

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Second Lien Patent Security Agreement										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Generation Brands LLC</td><td>12/30/2006</td></tr><tr><td>LBL Lighting LLC</td><td>12/30/2006</td></tr></tbody></table>		Name	Execution Date	Generation Brands LLC	12/30/2006	LBL Lighting LLC	12/30/2006				
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Generation Brands LLC	12/30/2006										
LBL Lighting LLC	12/30/2006										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Bear Stearns Corporate Lending, Inc.</td></tr><tr><td>Street Address:</td><td>383 Madison Avenue</td></tr><tr><td>City:</td><td>New York</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10179</td></tr></table>		Name:	Bear Stearns Corporate Lending, Inc.	Street Address:	383 Madison Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10179
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City:	New York										
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>D410561</td></tr></tbody></table>		Property Type	Number	Patent Number:	D410561						
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Patent Number:	D410561										
CORRESPONDENCE DATA											
Fax Number: (917)777-2517 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 212-735-2517											
Email: oepstein@skadden.com											
Correspondent Name: Oren Epstein											
Address Line 1: 4 Times Square											
Address Line 2: 30-112											
Address Line 4: New York, NEW YORK 10036											
ATTORNEY DOCKET NUMBER:	074000/696										
NAME OF SUBMITTER:	Oren Epstein										
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## SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT ("Agreement"), dated as of December 30, 2006, is entered into by and between each Additional Grantor listed on the signature pages hereto (the "Additional Grantors") and Bear Stearns Corporate Lending, Inc. (the "Assignee"), as Second Lien Collateral Agent pursuant to that certain Second Lien Guarantee and Collateral Agreement dated as of June 20, 2006 between the Assignee, each of the Grantors referred to therein and the Additional Grantors (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), and pursuant to that certain Second Lien Credit Agreement, dated as of June 20, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Quality Home Brands Holdings LLC, a Delaware limited liability company, as the Borrower, QHB Holdings LLC, a Delaware limited liability company, ("Holdings"), the Lenders from time to time party thereto, Bear Stearns, & Co. Inc., and BNP Paribas Securities Corporation as joint lead arrangers and joint bookrunners, BNP Paribas, as syndication agent, Bear Stearns Corporate Lending, Inc., as Second Lien Administrative Agent and Second Lien Collateral Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Additional Grantor is granting a security interest to the Assignee in certain Collateral, including the Patents set forth on Schedule A hereto opposite the name of such Additional Grantor.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Additional Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Each Additional Grantor hereby grants to Assignee, for the benefit of the Secured Parties, a security interest in all Patents, to the extent of such Additional Grantor's right, title or interest therein, now owned or at any time hereafter acquired by such Additional Grantor or in which such Additional Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Additional Grantor's United States Patents as of the date hereof.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

(d) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of June 20, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Quality Home Brands Holdings LLC, Bear Stearns Corporate Lending Inc. ("BSCL"), as First Lien Collateral Agent and BSCL, as Second Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Additional Grantor authorizes the Assignee, upon notice to such Additional Grantor, to modify this Agreement in the name of and on behalf of such Additional Grantor without obtaining such Additional Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Patent owned or subsequently acquired by such Additional Grantor. Each Additional Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Additional Grantor and shall inure to the benefit of the Secured Parties and their successors and assigns; provided that no Additional Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Assignee and, unless so consented to, each such assignment, transfer or delegation by any Additional Grantor shall be void.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparties taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

ADDITIONAL GRANTORS:

GENERATION BRANDS LLC

By: 

Name: Robert D. Haswell

Title: Secretary and Treasurer  
Vice President

LBL LIGHTING LLC

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

ADDITIONAL GRANTORS:

GENERATION BRANDS LLC

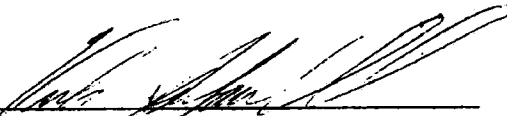
By: \_\_\_\_\_  
Name:  
Title:

LBL LIGHTING LLC

By: Joseph S. Higgins  
Name: Joseph S. Higgins  
Title: Chief Executive Officer

ASSIGNEE:

BEAR STEARNS CORPORATE LENDING, INC., as  
Second Lien Collateral Agent

By:   
Name: VICTOR BULZACCHELLI  
Title: VICE PRESIDENT

W303526

Second Lien Patent Security Agreement

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Schedule A to PATENT SECURITY AGREEMENT

<u>Title</u>	<u>Patent. No. / Ser. No.</u>	<u>Grantor</u>
Table Lamp	D410,561	LBL Lighting LLC