

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------------------|----------------|
| Quality Home Brands Holdings LLC | 01/26/2010 |
| QHB Holdings LLC | 01/26/2010 |
| Generation Brands LLC | 01/26/2010 |
| Murray Feiss Import LLC | 01/26/2010 |
| Locust GP LLC | 01/26/2010 |
| LPC Management, LLC | 01/26/2010 |
| Light Process Company, L.P. | 01/26/2010 |
| Sea Gull Lighting Products LLC | 01/26/2010 |
| Woodco LLC | 01/26/2010 |
| Tech L Enterprises, Inc. | 01/26/2010 |
| Tech Lighting L.L.C. | 01/26/2010 |
| LBL Lighting LLC | 01/26/2010 |
| Tech L Holdings, Inc. | 01/26/2010 |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------|
| Name: | BNP Paribas |
| Street Address: | 787 Seventh Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |

PROPERTY NUMBERS Total: 77

| Property Type | Number |
|----------------|-----------|
| Patent Number: | D362323 |
| Patent Number: | 6183297 |
| Patent Number: | 7172332 |
| PCT Number: | US0403768 |
| Patent Number: | D410561 |

CH \$3080.00 D362323

501080751

**PATENT
 REEL: 023870 FRAME: 0462**

| | |
|---------------------|----------|
| Patent Number: | D305059 |
| Patent Number: | D337170 |
| Patent Number: | D340308 |
| Patent Number: | D369228 |
| 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 |
| Application Number: | 29077869 |
| Application Number: | 29077866 |
| Patent Number: | D448612 |
| Patent Number: | D435132 |
| Application Number: | 29090514 |
| 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 |

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|---------------------|----------|
| Patent Number: | D435682 |
| Patent Number: | D465053 |
| Application Number: | 29211514 |
| Application Number: | 29240716 |
| Application Number: | 29242808 |
| Application Number: | 29240717 |
| Application Number: | 29240715 |
| Application Number: | 29240713 |
| Application Number: | 29240718 |
| Application Number: | 29240719 |
| Application Number: | 29240720 |
| Application Number: | 29240714 |
| Application Number: | 29230388 |
| 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 |

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Tracy Gardner
Address Line 4: New York, NEW YORK 10036

| | |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 055660/0035 |
|-------------------------|-------------|

| | |
|--------------------|---------------|
| NAME OF SUBMITTER: | Tracy Gardner |
|--------------------|---------------|

Total Attachments: 12
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Agreement"), dated as of January 26, 2010, is entered into by and between each Grantor listed on the signature pages hereto (collectively, the "Grantors") and BNP Paribas (the "Assignee"), as Collateral Agent pursuant to that certain Guarantee and Collateral Agreement dated as of the date hereof between the Assignee and each of the Grantors (the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of the date hereof (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 and BNP Paribas as Administrative Agent and 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 Grantor is granting a security interest to the Assignee in certain Collateral, including (i) all United States and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified on Schedule 6, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto. ("Patents")

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 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 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 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.

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 Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the 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 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 manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

[SIGNATURE PAGES FOLLOW]

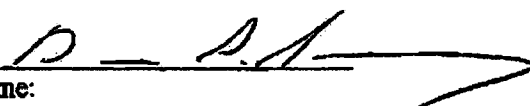
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

QUALITY HOME BRANDS HOLDINGS LLC,
a Delaware limited liability company, located at:
1100 Crescent Green
Suite 105
Cary, N.C. 27518

By: 
Name:
Title:

QHB HOLDINGS LLC,
a Delaware limited liability company, located at:
1100 Crescent Green
Suite 105
Cary, N.C. 27518

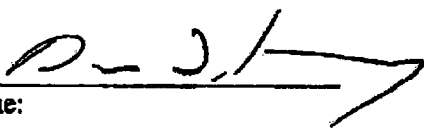
By: 
Name:
Title:

GENERATION BRANDS LLC,
a Delaware limited liability company, located at:
1100 Crescent Green
Suite 105
Cary, N.C. 27518

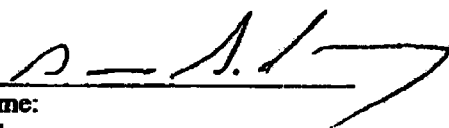
By: 
Name:
Title:

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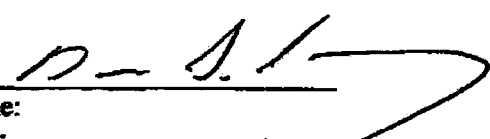
MURRAY FEISS IMPORT LLC,
a Delaware limited liability company, located at:
125 Rose Feiss Blvd.
Bronx, N.Y. 10454-3639

By: 
Name:
Title:

LOCUST GP LLC,
a Delaware limited liability company, located at:
125 Rose Feiss Blvd.
Bronx, N.Y. 10454-3639

By: 
Name:
Title:

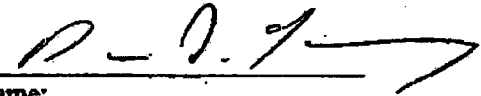
LPC MANAGEMENT, L.L.C.,
a Texas limited liability company, located at:
301 West Washington Street
Riverside, N.J. 08075

By: 
Name:
Title:

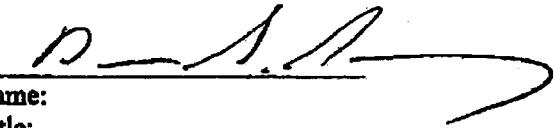
[Patent Security Agreement]

LIGHT PROCESS COMPANY, L.P.,
a Texas limited partnership, located at:
Sugarland Corporate Ctr. #2
1631 Gillingham Lane, Suite 100
Sugar Land, TX 77478

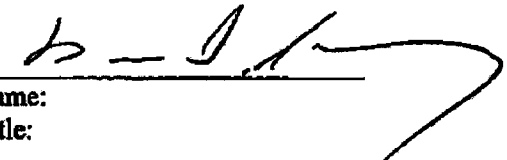
By: LPC Management, L.L.C.,
its general partner

By: 
Name:
Title:

SEA GULL LIGHTING PRODUCTS LLC,
a Delaware limited liability company, located at:
301 West Washington Street
Riverside, N.J. 08075

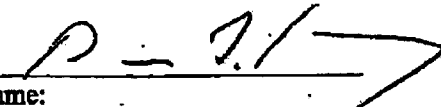
By: 
Name:
Title:

WOODCO LLC,
a Pennsylvania limited liability company, located at:
301 West Washington Street
Riverside, N.J. 08075

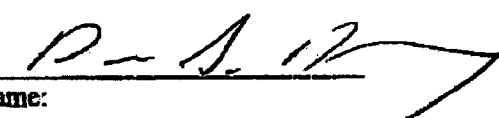
By: 
Name:
Title:

[Patent Security Agreement]

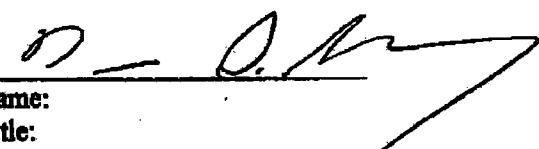
TECH L ENTERPRISES, INC.,
a Delaware corporation, located at:
7400 North Linder Avenue
Skokie, IL 60077

By: 
Name:
Title:


TECH LIGHTING L.L.C.,
a Delaware limited liability company, located at:
7400 North Linder Avenue
Skokie, IL 60077

By: 
Name:
Title:

LBL LIGHTING LLC,
a Delaware limited liability company, located at:
7400 North Linder Avenue
Skokie, IL 60077

By: 
Name:
Title:

TECH L HOLDINGS, INC.,
a Delaware corporation, located at:
7400 North Linder Avenue
Skokie, IL 60077

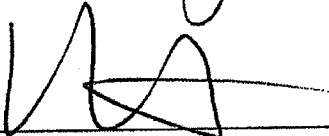
By: 
Name:
Title:

[Patent Security Agreement]

ASSIGNEE:

BNP PARIBAS,
as Collateral Agent,
a France société anonyme, located at:
787 Seventh Avenue
New York, N.Y. 10019

By: 
Name: **CHARLES ROMANO**
Title: **DIRECTOR**

By: 
Name: **BROCK HARRIS**
Title: **MANAGING DIRECTOR**

[Patent Security Agreement]

Schedule A to PATENT SECURITY AGREEMENT

Patents and Patent Applications

| Patent | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner | Status/Comments |
|--|--------------------------------|----------------------------------|----------------------------|------------------------|
| ADJUSTABLE SUPPORT ARM FOR LIGHTING FIXTURE | D362,323 | 2/16/1994 | Tech Lighting L.L.C. | |
| COAXIAL CABLE | 6,183,297 | 7/29/1999 | Tech Lighting L.L.C. | |
| COAXIAL CONNECTOR | US 6,183,297 B1 | 2/6/2001 | Tech Lighting L.L.C. | |
| FIELD BENDABLE LINE VOLTAGE TRACK LIGHTING SYSTEM | US20040160767 | 2/6/2007 | Tech Lighting L.L.C. | |
| FIELD BENDABLE LINE VOLTAGE TRACK LIGHTING SYSTEM | WO2004074741 | 2/10/2004 | Tech Lighting L.L.C. | |
| TABLE LAMP | D410,561 | 6/1/1999 | LBL Lighting LLC | |
| CONICAL CEILING FAN | D305,059 | 12/12/1989 | Murray Feiss Import LLC | |
| LIGHTING FIXTURE. | D337,170 | 7/6/1993 | Murray Feiss Import LLC | |
| WALL MOUNTED LIGHTING FIXTURE | D340,308 | 10/12/1993 | Murray Feiss Import LLC | |
| GLASS SHADE | D369,228 | 4/23/1996 | Murray Feiss Import LLC | |
| CRYSTAL SHADE | D371,216 | 6/25/1996 | Murray Feiss Import LLC | |
| LIGHTING FIXTURE PAN | D365,659 | 12/26/1995 | Murray Feiss Import LLC | |
| LEAF & PLEAT GLASS SHADE | D370,737 | 6/11/1996 | Murray Feiss Import LLC | |
| SCALLOP PAN | D373,844 | 9/17/1996 | Murray Feiss Import LLC | |

| Patent | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner | Status/Comments |
|------------------------|------------------------|--------------------------|----------------------------|-----------------|
| GLASS SHADE | D374,303 | 10/1/1996 | Murray Feiss Import LLC | |
| PLEAT LEAF GLASS | D371,629 | 7/9/1996 | Murray Feiss Import LLC | |
| CRYSTAL GLASS SHADE | D370,738 | 6/11/1996 | Murray Feiss Import LLC | |
| WALL PLATE | D378,146 | 2/18/1997 | Murray Feiss Import LLC | |
| BACK PLATE | D372,327 | 3/6/1995 | Murray Feiss Import LLC | |
| LOOP | (029/077,869) | (10/10/1997) | Murray Feiss Import LLC | |
| GLASS VS4801 | (029/077,866) | (10/10/1997) | Murray Feiss Import LLC | |
| METAL PAN FM138 | D448,612 | 10/10/1997 | Murray Feiss Import LLC | |
| 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 | |
| FIXTURE | D435,133 | 12/12/2000 | Murray Feiss Import LLC | |
| SHADE | D435,681 | 12/26/2000 | Murray Feiss Import LLC | |
| ARM | D435,687 | 12/26/2000 | Murray Feiss Import LLC | |
| LANTERN | D427,355 | 6/27/2000 | Murray Feiss Import LLC | |
| LANTERN | D427,352 | 6/27/2000 | Murray Feiss Import LLC | |
| SF FIXTURE | D436,210 | 1/9/2001 | Murray Feiss Import LLC | |
| BACK PLATE | D427,715 | 7/4/2000 | Murray Feiss Import LLC | |
| TABLE | D444,324 | 7/3/2001 | Murray Feiss Import LLC | |
| ARM | D435,689 | 12/26/2000 | Murray Feiss Import LLC | |
| CHANDELIER | D431,312 | 9/26/2000 | Murray Feiss Import LLC | |
| FIXTURE | D435,136 | 12/12/2000 | Murray Feiss | |

| Patent | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner | Status/Comments |
|---|------------------------|--------------------------|-----------------------------------|-----------------|
| | | | Import LLC | |
| COLUMN | D430,681 | 9/5/2000 | Murray Feiss Import LLC | |
| GLASS SHADE | D432,711 | 10/24/2000 | Murray Feiss Import LLC | |
| GLASS SHADE | D437,082 | 1/30/2001 | Murray Feiss Import LLC | |
| CHANDELIER | D430,690 | 9/5/2000 | Murray Feiss Import LLC | |
| OUTDOOR | D440,002 | 4/3/2001 | Murray Feiss Import LLC | |
| WALL HOOK | D435,682 | 12/26/2000 | Murray Feiss Import LLC | |
| LANTERN | D465,053 | 10/29/2002 | Murray Feiss Import LLC | |
| ARM | (029/211,514) | (8/17/2004) | Murray Feiss Import LLC | |
| 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 | |
| LAMP SOCKET AND TRACK FOR LOW- VOLTAGE ACCENT LIGHT | D344262 | 2/15/1994 | Sea Gull Lighting Products LLC | |
| CONFIGURABLE | | | Sea Gull Lighting | |

| Patent | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner | Status/Comments |
|--|--------------------------------|----------------------------------|---------------------------------|------------------------|
| LIGHTING SYSTEM | 5249112 | 9/28/1993 | Products LLC | |
| LIGHTING FIXTURE | D368972 | 4/16/1996 | Sea Gull Lighting Products LLC | |
| SNAP-ON ELECTRICAL CONNECTOR FOR BASELESS CARTRIDGE BULB WITH ELECTRICAL CABLE PIERCER | 5453020 | 9/26/1995 | Sea Gull Lighting Products LLC | |
| SNAP-ON EXTENSION WIRE SOCKET WITH ELECTRICAL CONDUCTOR INSULATION PIERCER | 5556297 | 9/17/1996 | Sea Gull Lighting Products LLC | |
| SYSTEM FOR ATTACHING TRIM TO LAMP HOUSING | 5465199 | 11/7/1995 | Sea Gull Lighting Products LLC | |
| LIGHT SOCKET | D365886 | 1/2/1996 | Sea Gull Lighting Products LLC | |
| SNAP-TOGETHER WIRE SPLICE | 5733139 | 3/31/1998 | Sea Gull Lighting Products LLC | |
| LIGHTING FIXTURE | D380850 | 7/8/1997 | Sea Gull Lighting Products LLC. | |
| LIGHTING ASSEMBLY COVER | D380854 | 7/8/1997 | Sea Gull Lighting Products LLC | |
| SNAP-ON PRISM FOR LIGHTING FIXTURE | D384770 | 10/7/1997 | Sea Gull Lighting Products LLC. | |
| SNAP-ON PRISM FOR LIGHTING FIXTURE | D388526 | 12/30/1997 | Sea Gull Lighting Products LLC | |
| NON-DEFEATABLE FLUORESCENT ADAPTOR FOR INCANDESCENT | 7,125,159 | 10/24/2006 | Sea Gull Lighting Products LLC. | |

| Patent | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner | Status/Comments |
|---|------------------------|--------------------------|-----------------------------------|--|
| FIXTURE | | | | |
| CEILING FAN | D525,699 | 7/25/2006 | Sea Gull Lighting Products LLC | |
| RAIL LIGHTING SYSTEM | 6676281 | 1/13/2004 | Sea Gull Lighting Products LLC | |
| TABLE FOR MOUNTING CEILING FAN BLADES | (10/345,734) | (1/16/2003) | Sea Gull Lighting Products LLC | |
| FLUORESCENT LAMP | .(60/642,958) | (1/11/2005) | Sea Gull Lighting Products LLC | |
| Ceiling fan blade | D454193 | 3/5/2002 | Sea Gull Lighting Products LLC | |
| 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 |