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OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings $\Rightarrow \Rightarrow \Rightarrow \nabla$ U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101784607

To the Honorable Commissioner

...marks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Catalina Lighting, Inc.

2. Name and address of receiving party(ies)

Name: SunTrust Banks, Inc.

Internal Address: _____

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 303 Peachtree Street25th FloorCity: Atlanta State: GA Zip: 30308Execution Date: July 23, 2001Additional 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)

See attached

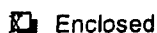
B. Patent No.(s)

See attached

Additional numbers attached? ☒ Yes ☐ No

21

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

Name: Susan LakeInternal Address: King & SpaldingStreet Address: 191 Peachtree StreetCity: Atlanta State: GA Zip: 303036. Total number of applications and patents involved: 207. Total fee (37 CFR 3.41).....\$ 1,200.00

Enclosed

Expedite Fee 120.00

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying 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.

Susan Lake

Name of Person Signing

Signature

Jul 24, 2001

Date

07/26/2001 DBYRNE 00000059 5801490

Total number of pages including cover sheet, attachments, and documents: 5840.00 OP
120.00 OPdocuments to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:581
02 FC:584

PATENT

REEL: 011783 FRAME: 0282

PATENTS

Schedule A (Patents)

Catalina Lighting, Inc.

PATENTS and PATENT APPLICATIONS-- U.S.

Title	Patent No.	Serial No.	Filing Date
Fire Safe Halogen Torchiere Lamp	5,801,490		
Computer Keyboard Light	5,868,487		
Halogen Task Lamp Diffuser	5,964,521		
Tip & Circuit Safety Features	6,133,695		
Lamp with a Temperature-Controlled Automatically Protecting Circuit	6,144,160		
Tipover-Safe Means for Lamp	6,246,176		
CD Rack Lamp	D368,544		
Lamp Base with Clock	D388,208		
Lamp Base with Clock	D392,571		
Retrofit Grid for Halogen Torchiere Lamp	D394,521		
Portable Fan	D406,331		
Packaging & Display System	D409,907		
Lamp Design	D426,014		
Safety Switch		08/910,982	08/07/97
Tip-Over Switch		09/152,479	09/14/98
Tip-Over Safety		09/152,480	09/14/98
Tripod Multi Work Light		09/731,073	03/12/01
Display Stand		09/731,074	03/12/01
Adjustable Can Lamp		09/731,076	12/06/99
Supply Connector for Track Lighting		60/244,884	11/02/00
Adjustable Hanger Bar		60/248,938	11/15/00
Track Pendant Adaptor		Pending	
Compact Fluorescent Lamp		Pending	
Universal Electrical Mounting Box		Pending	
Saddle Track Lighting		Pending	
Locking Harp for Table Lamp		Pending	
Collapsible Lamp Shade		Pending	
Hardware Canopies with Interchangeable Track		Pending	
Mono-Point Pendant Connector		Pending	
Adjustable Slope Recessed Housing		Pending	

PATENT ASSIGNMENT

Whereas, Catalina Lighting, Inc., a Florida corporation having a principal business address at 18191 N. W. 68th Avenue, Miami, Florida 33015 (the "Assignor") is the sole owner of record of the inventions listed on Schedule A and for which letters patent have been issued or for which patent applications have been filed, as set forth on attached Schedule A;

and

Whereas, SunTrust Banks, Inc., a Georgia corporation, having a principal business address of 303 Peachtree Street NE, 25th Floor, Atlanta, Georgia 30308 (the "Assignee") is desirous of acquiring the entire right, title and interest in and to the inventions listed on Schedule A (the "Property") in all countries throughout the world, the letters patent and patent applications listed on Schedule A, and any patents to be issued thereupon, in all countries throughout the world;

Now, therefore, pursuant to that certain Note Purchase Agreement entered into between the parties on July 23, 2001 and for other good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Assignor does hereby collaterally assign, pledge, mortgage and hypothecate to Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the inventions, patents, and applications listed on Schedule A hereto, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such applications, and all applications for Letters Patent which may hereafter be filed for these inventions in any foreign country and all Letters Patent which may be granted on these inventions in any foreign country, and all extensions, renewals, and reissues thereof; and the Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for these inventions to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Unless and until the Assignee exercises the rights and remedies accorded to it under the Note Purchase Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Assignee hereby grants to the Assignor the exclusive, nontransferable, royalty-free right and license under the Property for the Assignor's own benefit and account, so that the Assignor may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but with respect to all Property being used in the Assignor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property; provided, however, that the foregoing shall not impose an obligation on Assignor to continue to use any of the Property in the Assignor's business to the extent that such Property is not necessary in the normal conduct of its business;

Assignor covenants that it has the full right to convey the interest assigned by this Assignment and that it has not executed and will not execute any agreement in conflict with this Assignment;

PATENTS

Schedule A (Patents)**Catalina Lighting, Inc.****PATENTS and PATENT APPLICATIONS-- U.S.**

Title	Patent No.	Serial No.	Filing Date
Fire Safe Halogen Torchiera Lamp	5,801,490		
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