om PTO-1594 RECORDATION FO	ORM COVER SHEET  U.S. DCPARTMENT OF COMMERCE  U.S. Potent and Trademark Office
Rev. 10/07) DMB No. 06514(II)27 (exp. 6/30/2005)	RKS ONLY
	▼ ▼ Vivi(taxor)
Tan Settings	Please record the attached original documents or copy thereof.
. Name of conveying party(los):	2. Name and address of receiving party (1977) Name: Flect Capital Corporation, as Agent
Universal Lighting Technologies, Inc.	/ddress:
Individual(a) Association General Partnership  ( Imited Partnership	Street Address: 300 Galleria Pkwy., Suite 800 City: Atlantastate: GAZip: 30339
Curporation-State	Individual(s) citizenship
Additional name(s) of convoying party(les) attached? Yes	Association
3. Nature of conveyance:	Limited Pertnership
Assignment	Corporation-State
Security Agreement Change of Name OtherChange of Name Other	Other
4. Application number(s) or registration number(s) <sup>2</sup> A. Trademark Application No.(8)	B. Trademark Registration No.(s) 2,868,812
Additional number(	6) attriched YAR V No
5 Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Heather F. Skinner, Paralegal	- 40.00
Internal Address: Parker, Hudson, Raincr	7. Total fee (37 CFR 3.41) \$ 40.00
& Dobbs LLP	Enclused  Authorized to be charged to deposit account
Street Address: 285 Peachtree Center Avenue	8. Daposit account number:
1500 Marquis Two Tower	
City: Atlanta State: GA Zip 30303	USE THIS SPACE
9. Signature	<del></del>
Mitchell M. Purvis, Esq.	Signature January 5, 2005
Name of Person Signing Telpi number of pages inclu	iding gover etiget, pliactiments, and decumonic
	led with required cover sheet intormation to: lent & fradements, Box Assignments inington, D.C. 20231

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made this 1 day of 1 day of 2004, between FLEET CAPITAL CORPORATION, a Rhode Island corporation having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339, as collateral and administrative agent for itself and Lenders (as hereinafter defined), (together with its successors and assigns in such capacity. "Agent"), and UNIVERSAL LIGITING TECHNOLOGIES, INC., a Delaware corporation having its principal place of business at 26 Century Boulevard, Nashville, Tennessee (the "Company").

## Recitals:

The Company and one or more of its affiliates ("Borrowers") have obtained loans and other financial accommodations from certain financial institutions (collectively, "Lenders") party from time to time to that certain Loan and Security Agreement, dated June 15, 2001, among Borrowers, Agent and Lenders (as at any time amended, the "Original Loan Agreement"). As security for the Obligations under (and as defined in) the Original Loan Agreement, the Company executed and delivered to Agent, for the benefit of itself and the Lenders, a certain Trademark Security Agreement, dated June 15, 2001 (the "Original Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office on June 28, 2001, at Reel/Frame number 002326/0646.

Borrowers have requested that Agem and Lenders agree to amend and restate the terms of the Original Loan Agreement pursuant to a certain Amended and Restated Loan Agreement, dated the date hereof, among Borrowers, Agent and Lenders (the Original Loan Agreement, as so amended and restated, and as at any time further amended, restated, modified or extended, being referred to herein as the "Loan Agreement").

Agent and Lenders are willing to make loans and to provide other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that the Company executes this Agreement to amend and restate the Original Trademark Security Agreement.

NOW, THEREFORE, for Ten Dollars (310.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

- 1. Capitalized terms used herein (including those used in the Recitats hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.
- 2. To secure the prompt payment and performance of the Obligations, the Company hereby ratifies and reaffirms the grant of a security interest to Agent, for the benefit of itself and Lenders, pursuant to the Original Trademark Security Agreement, and hereby plodges, assigns, grants and regrants to Agent, for its benefit and the program benefit of Lenders and the other Secured Parties, a continuing security interest in and lieu upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

376523-1

- all trademarks, trademark registrations, tradenames, registered trademarks, trademark applications, service marks, registered servicemarks and servicemark applications, including, without limitation, any of the foregoing listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to suc for past, present and future infringements or dilutions thereof, (iv) any and all past, present or future rights and interests pursuant to any and all past, present and future franchising or licensing agreements in favor of the Company, or to which the Company is a party, pertaining to any of the foregoing owned or used by third parties in the past, present or future and (v) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames, registered trademarks, trademark applications, service marks, registered servicemarks and servicemark applications, together with the items described in clauses (i)-(v), are hereinafter collectively referred to as the "Trademarks");
  - (b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and
    - (c) all products and proceeds of the foregoing.
  - 3. The Company represents and warrants to Agent and Lenders that:
  - (a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;
  - (b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against Company and all third Persons in accordance with its terms;
  - (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;
  - (d) The Company has the unqualified right to enter into this Agreement and perform its terms;
    - (e) Each of the Trademarks is valid and enforceable; and
  - (f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.
  - 4. The Company covenants and agrees with Agent and Lenders that:

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- (a) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;
- (b) The Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and
- (c) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.
- 5. The Company hereby authorizes Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto and to examine the Company's books, records (and make copies thereof) and operations relating thereto, at reasonable times during regular business hours. The Company shall do any and all acts required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement
- 6. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement and will use commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks.
- 7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any servicemark or trademark application or servicemark or trademark or registered trademark or registered servicemark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto (which shall be deemed to be and treated as "Trademark Collateral" within the meaning of this Agreement), and the Company shall give to Agent prompt notice thereof in writing.
- 8. The Company irrevocably authorizes and empowers Agent (x) to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof and (y) to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing an amended Schedule A thereto, reflecting any such future Trademarks.

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- of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexplusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company thereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.
- 11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated. Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases of other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.
- 12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consumnation of this transaction, the filling or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, 376523-1

Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

- The Company shall use all reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Loan Agreement terminated, to make federal application on registrable but unregistered Trademarks (subject to Company's measonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be home by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent.
- 14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14.
- 15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.
- 16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder proclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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- 17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently. The Company hereby agrees that the use by the Agent of the Trademarks as authorized hereunder in connection with the exercise of its remedies under the Loan Agreement and the other Loan Documents shall be coextensive with the Company's rights under the Trademarks and with respect thereto and without any liability for royalties or other related charges from the Agent or the Lenders to the Company.
- 18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction
- 19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.
- 20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its dottes hereunder without the prior written consent of Agent.
  - The Company hereby waives notice of Agent's acceptance hereof.
- 22. This Agreement amends and restates the Original Trademark Security Agreement and is not intended to be or operate as a novation or an accord and satisfaction of the Original Trademark Security Agreement on the obligations evidenced or secured thereby or provided for thereunder.

[Remainder of page intentionally left blank.]

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- 23. This Agreement is intended to take effect as a sealed instrument and shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions, provided that issues with respect to Article 9 of the Uniform Commercial Code may give effect to applicable choice or conflict of law roles set forth in Article 9 the Uniform Commercial Code) and decisions of the State of Georgia.
- 24. To the fullest extent permitted by Applicable Law, the Company and Agent cach waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

WITNESS the execution hereof under seal as of the day and year first above written.

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Jeffery Behrendt, Secretary

[CORPORATE SEAL]

INIVERSAL LIG	
TECHNÓLOGIES	,/NC.

("Company

Patrick A. Sullivan, President and

Chief Executive Officer

Accepted:

FLEET CAPITAL CORPORATION.

as Agent ("Agent")

Ву:\_\_\_\_\_

Title.\_\_\_\_\_

- This Agreement is intended to take effect as a sealed instrument and shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions, provided that issues with respect to Article 9 of the Uniform Commercial Code may give effect to applicable choice or conflict of law rules set forth in Article 9 the Uniform Commercial Code) and decisions of the State of Georgia.
- To the fullest extent permitted by Applicable Law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

WITNESS the execution hereof under seal as of the day and year first above written.

UNIVERSAL LIGHTING
TECHNOLOGIES, INC.
("Company")

ATTEST:

Jeffrey Behrendt, Secretary

[CORPORATE SEAL]

Patrick A. Sullivan, President and Chief Executive Officer

Accepted:

FLEET CAPITAL CORPORATION, 

COUNTY OF DOVIDED (NOT DOVIDED A)
REPORD, ME, the undersigned authority, on this day personally appeared of UNIVERSAL LIGHTING of UNIVERSAL LIGHTING TECHNOLOGIES, INC., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.
GIVEN UNDER MY HAND AND SHAL OF OFFICE on this day of October, 2004.
Notary Philic  My Commission Expires: DS 29
[NOTARIAL SEAL]
STATE OF ) COUNTY OF )
BEFORE ME, the undersigned authority, on this day personally appeared the of FLEET CAPITAL CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this day of October, 2004.
Notary Public  My Commission Expires:
[NOTARIAL SEAL]

STATE OF)
COUNTY OF
BEFORE ME, the undersigned authority, on this day personally appeared the of UNIVERSAL LIGHTING the of UNIVERSAL LIGHTING TECHNOLOGIES, INC., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.  GIVEN UNDER MY HAND AND SEAL OF OFFICE on this day of October, 2004.
Notary Public  My Commission Expires:
[NOTARIAL SEAL]
STATE OF GOLD )
BEFORE ME, the undersigned authority on this day personally appeared by the long of FLEET CAPITAL CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 21st day of October, 2004.  Notary Public
My Commission Expires:
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NOTARIAL SEAL

Trademarks and Trademark Applications of Universal Lighting Technologies, Inc.

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) Issued-section 8/15 due 6/13/06	Issued-renewal due 7/22/07	file Statement of Use 11/11/C4	File Statement of Libe 9/16/04	File Statement of Use 9/ 6/04	File Statement of Use 9:16/04	Registered-Section 8&15 due 3/26/05	Status Renewal due 5'22'12

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Country Description Universal Precise 76,049,050 Filing Date IssueNo 5/15/00 2,332,320 Issue Daie Status 4/13/04 Registered - File Section 6/15 by 10/13/09

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