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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):
Juno Lighting, Inc.

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

2. Name and address of receiving party(ies):
Name: Bank of America, N.A.
Internal Address: Bank of America Agency Services
Street Address: One Independence Center
101 N. Tryon Street
City: Charlotte State: NC ZIP: 28255-0001

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 12, 2000

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)
B. Patent No.(s)
5,944,412

Additional numbers attached? Yes No

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

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

Name: Mark B. Knowles
Internal Address: Jones Day Reavis & Pogue
P.O. Box 660623
City: DALLAS State: TEXAS ZIP: 75266-0623

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 *Michelle McMullen* November 2, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document 6

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

Name: Bank of America, N.A.

Internal Address: Bank of America Corporate Center

Street Address: 100 N. Tryon Street

City: Charlotte State: NC ZIP: 28255

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

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. EL626924335US

Date of Deposit: November 2, 2000



Signature

Michelle McMullen

(type or print name of person certifying)

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of October 12, 2000, made by JUNO LIGHTING, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A. (formerly known as 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 June 29, 1999 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, 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 Grantor upon the terms and subject to the conditions set forth therein;

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 June 29, 1999 (as amended, supplemented, restated or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Grantor certain subsidiaries of the Grantor 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 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 LIGHTING, INC.

By: 
Name: JOEL W. CHERMERS
Title: VICE PRESIDENT;

PATENT REGISTRATIONS

PATENT NO.

5,944,412

DATE ISSUED

August 31, 1999

APP. NO.

PATENT APPLICATIONS

DATE FILED

PATENT LICENSES

NAME OF AGREEMENT

PARTIES

DATE OF AGREEMENT