competition from the other Edison Utilities under their own tradenames and trademarks. Under the Standards of Competitive Conduct, Con Edison's unregulated affiliates are properly permitted to use the same name and/or marks as Con Edison. Con Edison, however, is prohibited from falsely representing that any special advantage will accrue to any customer, supplier or third party simply by virtue of the affiliation. For instance, Con Edison cannot state that a customer will receive better delivery or other services from the regulated utility if it purchases its electric power from Con Edison's ESCO.

82. Despite the stated intent of the New York PSC to introduce competition into the market for producing and supplying electric energy in New York City and Westchester County, and Con Edison's agreement to take the required actions to effectuate that intent under the PSC Settlement, Con Edison has taken several steps specifically intended to mislead consumers and to unfairly inhibit EI and other actual and potential out-of-state and in-state competitors from entering its market and competing with it in the other relevant markets. It has also sought to prevent consumers from distinguishing and selecting among competitors in the energy related services and product markets, including the Edison utilities which are among the most significant competitors to Con Edison in the relevant markets.

83. In furtherance of its willful scheme to unfairly inhibit competition in the relevant markets, Con Edison has willfully violated the Standards of Competitive Conduct in the PSC Settlement by, among other things, placing advertisements in The New York Times and the Wall Street Journal which misrepresented the nature of its continuing relationship with its unregulated affiliates and stated: "With so many unfamiliar names out there, it's nice to know

one thing stays the same. Con Edison Solutions and Con Edison Development will still offer the unrivaled reliability of Con Edison itself.”

84. On October 20, 1997, a group of energy marketers and public interest groups, in a formal complaint filed with the New York PSC, accurately charged that such advertising by Con Edison violates the New York PSC Standards of Competitive Conduct. The complaint states that: “The ink is not yet dry on the Con Edison settlement agreement just approved by the commission, and already problems are emerging with the company’s attempt to exploit the use of its name in affiliation with its newly unregulated marketing affiliates, Con Edison Solutions and Con Edison Development.” As stated in the complaint, the clear message of the Con Edison advertisements “is that dealing with affiliates assures better reliability within the Con Edison service territory than would otherwise be available from competitors. This ad is highly misleading, and violates both the spirit and letter of the standards of conduct.”

85. Despite failing to take action against any of EI’s “Edison” trademark applications prior to the PSC Order, Con Edison filed oppositions to EI’s later applications to register Edison Powerlink and Edison AGTAC on January 22, 1997 and July 9, 1997, respectively. Such oppositions are vexatious and filed in bad faith as evidenced by Con Edison’s total failure to pursue such oppositions in accordance with the rules of the United States Patent and Trademark Office or to respond to legitimate discovery demands therein prior to the PSC Order.

86. In the face of actual and potential competition from EI, and with full knowledge of EI’s branding strategy and EI’s various trademarks and tradenames incorporating the name “Edison,” Con Edison’s unregulated subsidiaries changed their names from ProMark

Energy, Inc. and Gramercy Development, Inc. to Consolidated Edison Solutions and Consolidated Edison Development, respectively, on September 24, 1997, mere days before filing this lawsuit. In doing so, Con Edison and its affiliates are intentionally copying EI's branding strategy in furtherance of Con Edison's unlawful attempt to hinder or inhibit EI from entering into Con Edison's traditional market or other relevant markets or submarkets with its own unique "Edison" brand name and to prevent consumers from distinguishing among and selecting among affiliates of the competing Edison utilities.

87. Upon information and belief, Con Edison also contacted the other Edison Utilities in furtherance of an unlawful scheme to monopolize and attempt to monopolize and attempted to engage in an unlawful combination or conspiracy with its horizontal actual or potential competitors whereby each company would limit its ability and attempt to limit EI's ability to compete under the "Edison" names.

88. Through its conduct, Con Edison is attempting unfairly to impair competition and to prevent consumers from selecting among competing Edison utilities in the New York markets and to deprive consumers of knowledge of the corporate origins and relationships of these competing companies. It is attempting unfairly and unlawfully to perpetuate itself with consumers as the only "Edison" entity in the relevant markets in New York providing electrical products and services.

89. In furtherance of its scheme, Con Edison, has used its trademark to misrepresent the nature of the relationship between its regulated and unregulated corporate entities. It has also sought to perpetuate the false perception in the minds of New York

consumers that it is the only "Edison" company with electric utility affiliates in the New York market.

90. Also in furtherance of its scheme, Con Edison has stated its intent to foreclose legitimate competition and now alleges in bad faith in this lawsuit that on a nationwide basis "the use of the 'Edison' name in a corporate name for any company offering energy-related products and services will inevitably confuse consumers who have over the past century come to associate 'Edison' with Con Edison and its predecessor companies." Con Edison has been aware of and acquiesced in multiple third party uses and uses by EI and its predecessors of the "Edison" name in connection with energy related products and services for more than one hundred years.

FIRST AFFIRMATIVE DEFENSE

91. Con Edison's claims are barred by the doctrine of trademark misuse.

SECOND AFFIRMATIVE DEFENSE

92. Con Edison's claims are barred by the doctrines of unclean hands and bad faith conduct.

THIRD AFFIRMATIVE DEFENSE

93. Con Edison's claims are barred, in whole or in part, by laches.

FOURTH AFFIRMATIVE DEFENSE

94. Con Edison's claims are barred, in whole or in part, by waiver.

FIFTH AFFIRMATIVE DEFENSE

95. Con Edison's claims are barred, in whole or in part, by estoppel.

SIXTH AFFIRMATIVE DEFENSE

96. Con Edison's claims are barred, in whole or in part, by acquiescence.

SEVENTH AFFIRMATIVE DEFENSE

97. Con Edison's claims are barred, in whole or in part, by the applicable statute of limitations.

EIGHTH AFFIRMATIVE DEFENSE

98. Con Edison's claims fail, in whole or in part, to state a claim upon which relief can be granted.

PRAYER FOR RELIEF

WHEREFORE, EI respectfully requests:

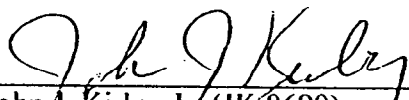
- A. Judgment dismissing the claims set forth in the Complaint;
- B. Costs and attorneys' fees; and
- C. An award of such other relief in law or equity as this Court may

deem just and proper.

Dated: New York, New York
November 19, 1997

Respectfully submitted,

LATHAM & WATKINS

By 
John J. Kirby, Jr. (JK 9699)
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March 22, 1999

BLYTHE D. WATTS (1888-1984)
DANIEL J. SAMMON (1934-1991)
JAMES T. HOFFMANN (RETIRED)

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MATTHEW C. FAGAN
JENNIFER NOCK HINTON
PETER R. HAGERTY*

*NOT ADMITTED IN OHIO

OF COUNSEL
THOMAS E. FISHER
ROBERT P. WRIGHT

FILE NO:

15-166

Assistant Commissioner
for Trademarks
BOX NEW APP, FEE
2900 Crystal Drive
Arlington, VA 22202-3513

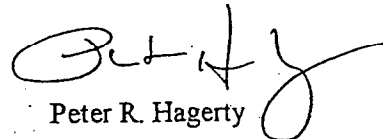
Dear Sir:

Enclosed are the following:

1. An application for the service mark LEDISON in International Class 9.
2. A Declaration and Power of Attorney.
3. A trademark drawing.
4. Three facsimiles or specimens for each class.
5. The requisite Patent and Trademark Office filing fee in the amount of \$245.00 to cover the cost of the application for registration in one class.

Please charge any additional fees, or credit any overpayment, to Deposit Account No. 23-0630.

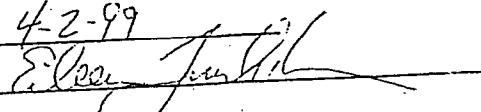
Very truly yours,



Peter R. Hagerty

PRH/esz
Encls.

I hereby certify that this paper is being deposited with the
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By: 

MULE-00142

WATTS, HOFFMANN, FISHER & HEINKE CO., L.P.A.
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Date 04/02/99

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MULE-00143

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK DIVISION

Mark: LEDISON

Int. Class: 9

Docket No.: 15-166

Watts, Hoffmann, Fisher & Heinke Co., L.P.A.
1100 Superior Avenue, Suite 1750
Cleveland, Ohio 44114-2518
Telephone (216) 241-6700
Facsimile (216) 241-8151

Assistant Commissioner for Trademarks
Box NEW APP (FEE)
2900 Crystal Drive
Arlington, VA 22202-3513

STATEMENT

MULE LIGHTING, INC., a corporation of the state of Rhode Island, having an office and place of business at 325 Valley Street, Providence, Rhode Island 02908, has adopted and is using the mark shown on the accompanying drawing for:

LIGHT EMITTING DIODES AND LIGHT EMITTING DIODE DISPLAYS, in International Class 9, and requests that the mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946.

The mark was first used in connection with the goods since December, 1998; was first used in Interstate Commerce since December, 1998; and is now in use in such Commerce.

The mark is used by placing it on the goods, by casting, molding, stamping, or directly imprinting thereon, by use on tags or labels affixed to the goods, or on the containers in which they are shipped, or when such placing is impractical on documents associated with the goods or their sale, or in displays associated with the goods. Three (3) facsimiles or specimens showing the mark as actually used are presented herewith for each class.

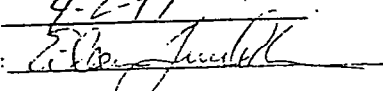
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MULE-00144

on

4-2-99

by




DECLARATION AND POWER OF ATTORNEY

Robert P. Cross, states that: He/She is President of the applicant corporation and is authorized to execute this declaration on behalf of said corporation, he believes said corporation to be the owner of the mark sought to be registered; to the best of his knowledge and belief, no other person, firm, corporation or association has the right to use said mark in commerce, either in the identical form or in such near resemblance thereto as to be likely, when applied to the goods of such other person, to cause confusion or to cause mistake, or to deceive; and he is authorized to appoint and hereby appoints the lawyers associated with WATTS, HOFFMANN, FISHER & HEINKE CO., L.P.A., namely T.E. Fisher, L.L. Heinke, J.G. Watterson, L.J. Raney, J.R. Hlavka, S.J. Schultz, G.L. Pinchak, R.A. Sharpe, P.A. Serbinowski, M.C. Fagan and J. Nock Hinton, (members in good standing of the Bar of the State of Ohio) and P.R. Hagerty (member in good standing of the Bar of the State of Massachusetts), whose post office address is 1100 Superior Avenue, Suite 1750, Cleveland, Ohio 44114-2518 (telephone: 216-241-6700) to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith and to receive the Certificate of Registration; and all statements made herein of his own knowledge are true and all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

MULE LIGHTING, INC.

Date: 3/5/99


By: Robert P. Cross,
Title: President

MULE-00145

LEDison
LED Lamps Model #: _____

LEDison
LED Lamps Model #: _____

Applicant: Mule Lighting, Inc.
325 Valley Street
Providence, Rhode Island 02908

Date of First Use: Since December, 1998
Date of First Use in Interstate Commerce: Since December, 1998

Goods: LIGHT EMITTING DIODES AND LIGHT EMITTING DIODE DISPLAYS,
in International Class 9

Attorneys: WATTS, HOFFMANN, FISHER & HEINKE
1100 Superior Avenue, Suite 1750
Cleveland, Ohio 44114-2518
Our Docket No. 15-166

LEDISON

MULE-00147

LED LIGHT SOURCE LAMPS

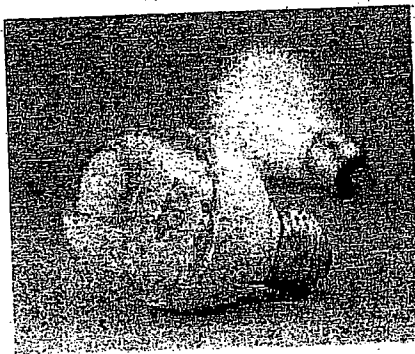


LEDison SERIES

Energy Efficient
Long Life

The LEDison SERIES of LED lamps is a breakthrough design. Now energy conservation is possible for most forms of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Often used in Indicator, Task, Medical and Marine applications. Be the first in your industry.

**** LET MULE DESIGN A LAMP FOR YOUR NEEDS ****



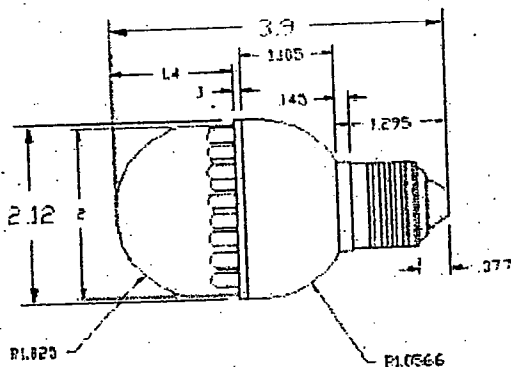
BENEFITS & FEATURES

- Replaces incandescent bulbs
- Long life reliability
- 110-130 VAC (call for other voltages)
- 360° Visibility
- Rugged thermoplastic housing
- Even illumination
- Reduce's maintenance – fewer lamp changes
- Edison E-26 base (standard socket)

LEDison SERIES LED lamps are available in a number of colors and color combinations. Special high abuse versions, with a sealed circuit board design, are available for the most extreme applications. Mule personnel are always available to work with customers on any special requirements.

(PATENTS APPLIED FOR)

DIMENSIONAL DRAWING



**BULB WEIGHT: 2OZ.
PACKAGING: 12 PER CASE**

ORDERING INFORMATION

STANDARD APPLICATIONS

Model	Color	Voltage*	Visibility	Wattage
LIL0001-A	AMBER	110-130	360°	1.6
LIL0002-R	RED	110-130	360°	1.1
LIL0003-G	GREEN	110-130	360°	1.9
LIL0004-B	BLUE	110-130	360°	1.2
LIL0005-W	WHITE	110-130	360°	1.1

HIGH ABUSE APPLICATIONS**

Model	Color	Voltage*	Visibility	Wattage
HALIL0001-A	AMBER	110-130	360°	1.6
HALIL0002-R	RED	110-130	360°	1.1
HALIL0003-G	GREEN	110-130	360°	1.9
HALIL0004-B	BLUE	110-130	360°	1.2
HALIL0005-W	WHITE	110-130	360°	1.1

- * Voltage levels can effect lamp brightness. 220-277V Available.
- ** Internal components are sealed against vibration and shock.



EZ-Spec™ interactive specification sheets are located at www.lightworld.com/ledison.htm

MULE-00148

Applicant: Mule Lighting, Inc.
325 Valley Street
Providence, Rhode Island 02908

Date of First Use: Since December, 1998
Date of First Use in Interstate Commerce: Since December, 1998

Goods: LIGHT EMITTING DIODES AND LIGHT EMITTING DIODE DISPLAYS,
in International Class 9

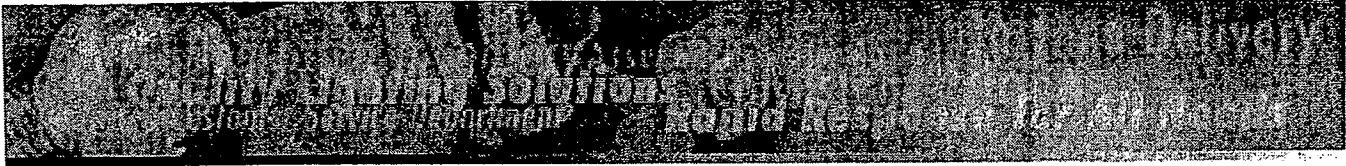
Attorneys: WATTS, HOFFMANN, FISHER & HEINKE
1100 Superior Avenue, Suite 1750
Cleveland, Ohio 44114-2518
Our Docket No. 15-166

LEDISON

MULE-00149

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COMPANY INFO OUR CATALOG SALES REPS TECHNICAL SUPPORT INDUSTRY LINKS CONTACT



The Mule Battery Company was founded in 1923 with two thoughts in mind- to provide quality products and to back them with exemplary customer service. For nearly 80 years now, we have grown and prospered by aggressively pursuing these objectives- meeting the needs of our industry and developing products that serve our customers well.



Classic Series

Our business began with the development of innovative, communication grade batteries. These were products with quality built in, backed by full customer service that was decades ahead of its time. (You can still see from our logo that they "kicked like a mule.")

Enter Zip Code
to locate Rep

Search

Over the years, as the market expanded rapidly, we saw the need for a supplier also able to provide complete lighting equipment and systems. In 1970, Mule responded to that need by acquiring a high-quality manufacturer of emergency lighting equipment, Litecor, and becoming Mule Lighting, Inc.



LED-Flex™

The LED Substitute for Neon
Lighting.

The synergistic combination of technical expertise and marketing know-how produced by that acquisition has led to many more innovative product developments by Mule Lighting, Inc. Today, our catalog showcases a broad line of lighting products (including emergency and exit, compact fluorescent, commercial and industrial lighting) and a range of battery products. Most recently, Mule's innovation has resulted in the design and development of an extensive new product line, an array of solid state LED lamps for a wide range of applications, from exit fixtures and emergency lighting units to decorative, accent and general purpose lighting.

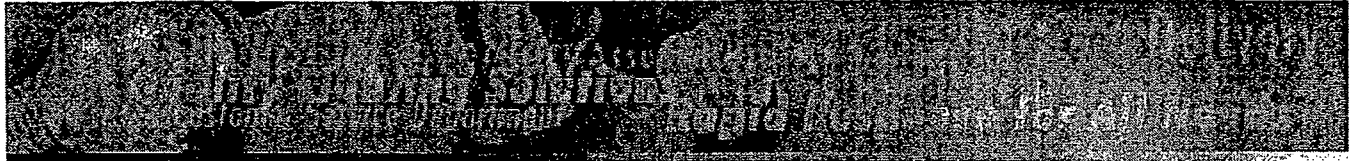


NFPA Life Safety Code

Today Mule is enjoying unparalleled success as a well-established company with well over seventy years of battery manufacturing experience and more than thirty years of involvement with emergency lighting. We still retain sole source responsibility for the design, complete manufacture, sales, and service of all our products. Best of all, we still follow those tenets upon which we were founded- to manufacture quality products and back them with

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Classic Series

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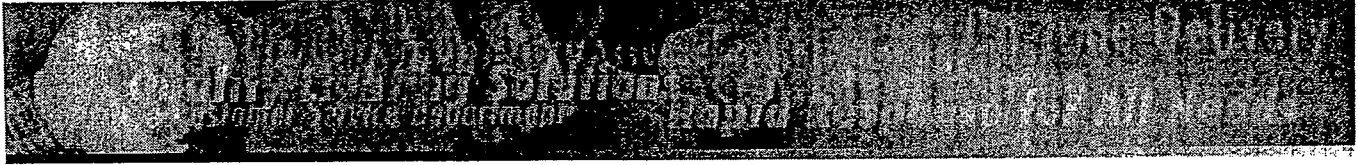
exemplary customer service. We trust your experience with Mule will find this to be true.

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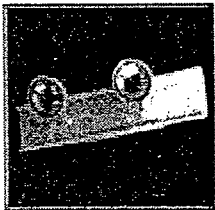
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C Series



Quick-Fit Series

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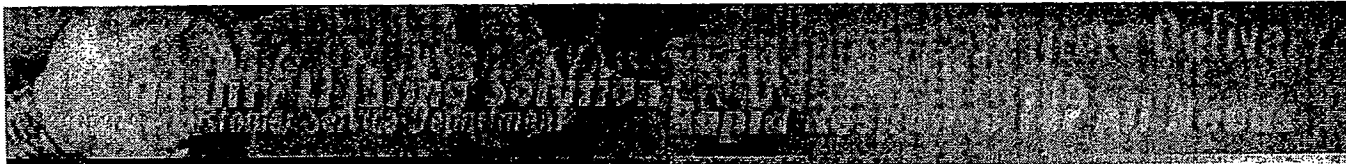
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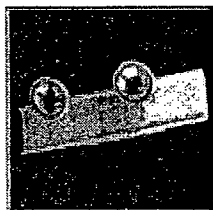
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C Series



Spring-Twister Series

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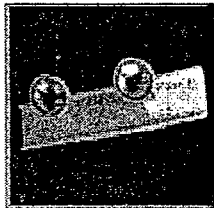
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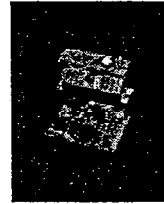
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C Series



Smartest Self-Diagnostics

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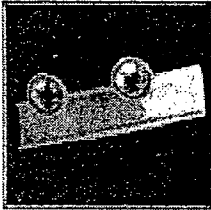
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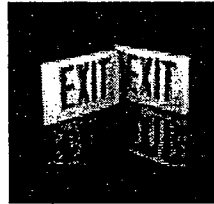


Select your LED Exit Signs product to view more information.

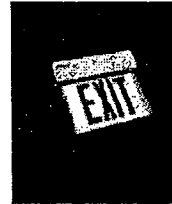


C Series

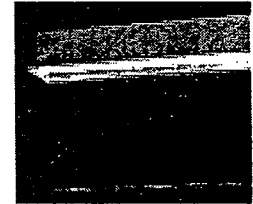
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Meridan Series



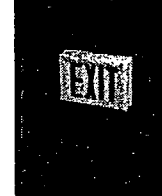
Renaissance Series



Precision Series



E-Star Series



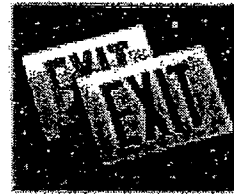
ROBO Series



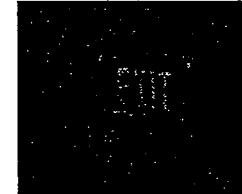
NEMA 4X Series - N4



Millennium Series



Classic Series



Pinnacle Series

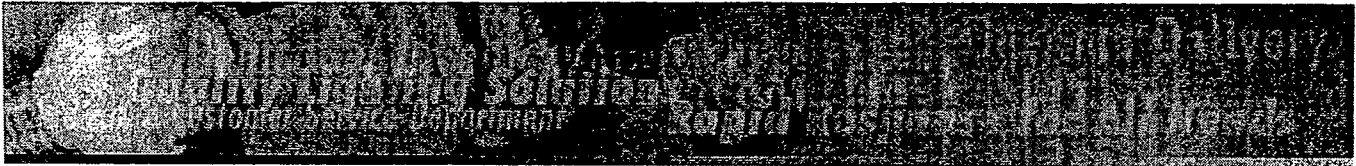
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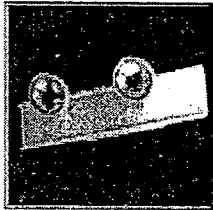
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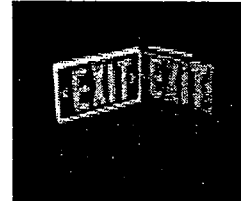
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C Series



Ever-Green Series

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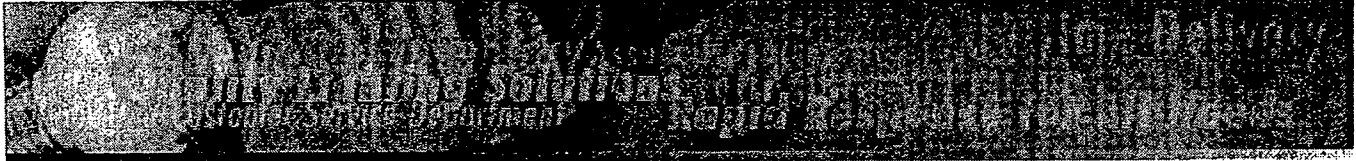
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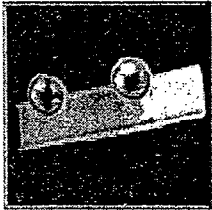
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C Series



Combination Series - Steel



Combination Series - Square Heads

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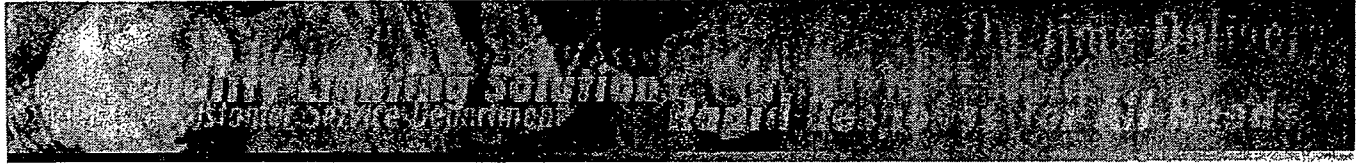
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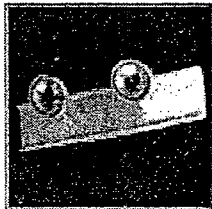
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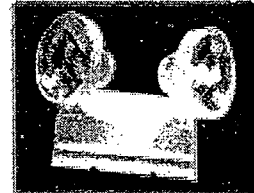
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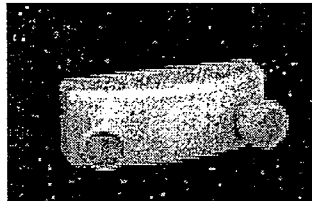
Search



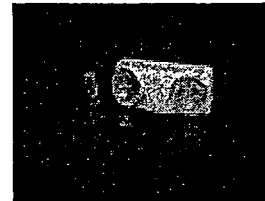
Econo-Lite Series



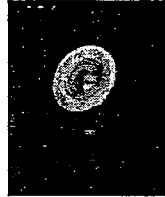
Lite-Way Series - BKEM-2A



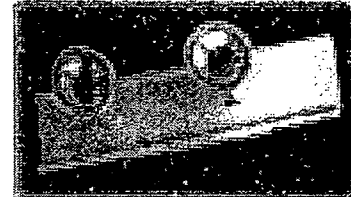
Radius Series



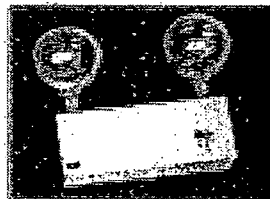
RT Series - Remote Testing



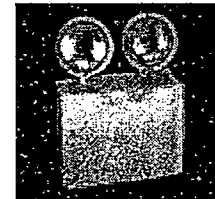
Recessed Series - Gimbal



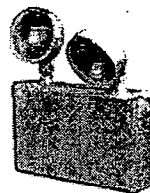
C Series



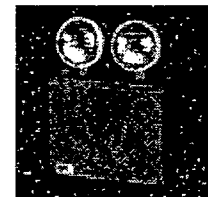
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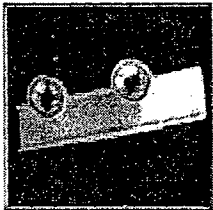
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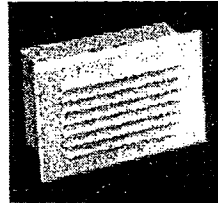
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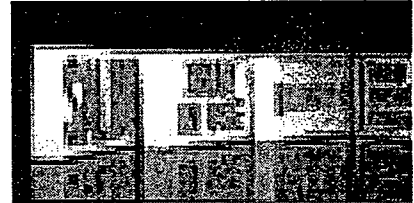
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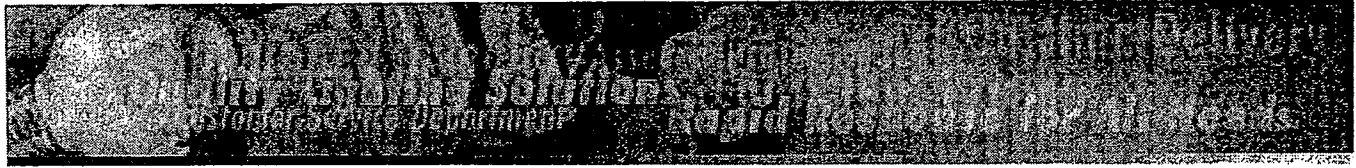
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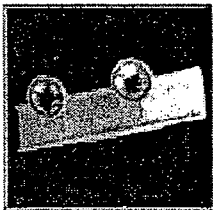
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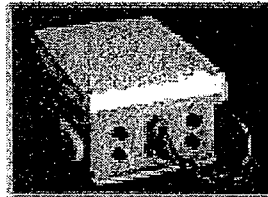
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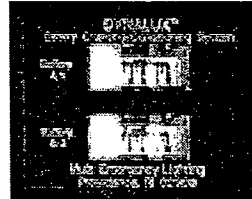
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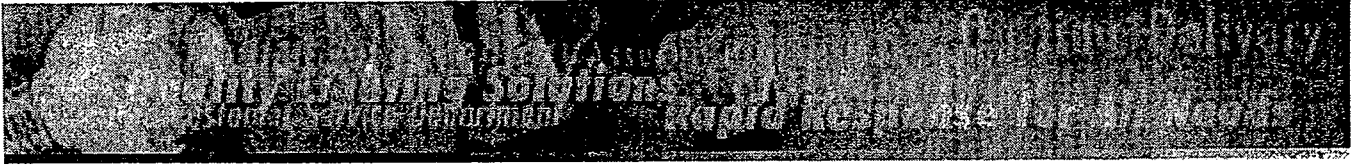
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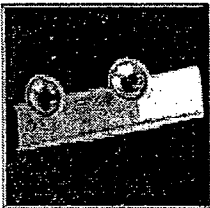
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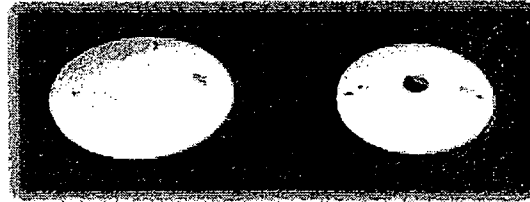
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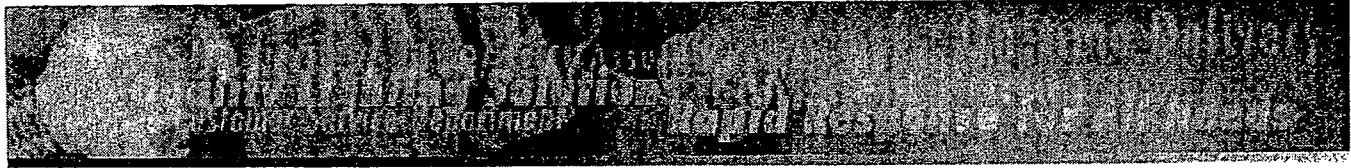
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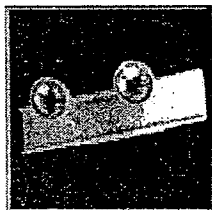
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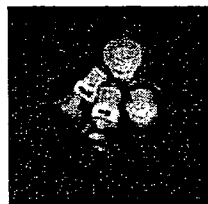
LEDison Series



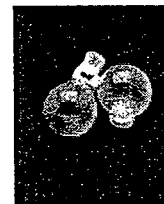
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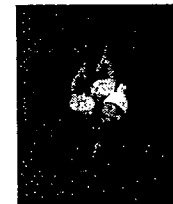
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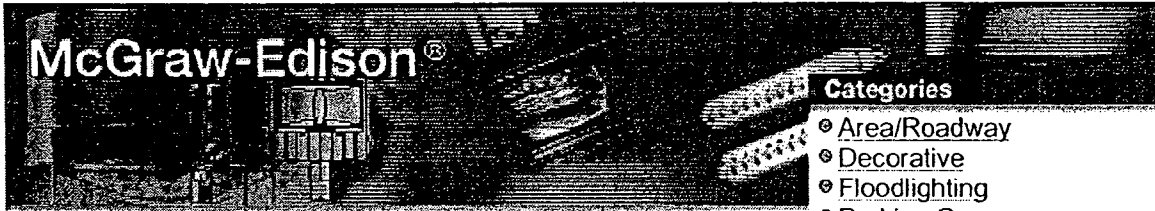
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24

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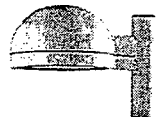
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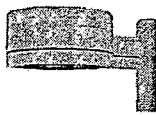
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High Pressure Sodium (HPS)



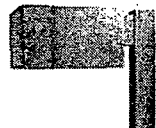
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GSS/GSM/GSL
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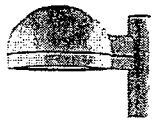


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ARCHITECTURAL AREA



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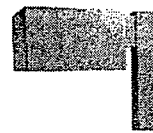
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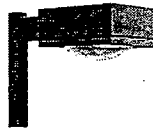
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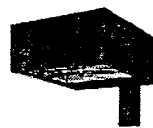
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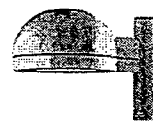
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ALF

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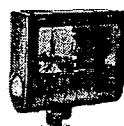
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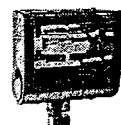
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ACURA YOKE**

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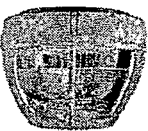
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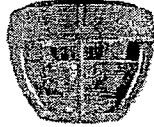
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Pulse Start Metal Halide



PSC
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PATHWAY LUMINAIRE



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BOLLARD SERIES

PATHWAY LUMINAIRE

Incandescent



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PATHWAY LUMINAIRE



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PATHWAY LUMINAIRE

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- Iris
- AtLite
- Lumière
- MWS
- Streetworks
- CooperLED
- International
- Regent
- Shaper
- Invue
- RSA

[New Search](#)

You searched for: **MCGRW-EDISON, POLES**

BRACKETS AND ADAPTERS

BRACKETS AND ADAPTERS

CFA

8'-30' MOUNTING HEIGHT

CRUCIFORM

DECORATIVE

12'-18' MOUNTING HEIGHT

DECORATIVE ALUMINUM

FTS

21'-41' MOUNTING HEIGHT

FLUTED TAPERED STEEL

HTS

20'-39' MOUNTING HEIGHT

HINGED TAPERED STEEL

RSA

8'-20' MOUNTING HEIGHT

ROUND STRAIGHT ALUMINUM

RTA

10'-50' MOUNTING HEIGHT

ROUND TAPERED ALUMINUM

RTS

20'-50' MOUNTING HEIGHT

ROUND TAPERED STEEL-MCGRAW

SSA

8'-35' MOUNTING HEIGHT

SQUARE STRAIGHT ALUMINUM

SSS

10'-39' MOUNTING HEIGHT

SQUARE STRAIGHT STEEL

STS

20'-39' MOUNTING HEIGHT

SQUARE TAPERED STEEL

Product CONNECTION	SEARCH	HOME	COOPER
Home	About Cooper	The SOURCE	FAQs
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Site Index	What's New		

COOPER Lighting

McGraw-Edison®

Solutions

Customers

Brands

- Halo
- Portfolio
- Metalux
- Neo-Ray
- Corelite
- Lumark
- McGraw-Edison
- Sure-Lites
- Fail-Safe
- Iris
- AtLite
- Lumière
- MWS
- Streetworks
- CooperLED
- International
- Regent
- Shaper
- Invue
- RSA

[New Search](#)

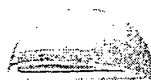
You searched for: **MCGRAW-EDISON, WALL MOUNT**

Compact Fluorescent



CWS
CIRRUS WALL SCONCE

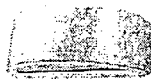
WALL MOUNTED
LUMINAIRE



ZDW
CREDENZA WALL SCONCE

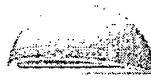
WALL MOUNTED
LUMINAIRE

High Pressure Sodium (HPS)



CWS
CIRRUS WALL SCONCE

WALL MOUNTED
LUMINAIRE



ZDW
CREDENZA WALL SCONCE

WALL MOUNTED
LUMINAIRE

Metal Halide (MH)



CWS
CIRRUS WALL SCONCE

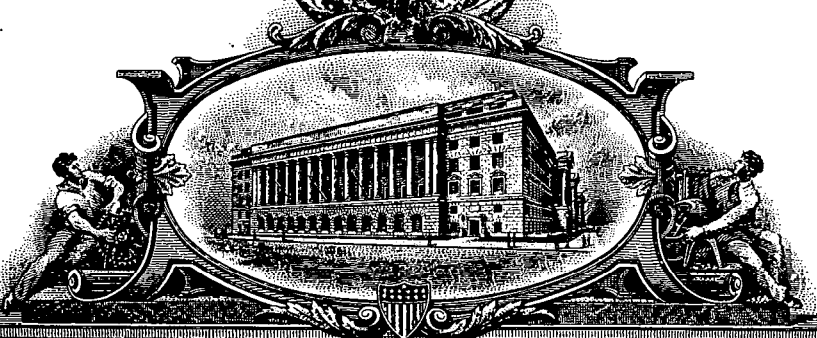
WALL MOUNTED
LUMINAIRE



ZDW
CREDENZA WALL SCONCE

WALL MOUNTED
LUMINAIRE

1258438



THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME;
UNITED STATES DEPARTMENT OF COMMERCE**

United States Patent and Trademark Office

December 10, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 2,015,393 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**


**REGISTERED FOR A TERM OF 10 YEARS FROM *November 12, 1996*
SECTION 8 & 15**

SAID RECORDS SHOW TITLE TO BE IN:

***MCGRAW-EDISON COMPANY
A DELAWARE CORPORATION***



By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS


N. WILLIAMS
Certifying Officer

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

United States Patent and Trademark Office

Reg. No. 2,015,393

Registered Nov. 12, 1996

**TRADEMARK
PRINCIPAL REGISTER**

MCGRAW-EDISON

**COOPER INDUSTRIES, INC. (OHIO CORPORATION)
1001 FANNIN, SUITE 4000
HOUSTON, TX 77002**

FOR: TRANSFORMERS, VOLTAGE REGULATORS, POWER CAPACITORS, AIR BREAK DISCONNECT SWITCHES, LOAD BREAK SWITCHES, RECLOSERS, SECTIONALIZERS, VACUUM FAULT INTERRUPTERS, SWITCHGEAR, SURGE ARRESTERS, FUSES, FUSE

EQUIPMENT COMPRISING FUSE RECEPTACLES, FAULT INDICATORS, ELECTRICAL CABLE CONNECTION UNITS, TRANSFORMER SWITCHES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 2-10-1994; IN COMMERCE 2-10-1994.

SER. NO. 75-016,990, FILED 11-1-1995.

J. TINGLEY, EXAMINING ATTORNEY



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

December 14, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 372,127 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 20 YEARS FROM *October 24, 1939*
3rd RENEWAL FOR A TERM OF 10 YEARS FROM *October 24, 1999***

SAID RECORDS SHOW TITLE TO BE IN:

***MCGRAW EDISON COMPANY
A DELAWARE CORPORATION***

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



W. Montgomery
W. MONTGOMERY
Certifying Officer

Int. Cl.: 9

Prior U.S. Cl.: 21

United States Patent and Trademark Office

Reg. No. 372,127

Registered Oct. 24, 1939

10 Year Renewal

Renewal Term Begins Oct. 24, 1999

**TRADEMARK
PRINCIPAL REGISTER**

EDISON

MCGRAW-EDISON COMPANY (DELA-
WARE CORPORATION)
P.O. BOX 4446
HOUSTON, TX 77210, BY ASSIGNMENT,
BY ASSIGNMENT, BY ASSIGNMENT
THOMAS A. EDISON, INC. (NEW
JERSEY CORPORATION) WEST
ORANGE, NJ

OWNER OF U.S. REG. NO. 259,035.
FOR: ELECTRICAL SWITCHES AND
ELECTRICAL RELAYS, IN CLASS 21
(INT. CL. 9).
FIRST USE 7-23-1936; IN COMMERCE
7-23-1936.

SER. NO. 71-418,443, FILED 4-19-1939.

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Apr. 18, 2000.*

COMMISSIONER OF PATENTS AND TRADEMARKS

UNITED STATES PATENT OFFICE

Thomas A. Edison, Incorporated.
West Orange, N. J.

Act of February 20, 1905

Application April 19, 1939, Serial No. 418,433

EDISON

STATEMENT

To the Commissioner of Patents:

Thomas A. Edison, Incorporated, a corporation duly organized under the laws of the State of New Jersey and located at West Orange, New Jersey, and doing business at 51 Lakeside Avenue, West Orange, New Jersey, has adopted and used the trade-mark shown in the accompanying drawing, for **ELECTRICAL SWITCHES AND ELECTRICAL RELAYS**, in Class 21, Electrical apparatus, machines, and supplies, and presents herewith five specimens showing the trade-mark as actually used by applicant upon the goods and requests that the same be registered in the United States Patent Office in accordance with the act of February 20, 1905, as amended. The trade-mark has been continuously used and applied to said goods in applicant's business since July 23, 1936. The trade-mark is applied or affixed to the goods by securing to the goods plates bearing the trade-mark.

The trade-mark consists of the word "Edison".

Applicant is the owner of registration No. 259,035 dated July 23, 1929, effected on the ground of actual and exclusive use by the applicant of the mark shown therein on the goods recited in said registration as a trade-mark for ten years next preceding February 20, 1905, and the mark has been used by the applicant on the articles named in the present application in interstate and foreign commerce for at least one year.

The undersigned appoints Henry Lanahan, registration No. 9871, whose address is Edison Office Building, West Orange, New Jersey, its attorney, with full power of substitution and revocation, to prosecute this application for registration, to make alterations and amendments therein, to receive the certificate and to transact all business in the Patent Office in connection therewith.

THOMAS A. EDISON, INCORPORATED,
By F. C. ERWIN,

Secretary.

736273



THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:
UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

August 19, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 409,187 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 20 YEARS FROM *September 19, 1944*
2nd RENEWAL FOR A TERM OF 20 YEARS FROM *September 19, 1984***

**SAID RECORDS SHOW TITLE TO BE IN:
MCGRAW-EDISON COMPANY
*A DE CORP***



**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

P. R. Grant
**P. R. GRANT
Certifying Officer**

Registered Sept. 19, 1944

Trade-Mark 409,187

UNITED STATES PATENT OFFICE

Thomas A. Edison, Incorporated, West Orange,
N. J.

Act of February 20, 1905

Application May 13, 1944, Serial No. 470,222

EDISON

STATEMENT

To the Commissioner of Patents:

Thomas A. Edison, Incorporated, a corporation duly organized under the laws of the State of New Jersey and located at West Orange, New Jersey, and doing business at 51 Lakeside Avenue, West Orange, New Jersey, has adopted and used the trade-mark shown in the accompanying drawing, for INDICATING INSTRUMENTS—NAMELY, TEMPERATURE INDICATORS AND INDICATING INSTRUMENTS OR UNITS EACH COMPRISING AN ASSEMBLY OF A TEMPERATURE INDICATOR, A PRESSURE GAUGE, AND A DIFFERENTIAL PRESSURE GAUGE—in Class 26, Measuring and scientific appliances, and presents herewith five specimens showing the trade-mark as actually used by applicant upon the goods, and requests that the same be registered in the United States Patent Office in accordance with the act of February 20, 1905, as amended. The trade-mark has been continuously used and applied to said goods in applicant's business, in respect of temperature indicators since sometime in June 1940, and in respect of indicating instruments or units each comprising an assembly of a temperature indicator, a pressure gauge and a differential pressure gauge, since sometime in July 1940. The

trade-mark is applied or affixed to the goods by stamping or printing the same on plates which constitute the dials of said goods.

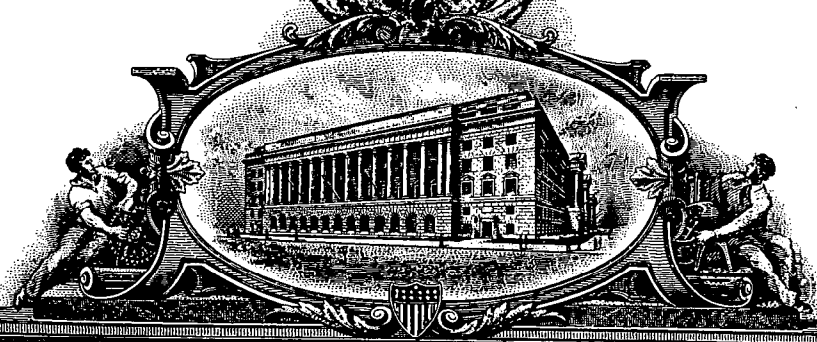
Applicant is the owner of registration No. 259,035 of July 23, 1929, effected on the ground of actual and exclusive use by the applicant of the mark shown therein on the goods recited in said registration as a trade-mark for 10 years next preceding February 20, 1905, and the mark has been used by the applicant on the goods named in the present application in interstate commerce for at least one year.

Applicant is also the owner of trade-mark registration No. 377,016 dated April 16, 1940.

The undersigned appoints Henry Lanahan, registration No. 9871, whose address is Edison Office Building, West Orange, New Jersey, its attorney, with full power of substitution and revocation, to prosecute this application for registration, to make alterations and amendments therein, to receive the certificate, and to transact all business in the Patent Office in connection therewith.

THOMAS A. EDISON, INCORPORATED,
By F. C. ERWIN,
Secretary.

736273



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

August 23, 2004

THE ATTACHED U.S. TRADEMARK REGISTRATION 1,288,874 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 20 YEARS FROM *August 07, 1984*
SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

MCGRAW-EDISON COMPANY
A DELAWARE CORPORATION

By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS



L. Edelen

L. EDELEN
Certifying Officer

Int. Cl.: 11

Prior U.S. Cl.: 21

United States Patent and Trademark Office

Reg. No. 1,288,874

Registered Aug. 7, 1984

TRADEMARK
Principal Register

EDISON

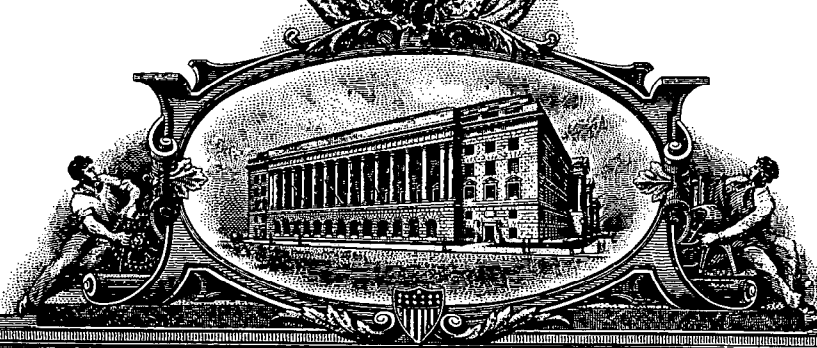
McGraw-Edison Company (Delaware corporation)
One Continental Towers
1701 Golf Rd.
Rolling Meadows, Ill. 60008

For: INDOOR AND OUTDOOR ELECTRIC
LIGHT FIXTURES, in CLASS 11 (U.S. Cl. 21).
First use Sep. 1974; in commerce Sep. 1974.
Sec. 2(f).

Ser. No. 438,434, filed Aug. 8, 1983.

ABRAM I. SACHS, Examining Attorney

736273



THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:
UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

August 19, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 1,636,822 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *March 05, 1991*
1st RENEWAL FOR A TERM OF 10 YEARS FROM *March 05, 2001*
SECTION 8 & 15**

SAID RECORDS SHOW TITLE TO BE IN:

***MCGRAW-EDISON COMPANY
A DE CORP***



**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

P. R. Grant
P. R. GRANT
Certifying Officer

Int. Cl.: 11

Prior U.S. Cl.: 21

United States Patent and Trademark Office

Reg. No. 1,636,822

Registered Mar. 5, 1991

**TRADEMARK
PRINCIPAL REGISTER**

EDISON

COOPER INDUSTRIES, INC. (OHIO CORPORATION)
P.O. BOX 4446
HOUSTON, TX 77210

FOR: ELECTRICAL LIGHTING FIXTURES,
IN CLASS 11 (U.S. CL. 21).

FIRST USE 8-24-1987; IN COMMERCE
8-24-1987.

OWNER OF U.S. REG. NO. 1,288,874.

THE DRAWING IS LINED FOR THE COLOR
RED AND SAID COLOR IS CLAIMED AS
PART OF THE MARK.

SER. NO. 73-839,197, FILED 11-14-1989.

J. TINGLEY, EXAMINING ATTORNEY

736273



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:
UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

August 19, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 1,644,681 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *May 14, 1991*
1st RENEWAL FOR A TERM OF 10 YEARS FROM *May 14, 2001*
SECTION 8 & 15**

SAID RECORDS SHOW TITLE TO BE IN:

***MCGRAW-EDISON COMPANY
A DELAWARE CORPORATION***

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



**P. SWAIN
Certifying Officer**

Int. Cl.: 42

Prior U.S. Cl.: 100

United States Patent and Trademark Office **Reg. No. 1,644,681**
Registered May 14, 1991

**SERVICE MARK
PRINCIPAL REGISTER**

THOMAS A. EDISON TECHNICAL CENTER

COOPER INDUSTRIES, INC. (OHIO CORPORATION)
P.O. BOX 4446
HOUSTON, TX 77210

FOR: ELECTRICAL TESTING AND ANALYTICAL SERVICES FOR THE ELECTRIC POWER GENERATION, TRANSMISSION AND DISTRIBUTION INDUSTRY, IN CLASS 42 (U.S. CL. 100).

FIRST USE 12-0-1959; IN COMMERCE 12-0-1965.

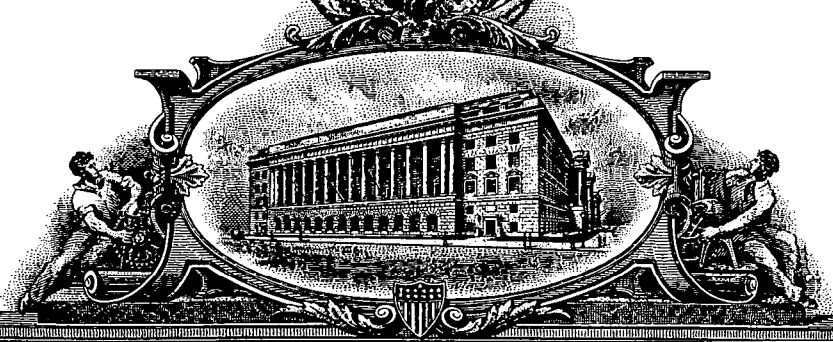
OWNER OF U.S. REG. NOS. 33,236, 985,365 AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TECHNICAL CENTER", APART FROM THE MARK AS SHOWN.

SER. NO. 73-838,893, FILED 11-13-1989.

JAMES F. VOEGELI, EXAMINING ATTORNEY

736273



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

August 19, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 2,443,841 IS
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH
REGISTRATION IS IN FULL FORCE AND EFFECT.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *April 17, 2001*
SAID RECORDS SHOW TITLE TO BE IN: *Registrant***

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



**P. SWAIN
Certifying Officer**

Int. Cl.: 11

Prior U.S. Cls.: 13, 21, 23, 31 and 34

Reg. No. 2,443,841

United States Patent and Trademark Office

Registered Apr. 17, 2001

**TRADEMARK
PRINCIPAL REGISTER**

A stylized, handwritten signature of Thomas A. Edison in black ink. The signature is written in a cursive script and is positioned centrally on the page.

MCGRAW-EDISON COMPANY (DELAWARE
CORPORATION)
600 TRAVIS STREET
HOUSTON, TX 77002

OWNER OF U.S. REG. NOS. 372,127, 1,644,681 AND
OTHERS.

FOR: ELECTRIC LIGHTING FIXTURES AND
COMPONENTS THEREFOR; NAMELY, ELECTRIC
BALLASTS, ELECTRICAL TRANSFORMERS AND
TRACK LIGHTING UNITS, IN CLASS 11 (U.S. CLS.
13, 21, 23, 31 AND 34).

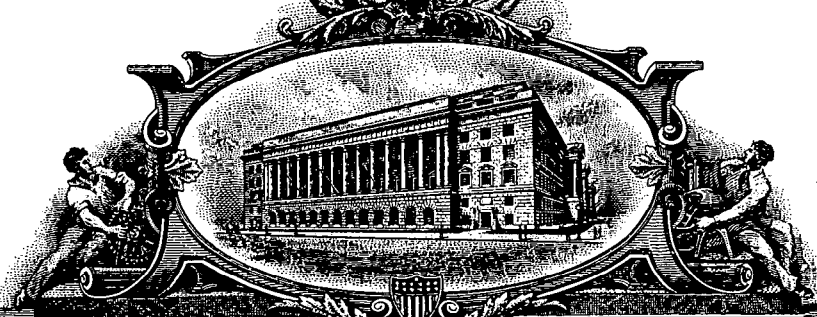
THE MARK CONSISTS OF THE SIGNATURE OF
"THOMAS A. EDISON".

SER. NO. 75-714,374, FILED 5-26-1999.

FIRST USE 1-0-1958; IN COMMERCE 1-0-1958.

SARAH OTTE, EXAMINING ATTORNEY

1258438



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

December 13, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 2,495,399 IS
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH
REGISTRATION IS IN FULL FORCE AND EFFECT.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *October 09, 2001*
SAID RECORDS SHOW TITLE TO BE IN: *Registrant***

By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS



W. Montgomery
W. MONTGOMERY
Certifying Officer

Int. Cl.: 11

Prior U.S. Cls.: 13, 21, 23, 31 and 34

United States Patent and Trademark Office

Reg. No. 2,495,399

Registered Oct. 9, 2001

**TRADEMARK
PRINCIPAL REGISTER**

THOMAS A. EDISON

**MCGRAW-EDISON COMPANY (DELAWARE
CORPORATION)
600 TRAVIS STREET
HOUSTON, TX 77002**

**FOR: ELECTRIC LIGHTING FIXTURES AND
COMPONENTS THEREFOR; NAMELY, ELECTRIC
BALLASTS, ELECTRICAL TRANSFORMERS AND
TRACK LIGHTING UNITS, IN CLASS 11 (U.S. CLS.
13, 21, 23, 31 AND 34).**

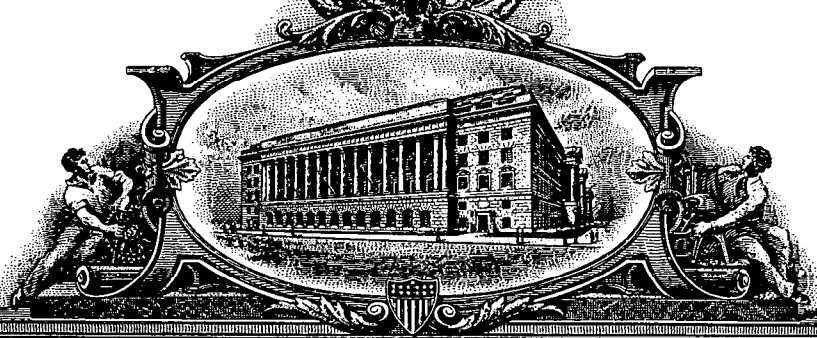
FIRST USE 1-0-1958; IN COMMERCE 1-0-1958.

**OWNER OF U.S. REG. NOS. 372,127, 1,746,302 AND
OTHERS.**

SER. NO. 75-714,373, FILED 5-26-1999.

SARAH OTTE, EXAMINING ATTORNEY

1258438



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

December 13, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 2,726,711 IS
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH
REGISTRATION IS IN FULL FORCE AND EFFECT.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *June 17, 2003*
SAID RECORDS SHOW TITLE TO BE IN: *Registrant***

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



W. Montgomery
W. MONTGOMERY
Certifying Officer

Int. Cl.: 11

Prior U.S. Cls.: 13, 21, 23, 31 and 34

Reg. No. 2,726,711

United States Patent and Trademark Office

Registered June 17, 2003

**TRADEMARK
PRINCIPAL REGISTER**

EDISON

**MCGRAW-EDISON COMPANY (DELAWARE
CORPORATION)
600 TRAVIS STREET
HOUSTON, TX 77002**

FIRST USE 12-6-2001; IN COMMERCE 12-6-2001.

**OWNER OF U.S. REG. NOS. 372,127, 2,495,399 AND
OTHERS.**

**FOR: ELECTRIC KITCHEN APPLIANCES FOR
DOMESTIC USE; NAMELY, COUNTER-TOP
TOASTER, BROILER AND COOKING OVENS,
ELECTRIC SKILLETS AND COFFEE MAKERS
AND COFFEE URNS, IN CLASS 11 (U.S. CLS. 13,
21, 23, 31 AND 34).**

SER. NO. 76-381,492, FILED 3-12-2002.

EDWARD NELSON, EXAMINING ATTORNEY

1258438



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

December 13, 2004

**THE ATTACHED U.S. TRADEMARK REGISTRATION 2,294,981 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**

REGISTERED FOR A TERM OF 10 YEARS FROM *November 30, 1999*

**SAID RECORDS SHOW TITLE TO BE IN:
COOPER TECHNOLOGIES COMPANY
*A DELAWARE CORPORATION***

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



W. Montgomery
W. MONTGOMERY
Certifying Officer

Int. Cl.: 11

Prior U.S. Cls.: 13, 21, 23, 31 and 34

Reg. No. 2,294,981

United States Patent and Trademark Office

Registered Nov. 30, 1999

**TRADEMARK
PRINCIPAL REGISTER**

MCGRAW-EDISON

**MCGRAW-EDISON COMPANY (TEXAS COR-
PORATION)
600 TRAVIS, SUITE 5800
HOUSTON, TX 77210 , BY ASSIGNMENT; BY
ASSIGNMENT COOPER INDUSTRIES, INC.
(OHIO CORPORATION) HOUSTON, TX 77002**

**FIRST USE 6-9-1958; IN COMMERCE
6-9-1958.**

SER. NO. 75-362,764, FILED 9-25-1997.

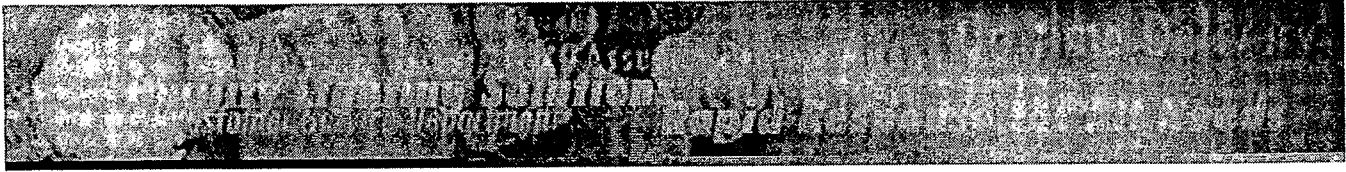
**FOR: ELECTRICAL LIGHTING FIXTURES,
IN CLASS 11 (U.S. CLS. 13, 21, 23, 31 AND 34).**

**JANICE L. MCMORROW, EXAMINING AT-
TORNEY**

4

[HOME](#) | [SITE MAP](#)

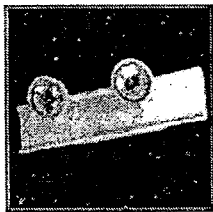
[Partner Login](#) | [Partner Register](#)



[COMPANY INFO](#) [OUR CATALOG](#) [SALES REPS](#) [TECHNICAL SUPPORT](#) [INDUSTRY LINKS](#) [CONTACT](#)



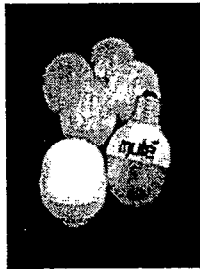
CATEGORY: dynaLUX®LED Bulbs
LEDison Series



C Series

Enter Zip Code
to locate Rep

Product Overview



Our patented LEDison® Series of LED lamps is a breakthrough design. Now energy conservation is possible for most forms of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Ideal for use in decorative, indicator, task, medical and marine applications. LEDison Series LED lamps are available in a number of colors and color combinations. Special high-abuse versions, with a sealed circuit board design, are available for the most extreme applications. Mule personnel are always available to work with customers on any special requirements.

BENEFITS AND FEATURES

- Long life, up to 100,000+ hours
- Significantly reduces maintenance costs
- Standard bulbs consume under 1 watt
- Electricity consumption reduced 80-90%
- Vibration resistant, solid state electronic circuitry
- Internal TVS surge protection
- Low heat generation saves HVAC operating costs
- Variety of sharp, vibrant colors and luminance outputs available
- Wide range of voltages (12 VDC - 277 VAC)
- 120 VAC standard

SPECIFIC APPLICATIONS

- Lobby lighting
- Cabinet/under cabinet
- Hotel lighting
- Step lighting
- High ceilings
- Cove lighting
- Chandeliers
- Wall sconces
- Display cases
- Column lights
- Signage
- Carnival rides
- Nurse call lights
- Signal lighting
- Solar lighting
- Pathway lighting

[HOME](#) | [SITE MAP](#)

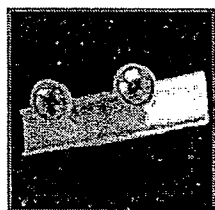
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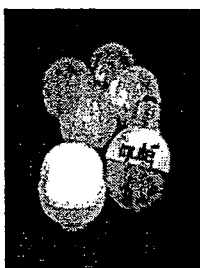
**CATEGORY: dynaLUX®LED Bulbs
LEDison Series**



C Series

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Product Overview



Our patented LEDison® Series of LED lamps is a breakthrough design. Now energy conservation is possible for most forms of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Ideal for use in decorative, indicator, task, medical and marine applications. LEDison Series LED lamps are available in a number of colors and color combinations. Special high-abuse versions, with a sealed circuit board design, are available for the most extreme applications. Mule personnel are always available to work with customers on any special requirements.

BENEFITS AND FEATURES

- Long life, up to 100,000+ hours
- Significantly reduces maintenance costs
- Standard bulbs consume under 1 watt
- Electricity consumption reduced 80-90%
- Vibration resistant, solid state electronic circuitry
- Internal TVS surge protection
- Low heat generation saves HVAC operating costs
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- Medium base standard
- Investment payback within 1 year
- Replaces 10-60 watt incandescent bulbs

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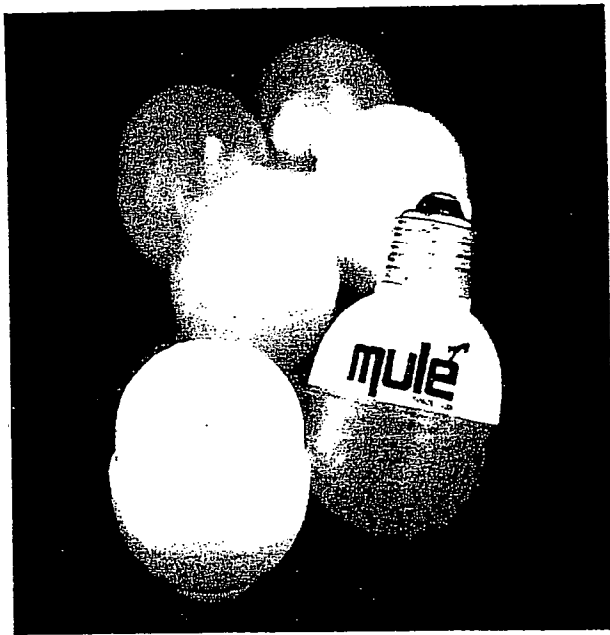
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LEDison® Series **Energy Efficient Long Life**

**LET MULE
DESIGN A LAMP
FOR YOUR NEEDS**

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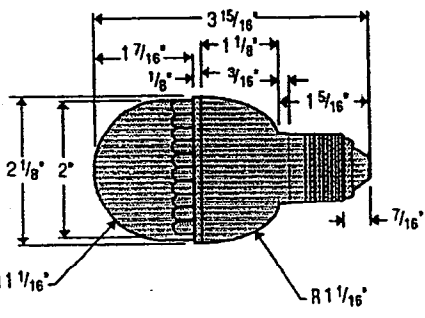


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BULB WEIGHT: 2 OZ.
PACKAGING: 12 PER CASE

ORDERING INFORMATION

Model	Color	Voltage*	Lens	Options
LED	A = Amber R = Red G = Green B = Blue CW = Cool White (8000K) WW = Warm White (4500K)	120 = 120 VAC 277 = 277 VAC 12 = 12 VDC 24 = 24 VDC	FR = Frosted CL = Clear	WP = Weatherproof SO = Special Order**

Ordering Example: LED-WW-120-FR-SO

*International voltages available.
**We welcome the opportunity to custom design an LED bulb to exactly meet customer requirements. We have the ability to increase or decrease the light output, change the lens material and color, and/or alter the overall shape.

EZ-SPEC
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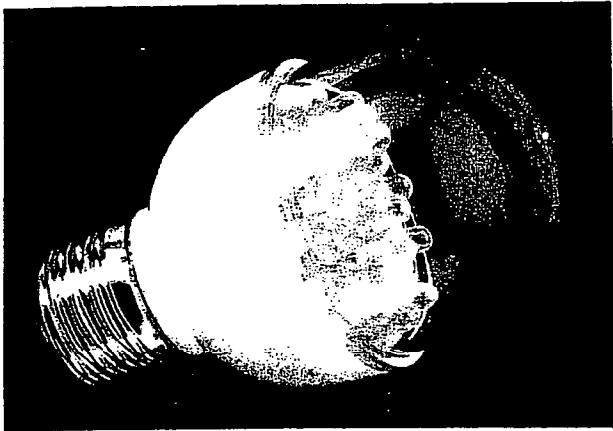


EDison™ SERIES

Energy Efficient
Long Life

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**** LET MULE DESIGN A LAMP FOR YOUR NEEDS ****



BENEFITS & FEATURES

- Replaces incandescent bulbs
- Long life reliability
- 110-130 VAC (call for other voltages)
- 360° Visibility
- Rugged thermoplastic housing
- Even illumination
- Reduces maintenance – fewer lamp changes
- Edison E-26 base (standard socket)

LEDison™ SERIES LED lamps are available in a number of colors and color combinations. Special high abuse versions, with a sealed circuit board design, are available for the most extreme applications. Mule personnel are always available to work with customers on any special requirements.

ORDERING INFORMATION

STANDARD APPLICATIONS

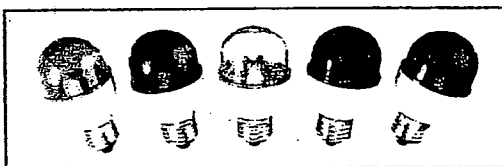
Model	Color	Voltage*	Visibility	Wattage
LIL0001-A		110-130	360°	1.6
LIL0002-R	RED	110-130	360°	1.1
LIL0003-G	GREEN	110-130	360°	1.9
LIL0004-B	BLUE	110-130	360°	1.2
LIL0005-W	WHITE	110-130	360°	1.1

HIGH ABUSE APPLICATIONS**

Model	Color	Voltage*	Visibility	Wattage
HALIL0001-A		110-130	360°	1.6
HALIL0002-R	RED	110-130	360°	1.1
HALIL0003-G	GREEN	110-130	360°	1.9
HALIL0004-B	BLUE	110-130	360°	1.2
HALIL0005-W	WHITE	110-130	360°	1.1

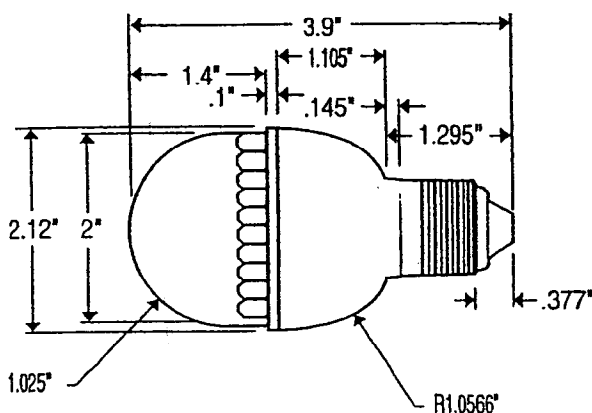
* Voltage levels can effect lamp brightness. 220-277V Available.

** Internal components are sealed against vibration and shock.



(PATENTS APPLIED FOR)

DIMENSIONAL DRAWING



**BULB WEIGHT: 2OZ.
PACKAGING: 12 PER CASE**

LEDison® Series Long Life

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FOR YOUR NEEDS**

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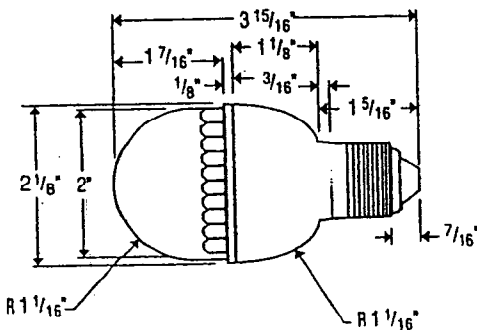
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MULE-00034



LEDison™ SERIES

EZ-SPEC Page

Energy Efficient & Long Life

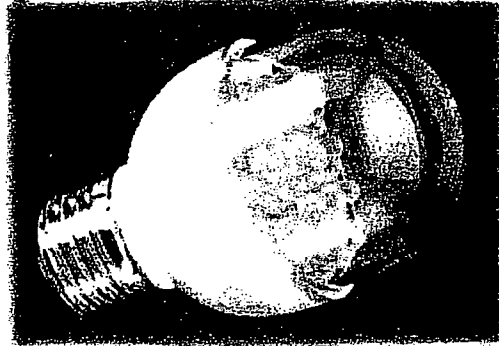
Order Here

The LEDison™ SERIES of LED lamps is a breakthrough design. Now energy conservation is possible for most forms of illumination. The 360° viewing angle design provides illumination patterns equivalent to conventional incandescent bulbs. Retrofitting for energy efficiency has been taken to a new and effortless level. Often used in Indicator, Task, Medical and Marine applications. Be the first in your industry.

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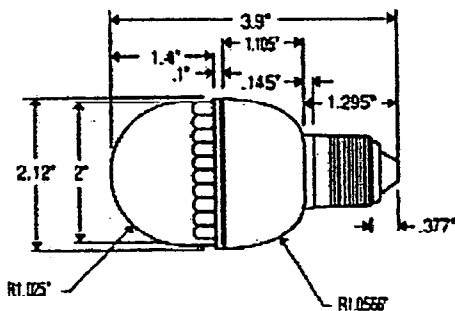


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DIMENSIONAL DRAWING



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HIGH ABUSE APPLICATIONS**

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HALIL0004-B	BLUE	110-130	360	1.2
HALIL0005-W	WHITE	110-130	360	1.1

"1999" Web Page

MULE-00035

* Voltage levels can effect lamp brightness. 220-277V
Available.
** Internal components are sealed against vibration and
shock.



EZ-Spec™ interactive specification sheets are located at www.lightworld.com/ledison.htm

MULE-00036

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Trademark
Registration No. 2,324,402

Mark: LEDISON

-----X
McGRAW-EDISON COMPANY, :
 :
 Petitioner, : Cancellation No. 92,042,545
 :
 v. :
 :
 MULE LIGHTING, INC., :
 :
 Registrant. :
-----X

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ATTN: TRADEMARK TRIAL AND APPEAL BOARD

EXPRESS MAIL CERTIFICATE

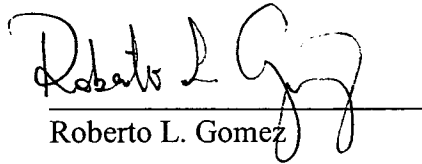
EXPRESS MAIL MAILING LABEL NO. EV 485974791 US
DATE OF DEPOSIT: December 30, 2004

The undersigned hereby certifies that the following papers are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above in an envelope addressed to the Commissioner for Trademarks, P.O. box 1451, Alexandria, VA 22313-21451:

- (1) Petitioner's Motion to Substitute Cooper Industries, Inc. as the Petitioner (including 1 exhibit);
- (2) Petitioner's Motion for Summary Judgment;
- (3) Petitioner's Memorandum of Law In Support of Motion for Summary Judgment;

- (4) Declaration of Glenn Siegel, Director of Marketing and Product Development at the Cooper Lighting division of Cooper Industries, Inc., including exhibits;
- (5) Declaration of Kathryn Barrett Park, Trademark Counsel of General Electric Company and including an exhibit;
- (6) Declaration of Carolyn M. Coley, Marketing Manager for Salton, Inc., including exhibits;
- (7) Declaration of Terrance Helz, Corporate Secretary, Cooper Industries, Inc., including exhibits;
- (8) Declaration of Joshua S. Broitman, including exhibits;
- (9) Certificate of Express Mailing for all of the foregoing documents, dated December 30, 2004, Label No. EV 485974791 US; and
- (10) Return Receipt Postcard

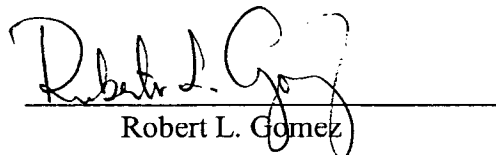
December 30, 2004
Date


Roberto L. Gomez

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2004, a true copy of the foregoing **CERTIFICATE OF EXPRESS MAILING** was mailed, first class, postage prepaid to:

Charles F. O'Brien, Esq
CANTOR COLBURN, LLP
55 Griffin Road South
Bloomfield, CT 06002
Attorney for Registrant
Mule Lighting, Inc.


Robert L. Gomez