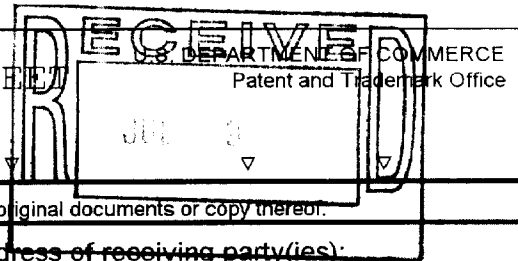


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereon.

1. Name of conveying party(ies):

JUNO MANUFACTURING, INC.

7-9-99

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 29, 1999

2. Name and address of receiving party(ies):

Name: NATIONSBANK, N.A.

Internal Address: _____

Street Address: 101 North Tryon Street

City: Charlotte State: NC ZIP: 28255

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/177,071 09/094,066 09/026,517 09/026,747
08/936,222 08/857,144 08/840,920 09/004,652

B. Patent No.(s)

5,847,550 5,788,518 5,656,925 5,615,502
5,566,484 5,505,419 5,336,100 5,334,037

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: SCOTT W. BURT

Internal Address: JONES, DAY, REAVIS & POGUE

2300 TRAMMELL CROW CENTER

Street Address: 2001 ROSS AVENUE

City: DALLAS State: TEXAS ZIP: 75201

6. Total Number of applications and patents involved: 45

7. Total fee (37 CFR 3.41).....\$ 1800.00

☒ Enclosed

☒ Any deficiencies or overpayments are authorized to be charged or credited to deposit account

8. Deposit account number:

50-0566

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MICHELLE MCMULLEN

Name of Person Signing

Michelle McMullen
Signature

July 9, 1999

Date

Total number of pages including cover sheet, attachments and document: _____

CERTIFICATE UNDER 37 CFR 1.10 BY "EXPRESS MAIL"

I hereby certify that this cover sheet, attachments, document, and fee are being deposited with United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated below and are addressed to the Commissioner of Patents and Trademarks, Box Assignment, Washington, D. C. 20231

Express Mail Label No. EM499357750US

Date of Deposit: July 9, 1999

DLMAIN01 1057331.1

Michelle McMullen
Signature

Michelle McMullen

(type or print name of person certifying)

1800.00 00
07/12/1999 00001225 5847550
01 FC:584

PATENT
REEL: 010078 FRAME: 0128

4. **Additional** Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,259,774	5,140,225	5,023,765	4,748,548
4,747,025	4,729,080	D395,140	D394,424
D394,241	D376,026	D374,835	D362,656
D355,723	D355,722	D355,501	D354,365
D354,148	D350,834	D347,293	D347,292
D332,562	D331,294	D330,944	D328,154
D327,548	D326,928	D323,719	D313,867
D313,481			

Additional numbers attached? ☐ Yes ☒ No

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 29, 1999, made by JUNO MANUFACTURING, INC., an Illinois corporation (the "Grantor"), in favor of NATIONSBANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the lenders (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among Juno Lighting, Inc. (the "Borrower"), the Lenders, the Administrative Agent and Credit Suisse First Boston Corp., as Syndication Agent (in such capacity the "Syndication Agent"; the Administrative Agent and the Syndication Agent collectively, the "Agents").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes the Grantor;

WHEREAS, the Borrower and the Grantor are engaged in related businesses, and the Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, the Grantor owns the patents and patent applications identified on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, the Grantor, certain other subsidiaries of the Borrower and the Administrative Agent, the Grantor has assigned and transferred to the Administrative Agent and has granted to the Administrative Agent, for the ratable benefit of the Agents and the Lenders, a security interest in all assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, and all proceeds thereof as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations (as defined in the Guarantee and Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Agents and

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the Lenders, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

- (1) all letters patent, including, without limitation, utility patents, design patents, industrial designs and utility model registrations, of the United States or any other country, or any political subdivision thereof and all reissues and extensions thereof, including, without limitation, those listed in Schedule 1 annexed hereto, all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, those listed in Schedule 1 annexed hereto, and all rights to obtain any reissues, reexaminations or extensions thereof (collectively, the "Patents");
- (2) all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to make, use, sell, offer to sell, or import any invention covered in whole or in part by a Patent, including, without limitation, those listed in Schedule 1 annexed hereto, and all renewals and extensions thereof (collectively, the "Patent Licenses"); and
- (3) all products, royalties and Proceeds (as defined in the Guarantee and Collateral Agreement) of or received in connection with the foregoing, and all claims and rights to sue at law or in equity for past, present or future infringement, dilution or other impairment of any Patent or Patent License, including the right to receive all proceeds and damages from the foregoing.


Grantor hereby acknowledges and affirms that the rights and remedies of the Agents and the Lenders with respect to the security interest in the Patent Collateral made and granted hereby are fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

JUNO MANUFACTURING, INC.

By: 
Name: Joel W. Cheneas
Title: Vice President Corporate Planning

JUNO MANUFACTURING, INC.

PATENTS

<u>Registrant</u>	<u>Jurisdiction</u>	<u>Patent</u>	<u>Patent No. (App. No.)</u>	<u>Date of Issue (Date of App.)</u>
Juno Manufacturing, Inc.	Canada	RECESSED LIGHT FIXTURE ASSEMBLY	2,017,848	09/15/91
Juno Manufacturing, Inc.	Canada	TRACK LIGHTING SYSTEM	1,306,518	08/18/92
Juno Manufacturing, Inc.	Canada	SLOPED CEILING RECESSED LIGHT FIX- TURE	1,264,158	01/02/90
Juno Manufacturing, Inc.	Canada	TRACK LIGHTING LAMP FIXTURE	79,733	01/10/97
Juno Manufacturing, Inc.	Canada	GIMBLE RING LIGHT FIXTURE FOR USE ON TRACK	74,689	09/01/94
Juno Manufacturing, Inc.	Canada	MINI FLOOD TRACK LIGHT	74,688	09/01/94
Juno Manufacturing, Inc.	Canada	ADJUSTABLE TRACK LIGHTING FIXTURE WITH ADJUSTABLE LAMP RING	74,458	07/14/94
Juno Manufacturing, Inc.	Canada	TRANSLUCENT FLUTED LENS FOR RE- CESSED LIGHTING TRIM	73,984	03/03/94
Juno Manufacturing, Inc.	Canada	RECESSED LIGHT TRIM HAVING A TRANS- LUCENT DISK	73,373	11/12/93
Juno Manufacturing, Inc.	Canada	RECESED LIGHTING FIXTURE BAFFLE WITH INTEGRAL STEPPED COLLAR	72,810	07/08/93
Juno Manufacturing, Inc.	Canada	COMBINED SUPPORT CLAMP AND ELEC- TRICAL RECEPTACLE	69,977	02/04/91
Juno Manufacturing, Inc.	Canada	ADJUSTABLE STLOTTED STRAP PENDANT LAMP HOLDER FOR TRACK LIGHTING FIX- TURE	68,689	08/15/91
Juno Manufacturing, Inc.	Canada	SPOTLIGHT & CONNECTOR	61,706	09/23/88
Juno Manufacturing, Inc.	Canada	TRAC LIGHTING FIXTURE HOOD	61,705	09/23/88
Juno Manufacturing, Inc.	United States	EXIT SIGN HAVING A PULSE SWITCHING TANDEM FLYBACK VOLTAGE CON- VERTER AND A BACKUP BATTERY	5,847,550	12/08/98

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<u>Registrant</u>	<u>Jurisdiction</u>	<u>Patent</u>	<u>Patent No. (App. No.)</u>	<u>Date of Issue (Date of App.)</u>
Juno Manufacturing, Inc.	United States	ADJUSTABLE CONNECTOR FOR TRACK LIGHTING FIXTURE	5,788,518	08/04/98
Juno Manufacturing, Inc.	United States	PULSE SWITCHING TANDEM FLYBACK VOLTAGE CONVERTER	5,656,925	08/12/97
Juno Manufacturing, Inc.	United States	PLACE CLOSURE FOR USE IN INTERNALLY ILLUMINATED SIGN	5,615,502	04/01/97
Juno Manufacturing, Inc.	United States	INTERNALLY ILLUMINATED SIGN	5,566,484	10/22/96
Juno Manufacturing, Inc.	United States	BAR HANGER FOR A RECESSED LIGHT FIXTURE ASSEMBLY	5,505,419	04/09/96
Juno Manufacturing, Inc.	United States	CONNECTOR FOR TRACK	5,336,100	08/09/94
Juno Manufacturing, Inc.	United States	ADAPTER BOX FOR LOW VOLTAGE FIXTURE	5,334,037	08/02/94
Juno Manufacturing, Inc.	United States	TRACK AND INSULATOR CONSTRUCTIONS FOR TRACK LIGHTING SYSTEMS FOR BUS BAR SPACING	5,259,774	11/09/93
Juno Manufacturing, Inc.	United States	HIGH FREQUENCY LAMP TRANSFORMER FOR LINEAR LIGHTING FIXTURE	5,140,225	08/18/92
Juno Manufacturing, Inc.	United States	PIVOTABLE LAMP BRACKET FOR LINEAR LIGHTING FIXTURE	5,023,765	06/11/91
Juno Manufacturing, Inc.	United States	LIGHTING FIXTURE	4,748,548	05/31/88
Juno Manufacturing, Inc.	United States	LOW VOLTAGE LIGHTING FIXTURE WITH TRACK ELECTRODES	4,747,025	05/24/88
Juno Manufacturing, Inc.	United States	SLOPED CEILING RECESSED LIGHT FIXTURE	4,729,080	03/01/88
Juno Manufacturing, Inc.	United States	FURCAL LAMPHOLDER SUPPORT FOR USE ON TRACK	D395,140	06/16/98
Juno Manufacturing, Inc.	United States	SLANT TRANSFORMER HOUSING	D394,424	05/19/98
Juno Manufacturing, Inc.	United States	LOW PROFILE TRANSFORMER HOUSING	D394,241	05/12/98
Juno Manufacturing, Inc.	United States	TRACK LIGHTING LAMP FIXTURE	D376,026	11/26/96
Juno Manufacturing, Inc.	United States	EMERGENCY LIGHT	D374,835	10/22/96
Juno Manufacturing, Inc.	United States	WEDGE BASE LAMPHOLDER FOR USE ON TRACK	D362,656	09/26/95

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<u>Registrant</u>	<u>Jurisdiction</u>	<u>Patent</u>	<u>Patent No. (App. No.)</u>	<u>Date of Issue (Date of App.)</u>
Juno Manufacturing, Inc.	United States	FLYBACK LAMPHOLDER FOR USE ON TRACK	D355,723	02/21/95
Juno Manufacturing, Inc.	United States	CYLINDRICAL LAMPHOLDER IN U-SHAPED WIRE HOLDER FOR USE ON TRACK	D355,722	02/21/95
Juno Manufacturing, Inc.	United States	MINI FLOOD TRACK LIGHT	D355,501	02/14/95
Juno Manufacturing, Inc.	United States	GIMBLE RING LIGHT FIXTURE FOR USE ON TRACK	D354,365	01/10/95
Juno Manufacturing, Inc.	United States	ADJUSTABLE TRACK LIGHTING FIXTURE WITH ADJUSTABLE LAMP RING	D354,148	01/03/95
Juno Manufacturing, Inc.	United States	TRANSLUCENT FLUTED LENS FOR RECESSED LIGHTING TRIM	D350,834	09/20/94
Juno Manufacturing, Inc.	United States	RECESSED LIGHTING FIXTURE TRIM HAVING A DECORATIVE PORTION WITH A TRANSLUCENT BAND	D347,293	05/24/94
Juno Manufacturing, Inc.	United States	RECESED LIGHTING FIXTURE BAFFLE WITH INTEGRAL STEPPED COLLAR	D347,292	05/24/94
Juno Manufacturing, Inc.	United States	COMBINED SUPPORT CLAMP AND ELECTRICAL RECEPTACLE	D332,562	01/19/93
Juno Manufacturing, Inc.	United States	COMBINED LAMP AND TRANSFORMER HOUSING FOR TRACK LIGHT	D331,294	01/02/91
Juno Manufacturing, Inc.	United States	TRACK LIGHT HOUSING	D330,944	11/10/92
Juno Manufacturing, Inc.	United States	ADJUSTABLE PENDANT LAMP HOLDER FOR TRACK LIGHTING FIXTURE	D328,154	07/21/92
Juno Manufacturing, Inc.	United States	ADJUSTABLE STRAP LAMP HOLDER FOR TRACK LIGHTING FIXTURE	D327,548	06/30/92
Juno Manufacturing, Inc.	United States	ADJUSTABLE SLOTTED STRAP LAMP HOLDER FOR TRACK LIGHTING FIXTURE	D326,928	06/09/92
Juno Manufacturing, Inc.	United States	ADJUSTABLE STLOTTED STRAP PENDANT LAMP HOLDER FOR TRACK LIGHTING FIXTURE	D323,719	02/04/92
Juno Manufacturing, Inc.	United States	ADJUSTABLE WIREFORM LAMP HOLDER FOR TRACK LIGHTING FIXTURE	D313,867	01/15/91
Juno Manufacturing, Inc.	United States	ADJUSTABLE WIREFORM LAMP HOLDER FOR TRACK LIGHTING FIXTURE	D313,481	01/01/91

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PATENT APPLICATIONS

<u>Registrant</u>	<u>Jurisdiction</u>	<u>Patent</u>	<u>Patent No.</u> <u>(App. No.)</u>	<u>Date of Issue</u> <u>(Date of App.)</u>
Juno Manufacturing, Inc.	Canada	CONTROL STATION FOR CONTROL SYSTEM WITH AUTOMATIC DETECTION & CONFIGURATION OF CONTROL ELEMENTS	(2,262,187)	(02/18/99)
Juno Manufacturing, Inc.	United States	ELECTRIC LIGHTING FIXTURE LOCK	(09/177,071)	(10/22/98)
Juno Manufacturing, Inc.	United States	IMPROVED BAR HANGER ASSEMBLY	(09/094,066)	(06/09/98)
Juno Manufacturing, Inc.	United States	CONTROL STATION FOR CONTROL SYSTEM WITH AUTOMATIC DETECTION & CONFIGURATION OF CONTROL ELEMENTS	(09/026,517)	(02/20/98)
Juno Manufacturing, Inc.	United States	AUTOMATIC DETECTION & CONFIGURATION OF CONTROL SYSTEM ELEMENTS	(09/026,747)	(02/20/98)
Juno Manufacturing, Inc.	United States	OPEN MOUNTING FRAME	(08/936,222)	(09/29/97)
Juno Manufacturing, Inc.	United States	INTERNALLY ILLUMINATED SIGN	(08/857,144)	(05/15/97)
Juno Manufacturing, Inc.	United States	ELECTRIC LIGHTING FIXTURE LOCK	(08/840,920)	(04/25/97)
Juno Manufacturing, Inc.	United States	LIGHTING TRACK MOUNTED INTERNALLY ILLUMINATED SIGN HAVING IMPROVED HOUSING CONSTRUCTION	(09/004,652)	(01/08/98)

PATENT LICENSES

None.

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