

09-24-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

1. Name of conveying party(ies):

Advanced Lighting Technologies, Inc.
32000 Aurora Road
Solon, Ohio 44139

med 9-21-99

Additional names(s) of conveying party(ies) Yes ☒ No

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

Name: PNC Bank, National Association, as agent

Internal Address: _____

Street Address: 1375 East 9th Street, Suite 1256

City: Cleveland State: Ohio ZIP: 44114

Additional name(s) & address(es) Yes _____ No

3. Nature of conveyance:

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

Execution Date: May 21, 1999

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

08/299,292

B. Patent No.(s)

Additional numbers Yes ☒ No

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

Name: Teresan Wasie Gilbert

Benesch, Friedlander, Coplan & Aronoff LLP

Street Address: 2300 BP Tower

200 Public Square

City: Cleveland State: OH ZIP: 44114

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

_____ Authorized to be charged to deposit account

8. Deposit account number:

02-2051

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

DO NOT USE THIS SPACE

09/24/1999 NTH011 00000004 08299292

9. Statement and signature. 40.00 OP
01 FC:581

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.

Teresan Wasie Gilbert

Name of Person Signing

Signature

Date

22

Total number of pages including cover sheet, attachments, and

PATENT

REEL: 010254 FRAME: 0314

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

RECITALS:

Concurrently herewith, ADVANCED LIGHTING TECHNOLOGIES, INC., an Ohio corporation ("Borrower"), is entering into a Credit Agreement with the financial institutions listed on Schedule 1 to the Credit Agreement (collectively, together with their respective successors and assigns, "Banks" and individually, "Bank") and PNC BANK, NATIONAL ASSOCIATION, as agent for the Banks ("Agent") (the "Credit Agreement").

The Banks are willing to enter into the Credit Agreement and grant financial accommodations to Borrower only upon certain terms and conditions, one of which is that Borrower grant to Agent, for the benefit of the Banks, a security interest in and an assignment of the Collateral, as hereinafter defined, and this Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation granted to Borrower by the Banks and for other valuable considerations.

Except as specifically defined herein, all capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Assignment and Security Interest. To secure the Debt, as hereinafter defined, Borrower hereby grants to Agent, for the benefit of the Banks, a security interest in, and assigns and conveys to Agent, for the benefit of the Banks, subject to Section 9 hereof, all of Borrower's patents, patent applications, trademarks and all goodwill associated therewith, and trademark registrations, now owned and hereafter acquired, including, but not limited to, the patents, patent applications, trademark registrations, both federal and state, trademark applications, common law trademark rights, improvements, inventions, copyrights, and copyright registrations listed in Schedule A hereto and all goodwill associated therewith (as such Schedule A may be amended pursuant hereto from time to time, but only with the prior written consent of Agent), including, without limitation, all renewals thereof, all proceeds on infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the goodwill of the business to which each of the trademarks relate (all of the foregoing collectively referred to herein as the "Collateral"). Schedule A is incorporated into and made a part of this Agreement by reference, the same as if it were fully set forth herein.

2. Obligations Secured. The obligations secured by this Agreement (collectively, the "Debt") are the payment and performance of, collectively, (a) all Loans, as hereinafter defined, and Letters of Credit, as hereinafter defined; (b) all other indebtedness now owing or hereafter incurred by Borrower to Agent or any Bank pursuant to the Credit Agreement (other than indebtedness arising from the Canadian Revolving Loans, as defined in the Credit Agreement, the Canadian Letters of

Credit, as defined in the Credit Agreement, the UK Revolving Loans, as defined in the Credit Agreement, or the UK Letters of Credit) and indebtedness arising under any Guaranty of Payment, as defined in the Credit Agreement and any Note, hereinafter defined, executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all facility and other fees relating to the Loans and Letters of Credit pursuant to the Credit Agreement; (e) all obligations and liabilities of Borrower now existing or hereafter incurred to Agent or the Banks in connection with any Hedge Agreement, as defined in the Credit Agreement, relating to the Loans and Letters of Credit; and (f) indebtedness of Borrower arising out of all Related Expenses, hereinafter defined relating to the Loans and Letters of Credit. "Loans" shall mean any Loan, as defined in the Credit Agreement, other than a Canadian Revolving Loan or a UK Revolving Loan, granted pursuant to the Credit Agreement. "Letters of Credit" shall mean any Letter of Credit, as defined in the Credit Agreement, other than a Canadian Letter of Credit or a UK Letter of Credit, issued pursuant to the Credit Agreement. "Note" shall mean, collectively, any Note, as defined in the Credit Agreement, other than a Canadian Revolving Credit Note, as defined in the Credit Agreement, or a UK Revolving Credit Note, as defined in the Credit Agreement, as the same may from time to time be amended, restated or otherwise modified or replaced. "Related Expenses" shall mean any and all reasonable costs, liabilities, and expenses (including, without limitation, losses, damages, penalties, claims, actions, attorneys' fees, legal expenses, judgments, suits, and disbursements) incurred by, imposed upon, or asserted against, Agent or any Bank in any attempt by Agent or any Bank: (a) to obtain, preserve, perfect, or enforce any security interest evidenced by this Agreement, the Credit Agreement or any Related Writing, as defined in the Credit Agreement; (b) to obtain payment, performance, and observance of any and all of the Debt; (c) to maintain, insure, audit, collect, preserve, repossess, and dispose of any of the Collateral or any other collateral securing the Debt, including, without limitation, costs and expenses for appraisals, assessments, and audits of Borrower or any such collateral; or (d) incidental or related to (a) through (c) above, including, without limitation, interest thereupon from the date incurred, imposed, or asserted until paid at the Default Rate, as defined in the Credit Agreement.

3. Warranties and Representations. Borrower represents and warrants to Agent and the Banks that each of the following statements is true and complete:

(a) Borrower owns the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

(b) The Collateral is valid and enforceable.

(c) Borrower has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any third person.

(d) Except for the liens granted in this Agreement or permitted by the Credit Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons.

(e) Borrower has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

(f) Borrower has used, and will continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect.

4. Right to Use. Unless and until there shall have occurred an Event of Default (as that term is defined in Section 8 of this Agreement), Agent, on behalf of the Banks, to the extent permitted by law, hereby grants to Borrower the exclusive, royalty-free, world-wide, nontransferable right and license to use the Collateral, including without limitation the right to act in the normal course of business with respect to the protection, renewal, maintenance or perfection of the Collateral, on and in connection with products manufactured, distributed, or both by or in connection with products sold by Borrower, for Borrower's sole benefit and account and for none other. Borrower shall not enter into any agreement that is inconsistent with Borrower's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any sublicense under, the license granted to Borrower hereunder, except in the ordinary course of business, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

5. Right to Inspect. Borrower hereby grants to Agent and its employees and agents the right, during regular business hours and upon reasonable notice, to visit Borrower's plants and facilities or the plants and facilities of any subcontractors that manufacture, inspect, sell or store products sold under any of the Collateral, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours, at Borrower's expense.

6. Standard Patent and Trademark Use. Borrower shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Borrower shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Borrower shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

7. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

(i) If an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or

(ii) If Borrower shall fail to perform any obligation of Borrower to be performed under this Agreement and the same shall not have been fully corrected within twenty (20) days after the giving of written notice thereof to Borrower by Agent or any Bank.

(b) If any Event of Default shall have occurred, Borrower irrevocably authorizes and empowers Agent, on behalf of the Banks, to terminate Borrower's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that Borrower may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Agent shall apply the residue of such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be distributed in accordance with the Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Borrower at least five (5) business days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Banks, this Agreement shall terminate and Agent shall execute and deliver to Borrower all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in and assignment of the Collateral and to re-vest in Borrower full title to the Collateral, subject to any disposition thereof that may have been made by Agent pursuant hereto.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Borrower shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Borrower shall not be obligated to maintain any Collateral in the event Borrower determines, in the reasonable business judgment of Borrower, that the maintenance of such Collateral is no longer necessary in Borrower's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and the Banks in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower, upon demand by Agent, and, until so paid, shall be added to the principal amount of the Debt.

10. Borrower's Obligations to Prosecute. Except as otherwise agreed to by Agent in writing, Borrower shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not

limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Borrower. Borrower shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Borrower or such abandonment is in connection with the abandonment of a product or product line.

11. Agent's Rights to Enforce. Borrower shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and the Banks shall have the right, but shall have no obligation, to join in any such action. Borrower shall promptly, upon demand, reimburse and indemnify Agent and the Banks for all damages, reasonable costs and expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and the Banks elect to join in any such action commenced by Borrower.

12. Power of Attorney. Borrower hereby authorizes and empowers Agent, on behalf of the Banks, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Borrower's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If Borrower fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Banks, may, but is not obligated to, do so in Borrower's name or in Agent's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Agent on demand in full for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Additional Documents. Borrower shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Borrower shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule A as of the date hereof and Borrower shall give Agent prompt written notice thereof.

16. Modification for New Collateral. Borrower hereby authorizes Agent to modify this Agreement by amending Schedule A to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at Agent's request, Borrower shall execute any documents or instruments required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedule A shall be effective without the signature of Borrower.

17. No Waiver. No course of dealing between Borrower and Agent and the Banks, nor any failure to exercise, nor any delay in exercising, on the part of Agent or the Banks, any right, power or privilege hereunder, under any of the Loan Documents, or any other document executed in connection with any of the foregoing ("Documents") shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Agent and the Banks with respect to the Collateral, whether established hereby or by the Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by the parties hereto, except as provided in Section 16 above. In the event that any provision herein is deemed to be inconsistent with any provision of any other Documents (other than the Credit Agreement) relating to the Collateral, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Borrower may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, (a) if to Borrower, mailed or delivered to it, addressed to the address of Borrower specified on the signature pages of the Credit Agreement, (b) if to a Bank, mailed or delivered to it, addressed to the address of such Bank specified on the signature pages of the Credit Agreement, and (c) if to Agent, mailed or delivered to it, addressed to it at 2 PNC Plaza, 620 Liberty Avenue, 18th Floor, Pittsburgh, PA 15222, Attention: Richard Muse, Jr. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered by courier or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices pursuant to any of the provisions hereof shall not be effective until received.

23. Governing Law/Jurisdiction. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Borrower hereby irrevocably agrees that all claims in respect of such action or

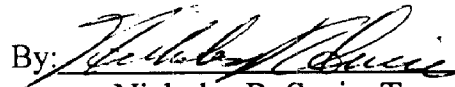
proceeding may be heard and determined in such Ohio state or federal court. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Borrower agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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24. JURY TRIAL WAIVER. BORROWER, AGENT AND THE BANKS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE BANKS, AND BORROWER, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY BANK TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG, BORROWER, AGENT AND THE BANKS, OR ANY OF THEM.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 21st day of May, 1999.

ADVANCED LIGHTING TECHNOLOGIES, INC.

By: 
Nicholas R. Sucic, Treasurer

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Douglas K. Winget, Vice President

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Nicholas R. Sucic, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ADVANCED LIGHTING TECHNOLOGIES, INC., an Ohio corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of May, 1999.

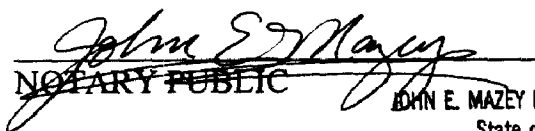

NOTARY PUBLIC

JOHN E. MAZEY NOTARY PUBLIC
State of Ohio
My Commission Has No Expiration

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Douglas K. Winget known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PNC BANK, NATIONAL ASSOCIATION, a national banking association, and that he executed the same as the act of such national banking association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of May, 1999.


NOTARY PUBLIC

JOHN E. MAZEY NOTARY PUBLIC
State of Ohio
My Commission Has No Expiration

SCHEDULE A



May 19, 1999 3:46am -- -- CLE
CLE1: 24915\2 -- 361183 Ver5



EXHIBIT A
to
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

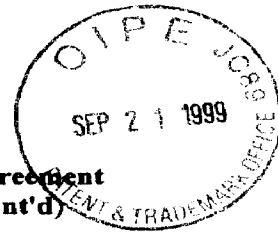
SCHEDULE OF ADVANCED LIGHTING TECHNOLOGIES, INC. PATENTS AND APPLICATIONS*

OWNER	TITLE	PATENT NO. OR APPLICATION SERIAL NO.	PATENT ISSUE DATE OR APPLICATION FILING DATE
Advanced Lighting Technologies, Inc.	A Fluorescent Lamp Containing a Mercury Zinc Amalgam and A Method of Manufacture	S. N. 08/299,292	September 1, 1994
Advanced Lighting Technologies, Inc.	A Fluorescent Lamp Containing a Mercury Zinc Amalgam and A Method of Manufacture	Patent 5,882,237 (Div. of 08/299,292)	March 16, 1999
Advanced Lighting Technologies, Inc.	A Fluorescent Lamp Containing a Mercury Zinc Amalgam and A Method of Manufacture	S.N. PI 9405796-6 (Brazil)	August 10, 1995
Advanced Lighting Technologies, Inc.	A Fluorescent Lamp Containing a Mercury Zinc Amalgam and A Method of Manufacture	S.N. 2,155,972 (Canada)	August 11, 1995
Advanced Lighting Technologies, Inc.	A Fluorescent Lamp Containing a Mercury Zinc Amalgam and A Method of Manufacture	S.N. 94910153.9 (Europe)	August 3, 1995
Advanced Lighting Technologies, Inc.	A Fluorescent Lamp Containing a Mercury Zinc Amalgam and A Method of Manufacture	S.N. 95-703124 (Korea)	July 28, 1995
Advanced Lighting Technologies, Inc.	A Fluorescent Lamp Containing a Mercury Zinc Amalgam and A Method of Manufacture	S.N. 6-518396 (Japan)	August 11, 1995

* Unless otherwise indicated in () in the third column, the patent information on this chart is for US. patents.

15545.1 Ex. A to Collateral Assign/Securities & Exchange Commission. Agmt.-ADLT

**Exhibit A to Collateral Assignment and Security Agreement
Schedule of ADLT Patents and Applications (Cont'd)**



OWNER	TITLE	PATENT NO. OR APPLICATION SERIAL NO.	PATENT ISSUE DATE OR APPLICATION FILING DATE
Advanced Lighting Technologies, Inc.	Auxiliary Lighting Control Circuit And Method For A HID Lamp Lighting System	S.N. 08/899,881	July 24, 1997
Advanced Lighting Technologies, Inc.	Auxiliary Lighting Control Circuit And Method For A HID Lamp Lighting System	PCT/US98/15150 (Patent Cooperation Treaty)	July 24, 1998
Advanced Lighting Technologies, Inc.	Dimming System and Method For a Magnetically Ballasted Gaseous Discharge Lamp	S.N. 09/227,830	January 11, 1999
Advanced Lighting Technologies, Inc.	Lampholder Assembly With An Integral Ballast	Patent D 403,100	December 22, 1998
Advanced Lighting Technologies, Inc.	Lampholder Assembly With An Integral Ballast	Patent M 9804538.5 (Germany)	November 16, 1998
Advanced Lighting Technologies, Inc.	Lampholder Assembly With An Integral Ballast	S.N. 98307670.7 (China)	May 4, 1998
Advanced Lighting Technologies, Inc.	Metal Halide Lamps And Method of Manufacture	S.N. 08/645,115	March 13, 1996
Advanced Lighting Technologies, Inc.	Metal Halide Lamps And Method of Manufacture	S.N. 9823617.7 (U.K.)	November 5, 1998
Advanced Lighting Technologies, Inc.	Metal Halide Lamps And Method of Manufacture	S.N. 19781751.3 (Germany)	November 5, 1998
Advanced Lighting Technologies, Inc.	Metal Halide Lamps And Method of Manufacture	S.N. 9-541150 (Japan)	November 11, 1998
Advanced Lighting Technologies, Inc.	Metal Halide Lamps And Method of Manufacture	S.N. 98-709144 (Korea)	November 12, 1998
Advanced Lighting Technologies, Inc.	Operating Circuit For An Inductively Ballasted Arc Discharge Lamp	Patent 5,896,013	April 20, 1999



**Exhibit A to Collateral Assignment and Security Agreement
Schedule of ADLT Patents and Applications (Cont'd)**

OWNER	TITLE	PATENT NO. OR APPLICATION SERIAL NO.	PATENT ISSUE DATE OR APPLICATION FILING DATE
Advanced Lighting Technologies, Inc.	Metal Halide Discharge Lamp Producing A Non-White Color	S.N. 08/457,570	June 1, 1995
Advanced Lighting Technologies, Inc.	Methods of Strengthening Metal Halide Particles, And Improved Lamp Fill Material	S.N. 08/702,038	October 9, 1996
Advanced Lighting Technologies, Inc.	Reflector	Patent MR 26317 (Germany)	June 24, 1986
Advanced Lighting Technologies, Inc.	Strengthening Agent For Metal Halide Particles And Improved Lamp Fill Material	S.N. 08/702,031	August 23, 1996
Advanced Lighting Technologies, Inc.	Strengthening Agent For Metal Halide Particles And Improved Lamp Fill Material	S.N. 97935219.2 (Europe)	March 23, 1999
Advanced Lighting Technologies, Inc.	Strengthening Agent For Metal Halide Particles And Improved Lamp Fill Material	S.N. 10-510759 (Japan)	February 23, 1999
Advanced Lighting Technologies, Inc.	Unitary Socket/Electronics Assembly Module For A Metal Halide Lamp	S.N. 08/958,933	October 28, 1997
Advanced Lighting Technologies, Inc.	Unitary Socket/Electronics Assembly Module For A Metal Halide Lamp	S. N. PCT/US98/22695 (Patent Cooperation Treaty)	October 27, 1998



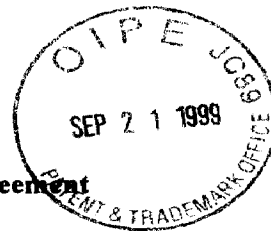
EXHIBIT A
to
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

ADVANCED LIGHTING TECHNOLOGIES, INC.'S SCHEDULE OF MARKS*

REGISTERED OWNER	MARK	U.S. REGISTRATION NO.
Advanced Lighting Technologies, Inc.	PRO ARC	Reg. 1,351,568
Advanced Lighting Technologies, Inc.	PRO ARC	Reg. 323,586 (Canada)
Advanced Lighting Technologies, Inc.	VLI Logo	Reg. 1,357,882
Advanced Lighting Technologies, Inc.	VLI Logo	Reg. 321,884 (Canada)
Advanced Lighting Technologies, Inc.	VLI Logo	Reg. 2,113,518 (U.K.)
Advanced Lighting Technologies, Inc.	VLI Logo	Reg. 729, 737 (Italy)
Advanced Lighting Technologies, Inc.	VLI Logo	Reg. 96 648 593 (France)
Advanced Lighting Technologies, Inc.	VLI Logo	Reg. 39645980 (Germany)
Advanced Lighting Technologies, Inc.	VLI Logo	Reg. 674,037 (Australia)
Advanced Lighting Technologies, Inc.	VLI Logo	Reg. 254,192 (New Zealand)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING INTERNATIONAL	Reg. 1,396,659
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING INTERNATIONAL	Reg. 335, 094 (Canada)

* Unless otherwise indicated in () in the third column, the trademark information in this chart is for U.S. trademarks.

15545.1 Ex. A to Collateral Assign/Securities & Exchange Commission Agmt.-ADLT



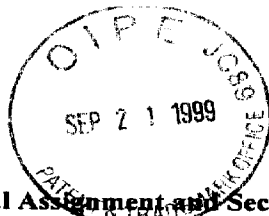
**Exhibit A to Collateral Assignment and Security Agreement
of ADLT's Schedule of Marks (Cont'd)**

REGISTERED OWNER	MARK	U.S. REGISTRATION NO.
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING INTERNATIONAL	Reg. 1,253,673 (U.K.)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING INTERNATIONAL	Reg. 396459897 (Germany)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING INTERNATIONAL	Reg. 674,038 (Australia)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING INTERNATIONAL	Reg. 254193 (New Zealand)
Advanced Lighting Technologies, Inc.	VENTURE	Reg. 1,707,980
Advanced Lighting Technologies, Inc.	VENTURE	Reg. 4152386 (Japan)
Advanced Lighting Technologies, Inc.	VENTURE	Reg. 1,470,183 (U.K.)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING	Reg. 4152387 (Japan)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING (stylized)	Reg. 2131472 (U.K.)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING (stylized)	Reg. 39719956 (Germany)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING (stylized)	Reg. 97676221 (France)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING (stylized)	Reg. 734,043 (Australia)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING (stylized)	Reg. 276,124 (New Zealand)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING (stylized)	Reg. 47034 (Korea)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING (stylized)	Reg. 12238/1998 (Hong Kong)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING (stylized)	Reg. 210,836 (Finland)



**Exhibit A to Collateral Assignment and Security Agreement
of ADLT's Schedule of Marks (Cont'd)**

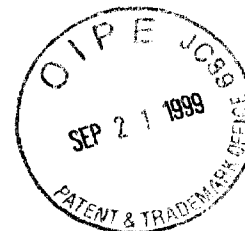
REGISTERED OWNER	MARK	U.S. REGISTRATION NO.
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING (stylized)	Reg. 329,698 (Sweden)
Advanced Lighting Technologies, Inc.	VENTURE LIGHTING (stylized)	Reg. VR02.665 1997 (Denmark)
Advanced Lighting Technologies, Inc.	ENERGY MASTER	Reg. 1,715,439
Advanced Lighting Technologies, Inc.	WHITE LUX	Reg. 1,730,895
Advanced Lighting Technologies, Inc.	WHITE LUX	Reg. 96 648 592 (France)
Advanced Lighting Technologies, Inc.	SUPER PRO-ARC	Reg. 1,771,290
Advanced Lighting Technologies, Inc.	Recycle Logo	Reg. 1,965,660
Advanced Lighting Technologies, Inc.	MICROSUN	Reg. 2,099,921
Advanced Lighting Technologies, Inc.	MICROSUN	Reg. 506,803 (Canada)
Advanced Lighting Technologies, Inc.	MICROSUN	Reg. 2143702 (U.K.)
Advanced Lighting Technologies, Inc.	MICROSUN	Reg. VR 05.018 1997 (Denmark)
Advanced Lighting Technologies, Inc.	MICROSUN	Reg. 397 40 602.9 (Germany)
Advanced Lighting Technologies, Inc.	MICROSUN	Reg. 434,474 (Korea)
Advanced Lighting Technologies, Inc.	MICROSUN	Reg. 282742 (New Zealand)
Advanced Lighting Technologies, Inc.	Microsun Logo	Reg. 2,103,892
Advanced Lighting Technologies, Inc.	Microsun Logo	Reg. 976907 (Norway)



**Exhibit A to Collateral Assignment and Security Agreement
of ADLT's Schedule of Marks (Cont'd)**

REGISTERED OWNER	MARK	U.S. REGISTRATION NO.
Advanced Lighting Technologies, Inc.	Microsun Logo	Reg. 2143699 (U.K.)
Advanced Lighting Technologies, Inc.	Microsun Logo	Reg. VR 05.019 1997 (Denmark)
Advanced Lighting Technologies, Inc.	Microsun Logo	Reg. 39740600 (Germany)
Advanced Lighting Technologies, Inc.	Microsun Logo	Reg. 434,475 (Korea)
Advanced Lighting Technologies, Inc.	Microsun Logo	Reg. 282743 (New Zealand)
Advanced Lighting Technologies, Inc.	WYNDAM HALL	Reg. 2,104,141
Advanced Lighting Technologies, Inc.	AGRO-LUX	Reg. 2,134,888
Advanced Lighting Technologies, Inc.	PERFORMANCE PLUS	Reg. 2,167,386
Advanced Lighting Technologies, Inc.	PERFORMANCE PLUS	Reg. 2122817 (Spain)
Advanced Lighting Technologies, Inc.	PERFORMANCE PLUS	Reg. 97 699 351 (France)
Advanced Lighting Technologies, Inc.	PERFORMANCE PLUS	Reg. 211,290 (Finland)
Advanced Lighting Technologies, Inc.	PERFORMANCE PLUS	Reg. VR 05.157 1997 (Denmark)
Advanced Lighting Technologies, Inc.	ENERGYMASTER PLUS	Reg. 2,171,151
Advanced Lighting Technologies, Inc.	ENERGYMASTER PLUS	Reg. 2147946 (U.K.)
Advanced Lighting Technologies, Inc.	ENERGYMASTER PLUS	Reg. 39749221 (Germany)
Advanced Lighting Technologies, Inc.	ENERGYMASTER PLUS	Reg. 2122816 (Spain)

**Exhibit A to Collateral Assignment and Security Agreement
of ADLT's Schedule of Marks (Cont'd)**



REGISTERED OWNER	MARK	U.S. REGISTRATION NO.
Advanced Lighting Technologies, Inc.	ENERGYMASTER PLUS	Reg. 97 699 350 (France)
Advanced Lighting Technologies, Inc.	ENERGYMASTER PLUS	Reg. 190,627 (Norway)
Advanced Lighting Technologies, Inc.	ENERGYMASTER PLUS	Reg. VR 05.156 1997 (Denmark)
Advanced Lighting Technologies, Inc.	ENERGYMASTER PLUS	Reg. 746080 (Australia)
Advanced Lighting Technologies, Inc.	SMARTPAC and Design	Reg. 2,223,069
Advanced Lighting Technologies, Inc.	SMARTPAC	Reg. 2,241,770
Advanced Lighting Technologies, Inc.	WINTERSUN	Reg. 2,232,711
Advanced Lighting Technologies, Inc.	WINTERSUN	Reg. 189,021 (Norway)
Advanced Lighting Technologies, Inc.	WINTERSUN	Reg. VR 05.020 1997 (Denmark)
Advanced Lighting Technologies, Inc.	WINTERSUN	Reg. 39740601 (Germany)
Advanced Lighting Technologies, Inc.	WINTERSUN	Reg. 434,476 (Korea)
Advanced Lighting Technologies, Inc.	WINTERSUN	Reg. 745,038 (Australia)
Advanced Lighting Technologies, Inc.	WINTERSUN	Reg. 282744 (New Zealand)
Advanced Lighting Technologies, Inc.	CORALUX	Reg. 2138079 (U.K.)
Advanced Lighting Technologies, Inc.	DATALUX	Reg. 192,386 (Norway)
Advanced Lighting Technologies, Inc.	DATALUX	Reg. 2143778 (U.K.)



**Exhibit A to Collateral Assignment and Security Agreement
of ADLT's Schedule of Marks (Cont'd)**

REGISTERED OWNER	MARK	U.S. REGISTRATION NO.
Advanced Lighting Technologies, Inc.	DATALUX	Reg. VR 02034 1998 (Denmark)
Advanced Lighting Technologies, Inc.	DATALUX	Reg. 39740603 (Germany)
Advanced Lighting Technologies, Inc.	DATALUX	Reg. 5440/1998 (Hong Kong)
Advanced Lighting Technologies, Inc.	DATALUX	Reg. 745,041 (Australia)
Advanced Lighting Technologies, Inc.	DATALUX	Reg. 821,734 (Taiwan)
Advanced Lighting Technologies, Inc.	DATALUX	Reg. 282741 (New Zealand)
Advanced Lighting Technologies, Inc.	CRYSTAL LITES	Reg. 507,825 (Canada)
Advanced Lighting Technologies, Inc.	DESIGNER COLOR	Reg. 39754124 (Germany)
Advanced Lighting Technologies, Inc.	DESIGNER COLOR	Reg. 97702082 (France)
Advanced Lighting Technologies, Inc.	DESIGNER COLOR	Reg. 211,607 (Finland)
Advanced Lighting Technologies, Inc.	DESIGNER COLOR	Reg. 190,243 (Norway)
Advanced Lighting Technologies, Inc.	DESIGNER COLOR	Reg. VR 00.133 1998 (Denmark)
Advanced Lighting Technologies, Inc.	PRECISION PLUS	Reg. 2119679 (Spain)
Advanced Lighting Technologies, Inc.	PRECISION PLUS	Reg. 97 699 348 (France)
Advanced Lighting Technologies, Inc.	PRECISION PLUS	Reg. 211,289 (Finland)
Advanced Lighting Technologies, Inc.	PRECISION PLUS	Reg. VR05 158 1997



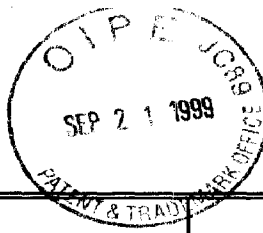
**Exhibit A to Collateral Assignment and Security Agreement
of ADLT's Schedule of Marks (Cont'd)**

REGISTERED OWNER	MARK	U.S. REGISTRATION NO.
Advanced Lighting Technologies, Inc.	QUALITY PLUS	Reg. 507,824 (Canada)
Advanced Lighting Technologies, Inc.	SCONCIERE	Reg. 567,213 (Mexico)
Advanced Lighting Technologies, Inc.	SCONCIERE	Reg. 2138082 (U.K.)
Advanced Lighting Technologies, Inc.	SCONCIERE	Reg. 738,369 (Australia)
Advanced Lighting Technologies, Inc.	SUNMASTER	Reg. 762, 320 (Australia)
Advanced Lighting Technologies, Inc.	SUNMASTER	Reg. 634, 629 (Belgium, Luxembourg, Netherlands)
Advanced Lighting Technologies, Inc.	SUNMASTER	Reg. 98 732663 (France)
Advanced Lighting Technologies, Inc.	SUNMASTER	Reg. 39827526.2 (Germany)
Advanced Lighting Technologies, Inc.	SUNMASTER	Reg. 292358 (New Zealand)
Advanced Lighting Technologies, Inc.	SUNMASTER	Reg. 193,695 (Norway)
Advanced Lighting Technologies, Inc.	SUNMASTER	Reg. 2167101 (U.K.)
Advanced Lighting Technologies, Inc.	SUNMASTER + PLUS	Reg. 762,319 (Australia)
Advanced Lighting Technologies, Inc.	SUNMASTER + PLUS	Reg. 634, 630 (Belgium, Luxembourg, Netherlands)
Advanced Lighting Technologies, Inc.	SUNMASTER + PLUS	Reg. 213558 (Finland)
Advanced Lighting Technologies, Inc.	SUNMASTER + PLUS	Reg. 98 732664 (France)
Advanced Lighting Technologies, Inc.	SUNMASTER + PLUS	Reg. 39827527.0 (Germany)



**Exhibit A to Collateral Assignment and Security Agreement
of ADLT's Schedule of Marks (Cont'd)**

REGISTERED OWNER	MARK	U.S. REGISTRATION NO.
Advanced Lighting Technologies, Inc.	SUNMASTER + PLUS	Reg. 292359 (New Zealand)
Advanced Lighting Technologies, Inc.	SUNMASTER + PLUS	Reg. 193,696 (Norway)
Advanced Lighting Technologies, Inc.	SUNMASTER + PLUS	Reg. 2167004 (U.K.)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 2113517 (U.K.)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 39645981 (Germany)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 2060749 (Spain)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 2112229 (Spain)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 96648591 (France)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 4124101 (Japan)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 826490 (Canada)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 720076 (Australia)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 268474 (New Zealand)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 268475 (New Zealand)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 268476 (New Zealand)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 47035 (Korea)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 1201370 (China)



REGISTERED OWNER	MARK	U.S. REGISTRATION NO.
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 210724 (Finland)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 329,697 (Sweden)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. 189,361 (Norway)
Advanced Lighting Technologies, Inc.	Triangle Design	Reg. VR02.666 1997 (Denmark)
Advanced Lighting Technologies, Inc.	UV GUARD	Reg. 397 19 957 (Germany)
Advanced Lighting Technologies, Inc.	UV GUARD	Reg. 2097866 (Spain)
Advanced Lighting Technologies, Inc.	UV GUARD	Reg. 97/676,443 (France)
Advanced Lighting Technologies, Inc.	UV GUARD	Reg. 210,835 (Finland)
Advanced Lighting Technologies, Inc.	UV GUARD	Reg. VR02.664 1997 (Denmark)