

MRD 5-5-2004

05-06-2004

Foam PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

REC



U.S. DEPARTMENT OF COMMERCE
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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):

Tech Lighting L.L.C.

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

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Grant of Patent Security InterestExecution Date: April 30, 2004

2. Name and address of receiving party(ies)

Name: BNP Paribas, as Administrative Agent

Internal Address: _____

Street Address: 787 Seventh AvenueCity: New York State: NY Zip: 10019Additional 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) 10/366,883B. Patent No.(s) D362,323; and 6,183,297Additional numbers attached? ☐ Yes ☒ No

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

Name: Gina M. Durham

Internal Address: _____

Street Address: c/o O'Melveny & Myers LLP400 South Hope Street, Room 1919City: Los Angeles State: CA Zip: 900716. Total number of applications and patents involved: 37. Total fee (37 CFR 3.41).....\$240.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number

DO NOT USE THIS SPACE

9. Signature.

Gina M. Durham

Name of Person Signing

Signature

May 4, 2004

Date

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

05/06/2004 GT0N11 00000043 10366883

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 202301 FC:8021
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088,188-072

PATENT
REEL: 014567 FRAME: 0820

GRANT OF PATENT SECURITY INTEREST

WHEREAS, TECH LIGHTING L.L.C., a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of April 30, 2004 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP PARIBAS, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of April 30, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term **“proceeds”** includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of April, 2004.

TECH LIGHTING L.L.C.

By: Michael J.
Name: Michael Sandoni
Title: Asst. Sec.

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
US D362,323	09/12/95	Adjustable Support Arm for a Lighting Fixture	Gregory L. Kay
US 6,183,297	02/06/01	Coaxial Connector	Gregory L. Kay, Wallace Hepkema

Patents Pending:

<u>Applicant's/Assignee's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>	<u>Inventor(s)</u>
Tech Lighting L.L.C.	02/14/03	US 10/366,883	Field Bendable Line Voltage Track Lighting System	Gregory Kay, Aaron Mobarak, Victor Smith, Christopher Watson, Michael Shulman, Paul Furlow, Wallace Hepkema