

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Quality Home Brands Holdings LLC	07/29/2008
Murray Feis Import LLC	07/29/2008
Locust GP LLC	07/29/2008
LPC Management, L.L.C.	07/29/2008
Light Process Company, L.P.	07/29/2008
Sea Gull Lighting Products LLC	07/29/2008
Woodco LLC	07/29/2008
Tech Lighting L.L.C.	07/29/2008
LBL Lighting LLC	07/29/2008

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Second Lien Collateral Agent
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039

PROPERTY NUMBERS Total: 74

Property Type	Number
Patent Number:	D362323
Patent Number:	6183297
Patent Number:	D410561
Patent Number:	D305059
Patent Number:	D337170
Patent Number:	D340308
Patent Number:	D369228

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PATENT
REEL: 022793 FRAME: 0337

CH \$2960.00 D362323

Patent Number:	D371216
Patent Number:	D365659
Patent Number:	D370737
Patent Number:	D373844
Patent Number:	D374303
Patent Number:	D371629
Patent Number:	D370738
Patent Number:	D378146
Patent Number:	D372327
Patent Number:	D416104
Patent Number:	D448612
Patent Number:	D435132
Patent Number:	D417748
Patent Number:	D427367
Patent Number:	D435133
Patent Number:	D435681
Patent Number:	D435687
Patent Number:	D427355
Patent Number:	D427352
Patent Number:	D436210
Patent Number:	D427715
Patent Number:	D444324
Patent Number:	D435689
Patent Number:	D431312
Patent Number:	D435136
Patent Number:	D430681
Patent Number:	D432711
Patent Number:	D437082
Patent Number:	D430690
Patent Number:	D440002
Patent Number:	D435682
Patent Number:	D465053
Patent Number:	D518223
Patent Number:	D534674
Patent Number:	D535047

Patent Number:	D534680
Patent Number:	D534679
Patent Number:	D532149
Patent Number:	D532545
Patent Number:	D533296
Patent Number:	D536123
Patent Number:	D556936
Patent Number:	D344262
Patent Number:	5249112
Patent Number:	D368972
Patent Number:	5453020
Patent Number:	5556297
Patent Number:	5465199
Patent Number:	D365886
Patent Number:	5733139
Patent Number:	D380850
Patent Number:	D380854
Patent Number:	D384770
Patent Number:	D388526
Patent Number:	7125159
Patent Number:	D525699
Patent Number:	6676281
Application Number:	10345734
Application Number:	60642958
Patent Number:	D454193
Patent Number:	4729725
Patent Number:	4878806
Patent Number:	4720241
Patent Number:	D328491
Patent Number:	D329087
Patent Number:	D322475
Patent Number:	7172332

CORRESPONDENCE DATA

Fax Number: (617)526-9899

PATENT
REEL: 022793 FRAME: 0339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11964/012
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NAME OF SUBMITTER:	Christine Slattery
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Total Attachments: 13

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SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien PATENT SECURITY AGREEMENT ("Agreement"), dated as of July 29, 2008, is entered into by Quality Home Brands Holdings LLC, a Delaware limited liability company (the "Borrower"), QHB Holdings LLC, a Delaware limited liability company ("Holdings") and each of the other signatories hereto (collectively, the "Grantors"), and The Bank of New York Mellon (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's predecessor as second lien collateral agent, Bear Stearns Corporate Lending, Inc. ("BSCL") and each of the Grantors (the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of June 20, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, Holdings, the Lenders from time to time party thereto and the Assignee's predecessor as second lien administrative agent and second lien collateral agent, BSCL.

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 Grantor is granting a security interest to the Assignee in certain Collateral, including the Patents set forth on Schedule A hereto.

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

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the benefit of the Second Lien Secured Parties, a security interest in all of such Grantor's right, title, and interest in all Patents now owned or at any time hereafter acquired by such Grantor or in which such 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 Second Lien Obligations.

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

(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 anyone or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at

(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 Borrower, BSCL, predecessor to BNP Paribas, as First Lien Collateral Agent and BSCL, predecessor to 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 Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such 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 Grantor. Each 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 Assign

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Second Lien Secured Parties and their successors and assigns; provided that no 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 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 counterparts 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 manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties


shall be lodged with the Borrower, the Second Lien Administrative Agent and the Second Lien Collateral Agent.

[SIGNATURE PAGE FOLLOWS]


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

GRANTORS:

QUALITY HOMES BRANDS
HOLDINGS LLC

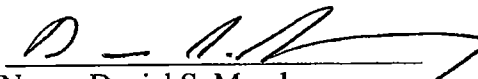
By: 
Name: Daniel S. Macsherry
Title: Executive Vice President

MURRAY FEISS IMPORT LLC


By: 
Name: Daniel S. Macsherry
Title: Executive Vice President

LOCUST GP LLC

By: Quality Home Brands Holdings LLC,
its sole member


By: 
Name: Daniel S. Macsherry
Title: Executive Vice President

LPC MANAGEMENT, L.L.C.

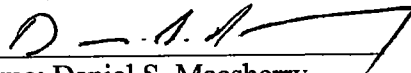
By: 
Name: Bruce Hawkins
Title: Chief Financial Officer

LIGHT PROCESS COMPANY, L.P.


By: LPC Management, L.L.C.,
its general partner

By: 
Name: Bruce Hawkins
Title: Chief Financial Officer


SEA GULL LIGHTING PRODUCTS LLC

By: 
Name: Daniel S. Macsherry
Title: Executive Vice President

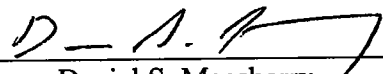
WOODCO LLC

By: 
Name: Bruce Hawkins
Title: Chief Financial Officer

TECH LIGHTING L.L.C.

By: 
Name: T. Tracy Bilbrough
Title: Chairman

LBL LIGHTING LLC

By: 
Name: Daniel S. Macsherry
Title: Executive Vice President

ASSIGNEE:

THE BANK OF NEW YORK MELLON, AS AGENT

By: 

Name: **Melinda Valentine**

Title: **Vice President**

SECOND LIEN PATENT SECURITY AGREEMENT

PATENT
REEL: 022793 FRAME: 0347

Schedule A to PATENT SECURITY AGREEMENT

8343/11964-012 Current/12382099v2

SECOND LIEN PATENT SECURITY AGREEMENT

PATENT
REEL: 022793 FRAME: 0348

Patents

Patent	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Lien	Status/Comments
ADJUSTABLE SUPPORT ARM FOR LIGHTING FIXTURE	D362,323	2/16/1994	Tech Lighting L.L.C.	x
COAXIAL CABLE	6,183,297	7/29/1999	Tech Lighting L.L.C.	x
FIELD BENDABLE LINE VOLTAGE TRACK LIGHTING SYSTEM	US20040160767	2/6/2007	Tech Lighting L.L.C.	x
FIELD BENDABLE LINE VOLTAGE TRACK LIGHTING SYSTEM	WO2004074741	2/10/2004	Tech Lighting L.L.C.	x
TABLE LAMP	D410,561	6/1/1999	LBL Lighting LLC.	x
CONICAL CEILING FAN	D305,059	12/12/1989	Murray Feiss Import LLC	x
LIGHTING FIXTURE.	D337,170	7/6/1993	Murray Feiss Import LLC	x
WALL MOUNTED LIGHTING FIXTURE	D340,308	10/12/1993	Murray Feiss Import LLC	x
GLASS SHADE	D369,228	4/23/1996	Murray Feiss Import LLC	x
CRYSTAL SHADE	D371,216	6/25/1996	Murray Feiss Import LLC	x
LIGHTING FIXTURE PAN	D365,659	12/26/1995	Murray Feiss Import LLC	x
LEAF & PLEAT GLASS SHADE	D370,737	6/11/1996	Murray Feiss Import LLC	x
SCALLOP PAN	D373,844	9/17/1996	Murray Feiss Import LLC	x

GLASS SHADE	D374,303	10/1/1996	Murray Feiss Import LLC	x
PLEAT LEAF GLASS	D371,629	7/9/1996	Murray Feiss Import LLC	x
CRYSTAL GLASS SHADE	D370,738	6/11/1996	Murray Feiss Import LLC	x
WALL PLATE	D378,146	2/18/1997	Murray Feiss Import LLC	x
BACK PLATE	D372,327	3/6/1995	Murray Feiss Import LLC	
LOOP	(029/077,869)	(10/10/1997)	Murray Feiss Import LLC	X
GLASS VS4801	(029/077,866)	(10/10/1997)	Murray Feiss Import LLC	X
METAL PAN FM138	D448,612	10/10/1997	Murray Feiss Import LLC	X
CHANDELIER	D435,132	12/12/2000	Murray Feiss Import LLC	
GLASS SHADE	(029/090,514)	(7/10/1998)	Murray Feiss Import LLC	
LANTERN BASE	D427,367	6/27/2000	Murray Feiss Import LLC	x
FIXTURE	D435,133	12/12/2000	Murray Feiss Import LLC	x
SHADE	D435,681	12/26/2000	Murray Feiss Import LLC	x
ARM	D435,687	12/26/2000	Murray Feiss Import LLC	x
LANTERN	D427,355	6/27/2000	Murray Feiss Import LLC	x
LANTERN	D427,352	6/27/2000	Murray Feiss Import LLC	x
SF FIXTURE	D436,210	1/9/2001	Murray Feiss Import LLC	x
BACK PLATE	D427,715	7/4/2000	Murray Feiss Import LLC	x
TABLE	D444,324	7/3/2001	Murray Feiss Import LLC	x
ARM	D435,689	12/26/2000	Murray Feiss Import LLC	xx
CHANDELIER	D431,312	9/26/2000	Murray Feiss Import LLC	x
FIXTURE	D435,136	12/12/2000	Murray Feiss Import LLC	x
COLUMN	D430,681	9/5/2000	Murray Feiss Import LLC	x
GLASS SHADE	D432,711	10/24/2000	Murray Feiss Import LLC	x
GLASS	D437,082	1/30/2001	Murray Feiss	xx

SHADE			Import LLC	
CHANDELIER	D430,690	9/5/2000	Murray Feiss Import LLC	x
OUTDOOR	D440,002	4/3/2001	Murray Feiss Import LLC	x
WALL HOOK	D435,682	12/26/2000	Murray Feiss Import LLC	x
LANTERN	D465,053	10/29/2002	Murray Feiss Import LLC	x
ARM	(029/211,514)	(8/17/2004)	Murray Feiss Import LLC	x
CHANDELIER	(029/240,716)	(10/5/2005)	Murray Feiss Import LLC	
CHANDELIER	(029/242,808)	(11/29/2005)	Murray Feiss Import LLC	
CAGE ASSEMBLY	(029/240,717)	(10/5/2005)	Murray Feiss Import LLC	
FITTER	(029/240,715)	(10/5/2005)	Murray Feiss Import LLC	
CHANDELIER	(029/240,713)	(10/5/2005)	Murray Feiss Import LLC	
CHANDELIER	(029/240,718)	(10/5/2005)	Murray Feiss Import LLC	
CHANDELIER	(029/240,719)	(10/5/2005)	Murray Feiss Import LLC	
OUTDOOR LANTERN	(029/240,720)	(10/5/2005)	Murray Feiss Import LLC	
VANITY STRIP	(029/240,714)	(10/5/2005)	Murray Feiss Import LLC	
WALL BRACKET	(029/230,388)	(6/16/2005)	Murray Feiss Import LLC	x
LAMP SOCKET AND TRACK FOR LOW- VOLTAGE ACCENT LIGHT	D344262	2/15/1994	Sea Gull Lighting Sea Gull Lighting Products LLC	x
CONFIGURA BLE LIGHTING SYSTEM	5249112	9/28/1993	Sea Gull Lighting Products LLC	x
LIGHTING FIXTURE	D368972	4/16/1996	Sea Gull Lighting Products LLC	x
SNAP-ON ELECTRICAL CONNECTOR FOR BASELESS	5453020	9/26/1995	Sea Gull Lighting	x

CARTRIDGE BULB WITH ELECTRICAL CABLE PIERCER			Products LLC	
SNAP-ON EXTENSION WIRE SOCKET WITH ELECTRICAL CONDUCTOR INSULATION PIERCER	5556297	9/17/1996	Sea Gull Lighting Sea Gull Lighting Products LLC	x
SYSTEM FOR ATTACHING TRIM TO LAMP HOUSING	5465199	11/7/1995	Sea Gull Lighting Products LLC	x
LIGHT SOCKET	D365886	1/2/1996	Sea Gull Lighting Products LLC	x
SNAP- TOGETHER WIRE SPLICE	5733139	3/31/1998	Sea Gull Lighting Products LLC	x
LIGHTING FIXTURE	D380850	7/8/1997	Sea Gull Lighting Products LLC.	x
LIGHTING ASSEMBLY COVER	D380854	7/8/1997	Sea Gull Lighting Products LLC	x
SNAP-ON PRISM FOR LIGHTING FIXTURE	D384770	10/7/1997	Sea Gull Lighting Products LLC.	x
SNAP-ON PRISM FOR LIGHTING FIXTURE	D388526	12/30/1997	Sea Gull Lighting Products LLC	x
NON- DEFEATABLE FLUORESCENT ADAPTOR FOR INCANDESCENT FIXTURE	7,125,159	10/24/2006	Sea Gull Lighting Products LLC.	
CEILING FAN	D525,699	7/25/2006	Sea Gull Lighting	

			Products LLC	
RAIL LIGHTING SYSTEM	6676281	1/13/2004	Sea Gull Lighting Products LLC	x
TABLE FOR MOUNTING CEILING FAN BLADES	(10/345,734)	(1/16/2003)	Sea Gull Lighting Products LLC	x
FLUORESCENT LAMP	.(60/642,958)	(1/11/2005)	Sea Gull Lighting Products LLC	x
Ceiling fan blade	D454193	3/5/2002	Sea Gull Lighting Products LLC	x
MOUNTING SYSTEM FOR SELECTIVELY MOUNTING CEILING FANS	4729725	03-08-1988	Encon Electric Licensing LLC	50% ownership only. Additionally includes covenant not to sue.
DUAL MOUNTING CEILING FAN	4878806	11-07-1989	Encon Electric Licensing LLC	50% ownership only. Additionally includes covenant not to sue.
CEILING FAN	4720241	01-19-1988	Encon Electric Licensing LLC	50% ownership only
COMBINED ELECTRIC CEILING FAN AND LIGHT	D328491	08-04-1992	Encon Electric Licensing LLC	50% ownership only
ELECTRICALLY POWERED CEILING FAN MOTOR HOUSING	D329087	09-01-1992	Encon Electric Licensing LLC	50% ownership only
COMBINED ELECTRIC CEILING FAN AND LIGHT	D322475	12/71/1991	Encon Electric Licensing LLC	50% ownership only

PATENT

RECORDED: 06/09/2009

REEL: 022793 FRAME: 0353