

RECC

01-17-2003

40-581 D



102341366

Tab settings

RE

To the Honorable Commissioner of Patents

ed original documents or copy thereof.

1. Name of conveying party(ies):
Architectural Lighting Systems, Inc.
30 Sherrwood Drive
Taubton, MA 02780
Additional name(s) for conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fleet National Bank
Internal Address: ATTN: Eric VanderMel

9-11-02

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: June 30, 1994

Street Address: 111 Westminster Street
City: Providence State: RI ZIP: 02903
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) B. Patent No.(s) 5,188,449
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Fleet National Bank
Internal Address: Attn: Eric Vander Mel
Street Address: 111 Westminster Street
City: Providence State: RI ZIP: 02903

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

REEL 7064, FRAME 092

DO NOT USE THIS SPACE
120 PK 07/25/94 5188449 2 581 40.00 CR 91837069

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.
W. OWINGS STONE Name of Person Signing
W. O. Stone Signature
7/14/94 Date

Total number of pages including cover sheet, attachments, and document: 5

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

1. Name of conveying party(ies):

Fleet National Bank
111 Westminster Street
Providence, RI 02903

9.11.02

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Assignment

Execution Date: 09/03/2002

2. Name and address of receiving party(ies)

Name: Architectural Lighting Systems, Inc

Internal Address: _____

Street Address: 30 Sherwood Dr.

City: Taunton State: MA Zip: 02780

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

OFFICE OF SPECIAL RECORDS
2002 SEP 11 AM 8:58
FINANCE SECTION

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) 5188449

Additional numbers attached? Yes No

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

Name: Richard L. Gemma, Esq.

Internal Address: MacAdams & Wieck Incorporated

Street Address: 101 Dyer Street, Suite 400

City: Providence State: RI Zip: 0290

6. Total number of applications and patents involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Fleet National Bank

Fleet National Bank

By: William Eakes, Bank Officer
Name of Person Signing

By: William S. Eaker 9/6/02
Signature Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with: required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

09/16/2002 TDI/AZ1 00000212 5188449
01 FC:581 40.00 OP

RELEASE OF PATENT COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Fleet National Bank, a national banking association with a place of business at 111 Westminster Street, Providence, Rhode Island 02903, hereby releases that certain Patent Collateral Assignment and Security Agreement dated June 30, 1994, from Architectural Lighting Systems, Inc., a Rhode Island corporation, recorded with the United States Patent and Trademarks office on July 15, 1994, Reel 7064, Frame 092.

IN WITNESS WHEREOF, said Fleet National Bank has caused its name to signed by its duly authorized officer this 6TH day of JANUARY, 2003.

FLEET NATIONAL BANK

By: William S. Eakes
William S. Eakes
Bank Officer

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 6TH day of JANUARY, 2003, before me personally appeared William S. Eakes, a bank officer of Fleet National Bank, to me know and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of Fleet National Bank.

Jane A. Martin
Notary Public JANE A. MARTIN
My Commission Expires: 2/2/06

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AGREEMENT dated as of June 30, 1994 made by Architectural Lighting Systems, Inc., a Rhode Island corporation with its chief executive office located at 30 Sherwood Street, Taunton, Massachusetts ("Borrower"), in favor of Fleet National Bank, a national banking organization with a place of business at 111 Westminster Street, Providence, Rhode Island 02903, and its successors, assigns, and other legal representatives ("Secured Party").

W I T N E S S E T H:

WHEREAS, Borrower and Secured Party are parties to a Loan and Security Agreement, dated as June __, 1994 and certain, agreements, documents and instruments entered into pursuant thereto, or in connection therewith, as may be amended, supplemented or modified from time to time (the "Loan Agreement"), pursuant to which Secured Party and Borrower have agreed to certain financial arrangements; and

WHEREAS, Secured Party's willingness to make loans and provide credit accommodations pursuant to the Loan Agreement is subject to the condition, among others, that Borrower execute and deliver this Patent Collateral Assignment and Security Agreement;

As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Borrower hereby unconditionally grants to the Secured Party, a continuing security interest in and first priority lien on the Patents, and pledges, mortgages and hypothecates (but does not transfer title to) the Patents to the Secured Party.

For purposes of this Agreement, "Patents" shall mean (a) any patents or patent rights in which Borrowers now have or may hereafter acquire an interest, and all right, title and interest of Borrowers therein and thereto, and all applications, registrations and recordings thereof; and (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated therewith; and (d) all licenses thereof and the royalties associates therewith; including, without limitation, those patents listed on Schedule A attached hereto.

Upon and following Demand or an Event of Default under the Loan Agreement, the Secured Party may exercise, in respect of the Trademark Collateral, all the rights and remedies of a secured party upon default under the Uniform Commercial Code (whether or not such Code applies to the affected Trademark Collateral) and those rights and remedies set forth in the Loan Agreement. In no event shall this Agreement or the recordation of this Agreement (or any document hereunder) with the United States Patent and Trademark Office ("PTO"), adversely affect or impair, in any way or to any extent, the Loan Agreement, the security interest of the Secured Party in the Collateral (including the Patents)

REEL 7064, FRAME 093

pursuant to the Loan Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Loan Agreement, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Secured Party in and to the Patents (and any and all obligations of the Borrower with respect to the Patents) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Borrower) in, to or with respect to the Collateral (including the Trademark) provided in or arising under or in connection with the Loan Agreement.

Capitalized terms not defined herein shall have the definition given to them in the Loan Agreement.

IN WITNESS WHEREOF, the Borrower and the Secured Party, each by its duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

ARCHITECTURAL LIGHTING SYSTEMS, INC.

By: Kenneth A. Nulman
Kenneth A. Nulman, Chairman

FLEET NATIONAL BANK

By: Eric C. Vander Meel
Name: ERIC C. VANDER MEEL
Title: AVP

STATE OF RHODE ISLAND

County of Providence

In Providence, in said County and State, on the 30th day of June, 1994 before me appeared Kenneth Nulman, President, of Nulco Mfg. Co. (the "Company"), to me known and known by me to be the party executing the foregoing instrument for and on behalf of the Company and he acknowledged that the within instrument by him executed to be his free act and deed and the free act and deed of the Company.

[affix notary seal]

Michael P. [Signature]
Notary Public
My Commission Expires: 1-6-96

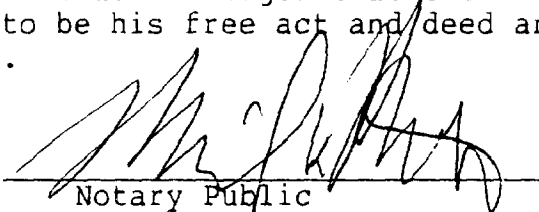
STATE OF RHODE ISLAND

County of Providence

REEL 7061, FRAME 914

In Providence, in said County and State, on the 30th day of June, 1994 before me appeared Eric C. Vander Mel, Assistant Vice President of Fleet National Bank (the "Company"), to me known and known by me to be the party executing the foregoing instrument for and on behalf of the Company and he acknowledged that the within instrument by him executed to be his free act and deed and the free act and deed of the Company.

[affix notary seal]



Notary Public
My Commission Expires: 1-6-96

ARUBA : WP3 : [STONEW]NULCO.A07;3

REEL 7064, FRAME 95