

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Angelo Brothers, Co. (now known as WESTINGHOUSE LIGHTING CORPORATION)	12/29/2000
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	800 Connecticut Avenue, Two North
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06854
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D321404
Patent Number:	5744899
Patent Number:	6059593
Patent Number:	D392057
Application Number:	09658122
Application Number:	09495776
CORRESPONDENCE DATA	
Fax Number:	(202)756-9299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8002210770
Email:	matthew.mayer@thomson.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1133 Avenue of the Americas
Address Line 2:	Suite 3100
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	CSC # 812693

CH \$240.00 D321404

PATENT

500245300

REEL: 019055 FRAME: 0399

NAME OF SUBMITTER:

Matthew Mayer

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 29, 2000, is made by ANGELO BROTHERS, CO., a Pennsylvania corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GECC") and Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and between Grantor, Angelo Lighting Company ("ALC"), Professional's Choice Lighting Corporation ("PCLC"), Sportsmen's Ventures ("SV") (Grantor, ALC, PCLC and SV each a "Borrower" and collectively, the "Borrowers"), the other Credit Parties signatory thereto, GECC and the other financial institutions named therein or which hereafter become a party thereto (collectively, "Lenders") and GECC as agent for Lenders (GECC in such capacity, "Agent") (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers; and

WHEREAS, Lenders are willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Borrowers now or hereafter existing from time to time, Grantor hereby pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule (IV) to the Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and 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.

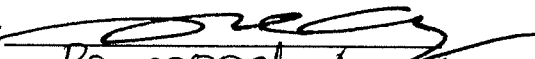
6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANGELO BROTHERS, CO.

By: 
Name: Raymond Angelo
Title: President

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Michael Lustbader
Title: Duly Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Country</u>
1 -	Light Bulb	D321404	11/05/1991	USA
2 -	Illuminating Lamp with Enhanced Far Infrared Radiation	5744899	04/28/1998	USA
3 -	An Adapter and Socket Assembly for a Compact Fluorescent Lamp	6059593	05/09/2000	USA
4 -	Halogen Lamp	D392057	03/10/1998	USA

II. PATENT APPLICATIONS

	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>	<u>Country</u>
5 -	Retainer for a Light Fixture	09/658122	09/08/2000	USA
	An Adapter and Socket Assembly for a Compact Fluorescent Lamp	2279760		CANADA
	An Adapter and Socket Assembly for a Compact Fluorescent Lamp	997445		MEXICO
6 -	An Adapter and Socket Assembly for a Compact Fluorescent Lamp	09/495776		USA

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Date	Curr. App. No.	Curr. App. Date
Lamparts	USA	1110822	01/09/1979	105017	11/01/1976
Lamparts	USA	1113526	02/20/1979	164375	03/30/1978
Gran Pinch	USA	905428	01/05/1971	353012	03/04/1970
Gran Lancia	USA	907103	02/02/1971	352585	02/27/1970
Petite Lancia	USA	910374	03/23/1971	351179	02/12/1970
Design Only	USA	912668	06/08/1971	346045	12/12/1969
ABCO	USA	929920	02/29/1972	342939	11/07/1969
Glowescent	USA	1130320	02/05/1980	195652	12/04/1978
Tropiglo & Design	USA	1175039	10/27/1981	278052	09/15/1980
Line-O-Lite	USA	1315621	04/11/1983	421088	01/22/1985
Ring-of-Lite	USA	1649400	07/02/1991	59742	05/03/1990
Ring-of-Lite	USA	1336155	05/14/1985	463683	02/01/1984
Commercial Service & Design	USA	1413248	10/14/1986	585777	03/03/1986
Right Bulb (The)	USA	1630741	01/08/1991	838954	11/14/1989
ABCO	ARGE	1691858	09/30/1998	2086994	06/12/1997
ABCO	ASTL	701568	02/01/1996	701568	02/01/1996
ABCO	BOLI	C-71664	03/17/1999	3124	06/13/1997
ABCO	CANA	TMA456335	03/29/1996	779958	04/07/1995
ABCO	COST	107122	04/23/1998	107122	06/12/1997
ABCO	CTC	32128	04/01/1996	32128	04/01/1996
ABCO	DREP	92360	09/15/1987	92360	07/24/1997
ABCO	ECUA	5512-98	10/06/1998	79105	06/06/1997
ABCO	GUAT	92567	11/30/1998	M-7754-7	09/18/1997
ABCO	HOND	70.715 145 73	02/27/1998	7463/97	07/02/1997
ABCO	JAMA	31365	07/24/1997	11/324	06/24/1997
ABCO	KORS	377411	10/08/1997	96-4083	02/01/1996
ABCO	MEXI	524339	06/21/1996	261521	05/03/1996
ABCO	NICA	39553CC	11/23/1998	97-02755	08/21/1997
ABCO	PANA	89202	08/05/1997	89202	08/05/1997
ABCO	PARA	206089	08/25/1998	11780-97	06/18/1997
ABCO	PERU	40327	10/17/1997	41666	06/17/1997
ABCO	TRIN	27174	02/03/2000	27174	07/08/1997
ABCO	URUG	296.382	03/24/1998	296.382	06/26/1997
ABCO	USA	1654837	08/27/1991	79869	07/19/1990

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Curr. App. No.</u>	<u>Curr. App. Date</u>
ABCO (Stylized)	USA	1658145	09/24/1991	79872	07/19/1990
Electric Saver	USA	1783372	07/20/1993	244220	02/07/1992
Rugged Duty	USA	1849184	08/09/1994	74/291655	07/02/1992
Toughshell	USA	1812863	12/21/1993	74/331706	11/16/1992
Line-O-Light	USA	1929850	10/24/1995	74/593144	10/31/1994
Osvania	USA	1890481	04/18/1995	74/369805	03/18/1993
Miscellaneous Design (Container for light bulbs)	USA	2003518	09/24/1996	74/571389	09/09/1994
Smart Bulb	CANA	TMA 462475	08/30/1996	769158	11/22/1994
Smart Bulb	MEXI	487013	09/06/1995	221097	01/06/1995
Smart Alert	USA	2056608	04/29/1997	74/643389	03/07/1995
Spectralite	CANA	TMA 493138	04/17/1998	779962	04/07/1995
Spectralite	USA	2247895	05/25/1999	74/643117	03/07/1995
Smart Fixture	CANA	TMA 462670	08/30/1996	779963	04/07/1995
Smart Alert... Because Every Second Counts & Design	USA	2056639	04/29/1997	74/665937	04/25/1995
Smart Alert & Design	USA	2056638	04/29/1997	74/665936	04/25/1995
Kryptolite	USA	2059883	05/06/1997	74/692189	06/22/1995
Guardian	USA	2098135	09/16/1997	75/011625	10/30/1995
UV Safe	USA	2137734	02/17/1998	75/032843	12/15/1995
Angelo	ASTL	704705	03/18/1996	704705	03/18/1996
Angelo	CHIL	546391	08/18/1999	434862	12/07/1998
Angelo	KORS	377454	10/08/1997	96-11752	03/25/1996
Angelo	MEXI	527516	07/30/1996	261522	05/03/1996
Angelo	TAIW	881685	02/01/2000	85021849	05/06/1996
Angelo	USA	2075282	07/01/1997	75/062422	02/23/1996
Fright Light	USA	2062967	05/20/1997	75/082278	04/01/1996
Michaelangelo	USA	2159523	05/19/1998	75/138235	07/10/1996
ABCO Racing Connection	USA	2163722	06/09/1998	75/265724	01/28/1997
Angelo Suite	USA	2179505	08/04/1998	75/232297	01/28/1997
Realite	USA	2134261	02/03/1998	75/232295	01/28/1997
ABCO Racing Connection and Design	USA	2149308	04/07/1998	75/265725	03/28/1997
For Race Fans Only	USA	2222369	02/09/1999	75/329475	07/23/1997
Halogen Safe	USA	2257883	06/29/1999	75/344888	08/21/1997
Twist	USA	2388680	09/19/2000	75/646485	02/24/1999
Triple	USA	2356402	06/06/2000	75/731035	06/17/1999

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>	<u>Country</u>
Builder's Choice	75/927744	02/24/2000	USA
Professional's Choice	75/927738	02/24/2000	USA
Motion Fixtures	75/814210	10/04/1999	USA
ABCO	821380265	01/29/1999	BRAZ
ABCO	388654	08/28/1997	CHIL
ABCO	97/043.604	07/30/1997	COLO
ABCO	011997003695	06/20/1997	SALV
ABCO	16962-97	08/22/1997	VENE
Smart Security	779965	04/07/1995	CANA
3 Way Smart	779959	04/07/1995	CANA
Angelo	2191477	12/09/1998	ARGE
Angelo	821380257	01/29/1999	BRAZ
Angelo	821380249	01/29/1999	BRAZ
Angelo	NONE	03/11/1996	CANA
Official Ballast of the Twenty First Century (The)	75/444681	03/04/1998	USA
Official Ballast of the New Millennium (The)	75/444682	03/04/1998	USA
Official Sponsor of the New Millennium (The)	75/444683	03/04/1998	USA
Official Light Bulb of the Twenty first Century (The)	75/444684	03/04/1998	USA
Official Light Bulb of the New Millennium (The)	75/444675	03/04/1998	USA
Vivid Vision	75/828007	10/22/1999	USA
Decorlite	75/865692	12/06/1999	USA
Artworks	75/865691	12/06/1999	USA
Halomax	75/883280	12/29/1999	USA
Helios	75/894272	01/11/2000	USA
Soleil	75/894274	01/11/2000	USA
When Only the Right Light Will Do	75/908730	02/02/2000	USA
Veralite	76/053074	05/22/2000	USA
Optandus	76/053413	05/22/2000	USA
Advantage Plus	76/088062	07/13/2000	USA

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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NONE

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE