Form PTO-1594 (Rev. 06/04)  OMB Collection 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCI United States Patent and Tradsmark Office
RECORDATION FO	RM COVER SHEET
TRADEMA	RKS ONLY
To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)
Universal Lighting Technologies, Inc.	Additional names, addresses, or citizenship attached?
Chivetsal Lighting Technologies, Inc.	Name: Backbay Capital Funding LLC
Individual(s) Association	Internal
Individual(s) Association Limited Partnership	Address:
✓ Corporation-State	Street Address: 40 Broad Street
Other	City: Boston
Citizenship (see guidelines) Delaware	State: MA
	Country: USA Zip: 02109
Execution Date(s) 10/21/2004	Association Citizenship Delaware
Additional names of conveying parties attached? Yes Volume	<u></u>
3. Nature of conveyance:	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship
Security Agreement Change of Name	Other LLC Citizenship Delaware If assignee is not domiciled in the United States, a domestic
Other Sec attachment for brief	representative designation is attached: Yes No
7	(Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	B. Trademark Registration No.(s)
Ψ,,	2868812
	Additional sheet(s) attached? Yes V No
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence	<u>'</u>
concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Julie Tamburo	registrations involved.
Internal Address: Bingham McCutchen LLP	7. <b>Total fee</b> (37 CFR 2.6(b)(6) & 3.41) \$ 40.00
	Authorized to be charged by credit card
Street Address: 150 Federal Street	Authorized to be charged to deposit account
	L Enclosed
City: Boston	8. Payment Information:
State: MA Zip: 02110	a. Credit Card Last 4 Numbers
Phone Number: 617-951-8055	Expiration Date 10/07
Fax Number: 617-951-8736	b. Deposit Account Number
Email Address: julie.tamburo@bingham.com	Authorized User Name
9. Signature: Ambu	January 27, 2005
Signature	Date
Julie Tamburo V  Name of Person Sloping	Total number of pages including cover 46

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Name of Person Signing

RightFax

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### 10/20/2004 700126149

Form PTO-1594 (Rev. 06/04)  OMB Collegtion 0651-8027 (#xp. 6/30/2006)	U.S. DEPARTMENT OF COMMERC United States Patent and Trademerk Office
RECORDATION	FORM COVER SHEET IARKS ONLY
To the Director of the U. S. Patent and Trademark Office:	Please record the attached documents or the new address(es) below.
1. Name of conveying party(les)/Execution Date(a): UNIVERSAL LIGHTING TECHNOLOGIES, INC.	
Individual(e) General Pannership Corporation-State Citizenship (see guidelines) Execution Date(s) 10/21/2004 Additional names of conveying parties anached?  Assignment Merger Security Agreement Other Change of Name Application number(s) or registration number(s) (s) A. Trademark Application No.(e)	Internel Address:  Street Address: 40 Broad Street  City: Boston  State: MA  Country: USA
See attached Schedule A	B, Trademark Registration No.(s) See stuched Schedulc A
	4 1 1111
Name & address of party to whom correspondence concerning document about the muliod:     Name: Statey Farrall	ng Date if Application of Registration Number is unknown);
Internal Address: Bingham McCatchen LLP Street Address: 150 Federal Street	7. Total fee (37 CFR 2.8(b)(6) & 3.41) § 905.00  Authorized to be charged by credit cerd Authorized to be charged to deposit account Enclosed
City: Botton	6. Payment information:
State: MA Zip: 02110  Phone Number: 617-951-8104  Fex Number: 617-951-8736	a. Credit Card Last 4 Numbers Expiration Date 10/07 b. Deposit Account Number
Email Address: Hacey farell@binghuspcom	Authorized Liser Name
Stacey Parrell	October 26, 2004 Date
Name of Person Signing	Total number of pages including cover direct, ettachmente, and document.

Doguments to be recorded (including open sheet) should be famel to (703) 505-6885, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1420, Alexandria, VA 22313-1460

**TRADEMARK** 

**REEL: 003022 FRAME: 0281** 

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# SCHEDULE A

## UNIVERSAL LIGHTING TECHNOLOGIES SCHEDULE A TRADEMARK INTELLECTUAL PROPERTY

### Registered Trademarks

Trademark or Service Mark	Federal Re	gistrations —
	Registration No.	and Trademark Office
	roseisti ation 140.	Registration Date
TRIAD	2871532	8/10/2004
ACCUSTART (stylized)	2868813	8/3/2004
ACCUSTART 8 (and design)	2876610	8/24/2004
ACCUSTART 5 (and design)	2876609	8/24/2004
SIGNA	2746722	8/5/2003
SIGNA SIGN AND NEON SOLUTIONS	269405 l	3/4/2003
MULIT-S	2589040	2/18/2003
UNIVERSAL PRECISE	2832320	4/13/2004
ADDRESSPRO	2486097	9/4/2001
RIPORMER	2389786	9/26/2000
JNIVERSAL	2357456	6/13/2000
UPERDIM	2345374	4/25/2000
ACCUSTART	2534476	10/13/1998
CTEK	2223235	2/9/1999
UPER LAMPGARD	2060032	5/5/1997
JLTRA SLIM	2080735	7/22/1997
AMPGARD	2041,290	2/25/1997
UPER SLIM	1964807	3/26/1996
CTICPLUS	1908325	8/1/1995
OUICK PLUG	1907152	7/25/1995
S ENERGY SAVINGS (and design)	1959181	2/27/1996
UPER MINI	1960685	3/5/1996
REEN ZONE	2214824	
RIAD	1695866	12/29/1998
ALLASTAR (and design)	1548983	6/23/1992
ALLASTAR	1220674	7/25/1989
I-N-DRI	856942	12/21/1982
ONVERT-A-BALLAST	780762	9/17/1968
LUOR-A-DIM	765398	11/24/1964
	197370	2/25/1964

5UBD0008/1342008.1

**TRADEMARK** 

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-2-

# Pending Trademark Applications

<u>PENDING</u> <u>Tredomark or Service Mark</u>	PENDING Federa United States Patent as	l Registrations nd Trademark Office
	Application No	Filing Date
ULTIM8 (and design)	76-510962	5/1/2003
ULTIM5 (and design)	76-510961	5/1/2003
ULTIM8	76-510960	5/1/2003
ULTIM5 (and design)	76-510958	5/1/2003
HOMESTAR (and design)	76-462577	10/29/2002
MULTI 5 UNI PAK (stylisted)	76-345728	12/4/2001

#U\$DOC\$/1342006,1

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made this 21st day of October, 2004, between BACK BAY CAPITAL FUNDING LLC, a Delaware limited liability company having an office at 40 Broad Street, Boston, Massachusetts 02109, as agent for itself and Lenders (as hereinafter defined), (together with its successors in such capacity, "Agent"), and UNIVERSAL LIGHTING TECHNOLOGIES, INC., a Delaware corporation having its principal place of business at 26 Century Boulevard, Nashville, Tennessee 37214 (the "Company").

### Recitals:

The Company and Gallman Wire Technologies, Inc., a Delaware corporation (together, the "Borrowers") desire to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Term Loan and Security Agreement dated the date hereof by and among Borrowers, Agent and Lenders (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

Lenders are willing to make loans and other financial accommodations to Borrowers from time to time, pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) 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 Recitals 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 pledges, assigns and grants to Agent, for its benefit and the pro rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):
  - (a) 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 sue 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

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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, trademarks, 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:
- (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 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 to (x) 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.
- 9. Subject to the Intercreditor Agreement, at any time an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and

remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing and subject to the Intercreditor Agreement, Agent may immediately, for its benefit and the pro rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that seven (7) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply, subject to the Intercreditor Agreement, the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Subject to the Intercreditor Agreement, any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor

- 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, subject to the Intercreditor Agreement: 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 nonexclusive 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 hereby 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 or 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

consummation of this transaction, the filing 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, 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.

- 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 reasonable 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 borne 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 preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 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 duties hereunder without the prior written consent of Agent.
  - 21. The Company hereby waives notice of Agent's acceptance hereof.
- 22. The representations, warranties and covenants of Company hereunder, and the rights and remedies of the Agent hereunder, are subject to the provisions of the Intercreditor Agreement and the rights of the Senior Credit Facility Agent described therein. The Company shall not be obligated to deliver to the Agent any Collateral with respect to which perfection is achieved by possession or control so long as such Collateral is delivered to the Senior Credit Facility Agent.
- 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

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to applicable choice or conflict of law rules set forth in Article 9 the Uniform Commercial Code) and decisions of the Commonwealth of Massachusetts.

24. 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.

ATTEST:

Name: leftrey Dehrendt

Title: Secretary

UNIVERSAL LIGHTING TECHNOLOGIES, INC.

By: Tank ( ) My Name: Patrick A. Sullivan

Title: Chief Executive Officer

Accepted:

("Company")

BACK BAY CAPITAL FUNDING LLC,

as Agent ("Agent")

Ву:\_\_\_

Name: Michael Pizette

Title: Managing Director

Signature Page to Trademark Security Agreement

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

UNIVERSAL LIGHTING

Title: Managing Director

Signature Page to Trademark Security Agreement

STATE OF TENNESSEE )
COUNTY OF David S
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 thisday of October, 2004.
My Commission Expires: 05/29/05
[NOTARIAL SEAL]
COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF SUFFOLK )
BEFORE ME, the undersigned authority, on this day personally appeared of BACK BAY CAPITAL FUNDING LLC, 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

[NOTARIAL SEAL]

My Commission Expires:

Signature Page to Trademark Security Agreement

STATE OF	
COUNTY OF	
BEFORE ME, the undersigned authority, of the of UNIVERSAL LIGHTIN the person whose name is subscribed to the foregoexecuted the same for the purposes and consider stated, and as the act and deed of said corporation GIVEN UNDER MY HAND AND SEAL	G TECHNOLOGIES, INC., to me known to be oing instrument, and acknowledged to me that he ration therein expressed, in the capacity therein
	Notary Public My Commission Expires:
	[NOTARIAL SEAL]
COMMONWEALTH OF MASSACHUSETTS	· ·
COUNTY OF SUFFOLK	)
BEFORE ME, the undersigned authority, of BACK BAY CAPITAL FUNDING LLC, a subscribed to the foregoing instrument, and acknow purposes and consideration therein expressed, in the of said corporation.	wledged to me that he executed the same for the
GIVEN UNDER MY HAND AND SEAL	OF OFFICE on this 21 day of October, 2004.

Notary Public
My Commission Expires: 12-17-04

[NOTARIAL SEAL]

PATRICIA A. MALLARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 17, 2004

Signature Page to Trademark Security Agreement

# EXHIBIT A

# Intellectual Property Owned by Universal Lighting Technologies, Inc.

Fifting Date IssueNo Issue Date Status	12/3/03 File international/utility applications 12/3/04	12/3/03 File International/utility applications 12/3/04	12/3/03 File International/utility applications 12/3/04	12/3/03 File international/utility applications 12/3/04	12/3/03 File international/ubility applications 12/3/04	1/29/04 File international/utility applications 1/29/05
AppSerNo	60/520,639	60/528,841	60/526,538	60/526,723	60/526,640	60/540,187
Country Description	ttions Adaptive Preheat and Strike for Microcontroller Based Baliast	High Efficiency 4-lamp Instant Start Ballast	High Input Voltage Microcontroller Based Instant Start Baltest	IC Based Low Cost Reliable Electronic Ballast with Muitble Striking Attempts and End of Lamp Life Protection	Low Loss Power Supply Management for Ballast with Microcontroller	Methods of Striation Control for Current Fed, Parallel Resonant
Country	<b>Provisional Patent Applications</b> U.S. Ade	s; n	S.	U.S.	U.S.	U.S.
IPT $)$ $pe$	Provisional	·				<b>.</b>

Country	Description	AppSerNo	Flling Date IssueNo		Issue Date	Status
Australia	Ballastar (Lighting)	A405,082	3/12/84	3/12/84 A405,082	3/12/84	Renewal due 3/12/05
Canada	Accustant	1,162,119	12/12/02	12/12/02 TMA610,226	. 54304	Renewal due 5/13/19
Canada	H⊧N∙D₫	1,162,646	12/17/02	12/17/02 TMAS10,427	574404	Renew registration 5/14/19
Canada	Mutti-5	1,162,123	121202			file Declaration of Use 12/12/05
Canada	Octek	1,162,120	12/12/02	12/12/02 TMA610,074	5/12/04	Renew 5/12/19
Canada	Uttims	1,178,545	5/21/03			File certified copy 8/13/04
Canada	Ultime	1,178,544	5121/03			File certified copy 8/13/04
Mexico	Accustant (Lighting)	38222	9/24/99 773108	773108	12/12/02	issued-renew by 9/24/09

Filing Date IssueNo Issue Date Status	693123 3/30/01 Issued-renew by 11/9/10	698475 5/18/01 Issued-renew by 5/18/10	9/24/99 630730 10/27/99 Renewal due 9/24/09	698473 † 11/9/10 Issued-renew by 11/9/10	693121 3/30/01 Issued-renew by 11/9/10	9/24/99 630729 10/27/99 Issued-renewal due 9/24/09	693124 3/30/01 Issued-renaw by 11/9/10	
AppSerNo Filin	457401	457400	630730	698473	457397	392223	457403	
Description	Addresspro & Design	Addresspro & Design	Ballastar (Llghting)	Lampgard & Design	Lampgard & Design	Octek (Lighting)	Super Dim Digital with Addresspro & Design	
Country	Mexico	Mexico	Mexico	Мехісо	Mexico	Mexico	Mexico	

Country	Description	AppSerNo	Filing Date	IssueNo Issu	Issue Date	Status
Mexico	Super Lampgard & Design	457407		693126	3/30/01	Issued-renew by 11/9/10
Мехес	Super Mini & Design	457394		698472	5/18/01	Issued-renew by 5/18/10
Mexico	Super Silm & Design	457405		693125	3/30/01	Issued-renew by 11/9/10
Mexico	Superdin & Design	457399		693122	3/30/01	Issued-renew by 11/9/10
Mexico	Superdm & Design	457398		698474	5/18/01	Issued-renew by 5/18/10
Mexico	Superdim Digital with Addresspro & Design	457402		698476	5/18/01	issued-renew by 5/18/10
Mexico	Triad (Lighting)	392225	9/24/99	9/24/99 <b>63406</b> 0	11/25/99	Renewal due 9/24/09
Mexico	Triformer (Lighting)	382277	9724/98	9724/99 646786	3/27/00	Registered-Mexico-renew 9/24/09

Country	Country Description	AppSerNo F	Filing Date IssueNo		Issue Date	Status
Mexico	Ulthm5	829,628	10/28/03 826,655	526,855	3/26/04	Renewal due 10/28/13
Mexico		626,627	10/28/03 826,656	928,656	3/26/04	Renewal due 10/28/13
Mexico	Ultra Sim & Design	457.408	·	693127	3/30/01	issued-renew by 11/9/10
Mexico	Universal (Lighting)	456721	9/24/99 784205	64205	3/24/03	Renew by 11/6/10
u.s.	Accustart (Lighting)	75/568,860	10/13/98 2,534,476	,534,476	1/29/02	Issued-Section 8/15 due 7/9/07
r.s.	Accustant 5 and design	76/526,189	6/26/03			Published for opposition 6/1/04
U.S.	Accustant 8 and design	76/526,190	6726/03			Published for opposition 5/1/04
U.S.	Accustant and Design	76/526,198	6/26/03		,	Published for opposition 5/11/04

**REEL: 003022 FRAME: 0300** 

Country	Description	AppSerNo	Filing Date IssueNo	IssueNo	Issue Date Status	Status
U.S.	Addresspro	75/851,716	11/17/99	11/17/99 2,486,097	9/4/101	Issued-section 8/15 due 3/4/07
u.S.	Ballastar & Design (Lighting)	759,317	10/24/88	10/24/88 1,548,963	7/28/89	Renawal due 7/28/09
u.s.	Ballastar (Lighting)	329,164	927/81	9/21/81 1,220,674	12/21/82	Renew by 12/21/12
ë.	Convert-A-Ballast (Lighting)	171,993	9/27/63	927/63 780,762	11/24/64	Renewal due 11/24/04
U.S.	ES Energy Savings & Design	74/413,428	7/14/93	7/14/93 1,959,181	2/27/96	Issued-renew by 2/27/06
U.S.	Fluor-A-Dim (Lighting)	72/165,927	4/2/63	42/63 765,398	2/25/64	Renewal due 8/25/04
u.s.	Green Zone (Lighting)	74/412,467	7/13/93	7/13/93 2,214,624	12/29/98	Issued-Section 8/15 due 12/29/2004
U.S.	HI-N-Dd (Lighting)	282,093	10/9/67 856,942	856,942	9/17/68	Renewal due 9/17/08

REEL: 003022 FRAME: 0301

Country	Description	AppSerNo	Filing Date IssueNo	Issue Date	Status
U.S.	Homestar and Design	76/462,577	10/29/02		Statement of Use filed
ń.s.	Lampgard	74/685,222	6/6/95 2,041,290	225/97	issued-renewal due 2/25/07
u.s.	Mult-E-Kit				Search and Opinion & App sent to Client
U.S.	Mutt-E-Link				Search and Opinion & App sent to Client
U.S.	Muttl-5	76/049,051	5/15/00 2,689,040	2/18/03	Issued-section 8/15 due 8/18/08
U.S.	Octek (Lighting)	75/303,468	6/5/97 2,223,235	2/9/99	2/9/99 Issued-section 8/15 due 2/9/05
U.S.	Octo Plus (Lighting)	74/488,310	2/9/94 1,908,325	8/1/95	Issued-renewal due 8/1/05
U.S.	Quick Plug (Ughting)	74/488,309	2/5/94 1,907,152	7/25/95	Renew Registration by 7/25/05

o Filing Date IssueNo Issue Date Status 521/91 1,695,866 6723/92 Renewal due 6723/12	9/24/99 2,389,786 9/26/00 Registered-Section 88.15 due 3/25/05	5/1/03 File Statement of Use 9/16/04	5/1/03 File Statement of Use 9/16/04	5/1/03 File Statement of Use 9/16/04	5/1/03 File Statement of Use 11/11/04	10/31/95 2,080,735 · 7/22/97 Issued-renewal due 7/22/07	
AppSerNo 74/168,647	75/807,700	76510,958	78/510,961	76/510,960	76/5/10,962	75012,957	
Description Triad (Lighting)	Triformer (Llghtång)	ULTIMS	ULTIMS and Design	ыстив	ULTIMB and Design	Ultra Sikm	٠
Country U.S.	U.S.	U.S.	U.S.	u.s.	U.S.	U.S.	

Issue Date Status

4/13/04

Registered - File Section 8/15 by 10/13/09

AppSerNo Filing Date IssueNo

5/15/00 2,832,320

76/049,050

Universal Precise Description

Country U.S.

IP Type

#315762 12\US917\003

Country	Description	AppSerNo	Filing Date IssueNo		Issue Date	Status
ents and Applications	tions					
Canada	Electronic Balast Having End Of Lamp Life, Overheating, And Shut Down Protections, And Recognition And Multiple Striking Capabilities	2,458,386	1/29/04			File Assignment 1/29/05
Camada	Electronic Ballast with Frequency Management	2,338,507	7720/39			Annuity due 7/20/05
Canada	Lamp Profective, Electronic Ballast	2,214,226	929/97 2,214,226	214,226	8/6/02	Amuity Due 3/29/05
Canada	LED Drive For Generaling Constant Light Output	2,456,391	1/29/04			File Assignment 1/29/05
Canada	Lighting-Bobbin with Strain Rellef	515,366	8/6/88 1,257,669	257,669	7/18/89	7/18/89 Issued-expires 7/18/06
Canada	∐ghting-Fluorescent Ballast Assembly	512,028	6/20/86 1,259,679	259,679	9719/89	Issued-expires 9/19/06
Canada	Lighting-Isolated Constant Wattage Lamp Baltast	2,151,305	4/8/95			Pay annuity 6/8/05

Country	Description	AppSerNo	Filing Date IssueNo		Issue Date	Status
Canada	Microprocessor Controlled Electronic Baltast	2,345,107	12/15/98			Annuity Due 12/15/04
Canada	Software Controlled Electronic Dimming Baliast	2,456,389	1/29/04			File Assignment 1/29/05
Canada	Transfent Detection Of End Of Lamp Life Condition Apparatus And Method	2,456,392	1/29/04			File Assignment 1/29/05
Еигоре	Electronic Ballast with Flament Cut-Out	99921922.3	5/12/99			Annuity Due 5/12/05
Епоре	Electronic Baliast With Frequency Management	99935790.8	7/20/99			Amulty Due 7/20/05
Europe	Microprocessor Controlled Electronic Ballast	98963193.2	12/15/98			Annuity Due 12/15/04
Flance	Lighting-Fluorescent Lamp Power Control	92 01817	2/18/92 92 018/17	2 0 1 8 1 7	4/7/95	Issued-annuity due 2/16/05
Mexico	Electrical Connector with Improved Centering of Mating Terminal Pins for a FluorLighting Ballast	951747	4/10/95 185,014	85,014	6/16/97	Issued-verified receipt of annuity payment 10/30/02

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Country	Description	AppSerNo	Filing Date IssueNo	IssueNo	Issue Date	Status
Mexico	Electronic Baltast Having End Of Lamp Life, Overheading, And Shut Down Protections, And Recognition And Multiple Striking Capabilities	PA/a/2004/0023 57	3/12/04			File POA and assignment by 8/4/04
Mexico	LED Orive For Generating Constant Light Output	PA/a/2004/0023 58	3/12/04			File POA and assignment by 8/4/04
Mexico	Microprocessor Controlled Electronic Baliast	2000/006056	6419/00			Issue fee paid
Mexico	Software Controlled Bectronic Dimming Balkert	P.A/a/2004/0023 59	37204			File POA and assignment by 8/4/04
Mexico	Transient Detection Of End Of Lamp Life Condition Apparatus And Method	PA/a/2004/0023 60	3/12/04			File POA and assignment by 8/4/04
U.S.	Booster Driven Inverter Ballast Employing the Output from the Inverter to Trigger the Booster	202,053	225/94	2/25/94 5,461,287	10/24/95	Issued-maintenance fee due 4/24/07
U.S.	Cable Reel Structure	632,805	4/12/01	4/12/01 6,437,250	8/20/02	issued-maintenance fee due 12/20/06
U.S.	Capacitive Lamp Out Detector	436,789	5/8/95	5/8/95 5,493,181	2/20/96	Issued-maintenance fee due 8/20/07

Country	Description	AppSerNo	Filing Date IssueNo		Issue Date Status	Status
s; i	Electric Ballast with Selective Power Dissipation	447,333	11/22/99 6,177,769	,177,769	1/23/01	issued-maintenance fee due 7/23/08
U.S.	Electronic Balast Derving Auditary Power from Lamp Output	170,144	10/12/98 6,023,132	,023,132	2/8/00	issued-maintenance fee due 9/8/07
u.s.	Electronic Ballast Having End of Lamp Life, Overheating, and Shut Down Protections, and Relamping and Multiple Striking Capabitities	10/688,507	10/17/03			Pending
U.S.	Electronic Ballast Having Open Circuit in Output	10/086,059	2/1/02 6,720,741	,720,741	4/13/04	Issued-maintenance fee due 10/13/07
U.S.	Electronic Ballast Producing Voltage Having Trapezoidal Envelope for Instant Lamps	879,181	6/20/97 5,982,113	,982,113	11/9/99	issued-maintenance fee due 5/9/07
Ü.S.	Electronic Ballast that Manages Switching Frequencies for Exitmsic Purposes	122,231	7/24/98 5,936,357	.936,357	8/10/99	kssued-maintenance fee due 2/10/07
U.S.	Electronic Ballast with Gross-Coupled Outputs	09/613,919	7/11/00 6,437,520	437,520	8/20/02	Pay maintenance fee 2/20/06
U.S.	Electronic Baltast With Filament Cut-Out	079,844	5/15/98 5,973,455	973,455	10/29/99	issued-maintenance fee due 4/26/07

Country	Description	AppSerNo	Filing Date IssueNo		Issue Date	Status
s.u.	Electroric Balast with Low Harmonic Distortion	148,295	11/8/93	11/8/93 5,440,475	8/8/95	issued-maintenance fee due 2/8/07
Ŗ. Ŗ	Electronic Ballast with Selective Load Control	372,201	9411/99	<b>9</b> /11/99 <b>6</b> ,137,239	10/24/00	Issued-maintenance fee due 4/24/08
U.S.	Externally Dimnable Electronic Balast	376,774	1/23/95	1/23/95 5,539,281	7723/96	Issued-maintenance fee due 1/23/08
U.S.	Fast Starting, Surge Limited, Electronic Ballas	394,865	9713/09	9/13/99 6,111,365	8/29/00	issued-maintenance fee due 2/29/08
U.S.	Heat Spreader for Electronic Ballast	903,311	7/30/6/7	7/30/5/7 6,091,199	7718/00	issued-maintenance fee due 1/18/08
U.S.	Lamp Protective, Electronic Ballast	416,022	3/31/95	3/31/95 5,493,180	2/20/96	Issued-maintenance fee due 8/20/07
U.S.	LED Drive for Generaling Constant Light Output	10/629,389	7/29/03			Pending
KS:O	Light Modulating Electronic Ballast	431,822	11/2/99	11/2/99 6,333,605	12/25/01	issued-maintenance fee due 6/25/05

Country	Description	AppSerNo	Filing Date IssueNo	Issue Date Status 4/1/95 Issued	<i>Status</i> Issued-mainfanance fee due
	Cynney-repealed a more to the finite Assembly of Leadless Ballasts Into Fluorescent Luminaries	100,000	1900 P. 1900 P	) 2 2 4	10/11/106
	Lighting-Auto Transformer	638,467	4/15/86 4,724,602	2/16/89	issued-expires 4/15/06
	Lighting-Bobbin with Strain Relief	710,962	3/12/85 4,636,763	1/13/87	Issued-expires 3/12/05
	Lighting-Combination MH/HPS Ballast	09/574,902	5/19/00 6,225,757 B1	B1 5/1/01	Issued-maintenance fee due 11/1/04
	Lighting-Compact Fluorascant Lamp with an Air Gap for Thermal Isolation	09/312,973	5/17/99 6,204,602	3/20/01	Issued-maintenance fee due 9/20/04
	Lighting-Constant Illumination Electronic Ballast	798,265	1t/15/85 4,716,343	12/29/87	Issued-expires 11/15/05
	Ughting-Device & Method for Capacitive Bi-Level Switching of High intensity Discharge Lighting	09/127,200	7/31/98 6,031,340	2/29/00	Issued-maintenance fee due 9/29/07
	Lighting-Otode Clamping Arrangement for Use in Electronic Ballasta	08/642,786	5/3/96 5,650,925	782297	Issued-maintenance fee due 7/22/05

IP Type

Country	Description	AppSerNo	Filing Date IssueNo	IssueNo	Issue Date	Status
u.s.	Lighting-Electonic Baltast for One or More Lamps	09/562,158	00/1/5	5/1/00 6,281,641	8/28/01	Issued-maintenance fee due 2/28/05
ĽŠ.	Lighting-Electric Coff with Tap Transferring to End-Layered Position	175,951	3/31/88	3/31/88 4,808,959	2/28/89	Patent Expires 3/31/08
s; O	Lighting-Electrical Connector with Improved Centering of Mating Terruinal Pha, for a Fivorescent-Lighting Ballast	224,811	4/8/94	4/8/94 5,488,268	1/30/96	issued-maintenance fee due 7/30/2007
U.S.	Lighting-Electrical Connector With Improved Safety Latching For A Fluorescent-Lighting Ballast	08/960,711	10/30/97	10/30/97 5,788,527	6/4/98	Issued-maintenance fee due 8/4/06
U.S.	Ughting-Electrical Half Connector With Contact-Centering Vanes	006,313	1/19/93	1/19/93 5,350,292	9/27/94	Issued-maintenance fee due 9/27/06
U.S.	Lighting-Electrical Lead with Integral Terminal	936,809	12/2/86	12/2/86 4,775,337	10/4/88	Patent expires 12/2/06
u.s.	Lghting-Electical Terminal	111,044	10/20/97	10/20/87 4,812,601	3/14/89	Expires 10/20/07
U.S.	Ughting-Electronic Ballast with High Voltage Protection	088,580	9/18/87	9/18/87 4,902,938	2/20/90	Issued-expires 2/20/10

Country	Description	AppSerNo	Filing Date IssueNo	IssueNo	Issue Date	Status
U.S.	Lighting-Filament Switch for a Lamp Baliast	541,809	621/90	621/90 5,132,595	7124/92	Expires 5/21/10
U.S.	Lighting-Ruorescent Baliast Assembly	122,577	11/16/87	11/16/87 4,766,406	8/23/88	Expires 11/16/07
Ľ.S.	Ughting-Fluorescent Lamp Dimming Switch	945,223	12/19/86 4,886,427	4,886,427	8/11/87	Expires 12/19/2006
S.O.	Lighting-Fluorescent Lamp Power Control	657,114	2/19/91	2/19/91 5,204,587	4/20/93	Issued-maintenance fee due 10/20/04
ĽS.	Lightling-Fluorescent-Lamp Leadless Ballast with Improved Connector	009,645	5/14/93	514/93 5,350,316	9/27/94	lssued-maintenance fee due 3/27/06
J.S.	Ughting-Fluorescent-Lamp Leadless Belast With Improved Connector	680,699	44491	44/91 5,260,678	11/9/93	Issued-maintenance fee due 11/9/05
J.S.	Lighting-Housing for Thermal Protector	08/098,471	7/27/93	7/27/93 5,463,522	10/31/95	Issued-maintenance fee due 4/31/07
J.S.	Lighting-Housing with Integral Mounting Bracket	08/531,585	9/21/95	5,817,975	10/6/98	lssued-maintenance fee due 4/6/06

Country	Description	AppSerNo	Filing Date IssueNo		Issue Date	Status
ĽS.	Lighting-Hybrid Sequence Start Ballast	08/395,499	224/95	224/95 5,731,867	3/24/98	issued-maintenance fee due 3/4/10
U.S.	Lighting-Integral Housing for Ballasts and Fluorescent Lamps	088,557	711/93	777/93 5,349,508	9/20/94	ksued-maintenance fee due 3/20/06
U.S.	Lighting-Integrated-Magnetic Filter Having a Lossy Shunt	08/613,217	3/8/96	318/36 5,731,866	3/24/98	issued-maintenance fee due 9/24/05
U.S.	Lighting-Isolated Constant Wattage Lamp Baffast	257,346	6/9/94	6/9/94 5,497,052	375/96	Issued-maintenance fee due 9/5/07
U.S.	Ughting-Lamp Protection Circuit for Electronic Ballasts	08/644,209	5/10/96	5/10/96 5,635,799	6/3/97	i <b>ssued-mainte</b> nance fee due 12/3/04
U.S.	Lighting-Low Cost Power Factor Correction	08/385,906	2/8/95	29/95 5,568,041	10/22/96	lssued-maintenance fee due 4/22/2008
U.S.	Lighting-Method for Assembling an Inductive Device	08/397,574	3/2/95	5,625,939	5/6/97	Issued-maintenance fee due 11/6/04
U.S.	Lighting-Methods of Manufacturing Bellasts and Starter Assemblies Used in Gas Discharge Lamps	09/168,722	10/8/98	10/8/98 6,074,263	6/13/00	issued-maintenance fee due 12/13/07

Country	Description	AppSerNo	Filing Date IssueNo	·	Issue Date	Status
ŭ.S.	Lighting-Neon Lamp Redefion Transformer for Mid-Point Commoned Neon Lamps	08/752,646	11/19/96 5,818,181	818,181	10/6/98	issued-maintenance fee due 4/6/06
U.S.	Lighting-Power Factor Correcting Flyhack Arrangement Having a Resonant Capecitor Element Connected Across The Switching	06/306,499	9415/94 5,583,398	583,398	12/10/96	Issued-maintenance fee due 6/10/08
U.S.	Lighting-Power Factor Correction Circuit	08/194,916	2/14/94 5,614,810	614,810	3/25/97	Issued-maintenance fee due 9/25/04
U.S.	Ughting-Power Sensing Shuldown	09/646,470	5/8/3 <b>9</b>	5/8/96 6,274,987 B1	8/14/01	Issued-maintenance fee due 2/14/09
U.S.	Lighting-Programmed-Start Parakel-Resonant Electronic Ballast	08/742,355	11/1/36 5,877,592	877,592	3/2/88	Issued-maintenance fee due 9/2/06
U.S.	Lighting-Protected Dimming Control Interface For An Electronic Ballast	09/507,425	2/18/30 6;	6,204,613	3/20/01	Issued-maintenance fee due 9/20/04
u.s.	Lighting-Putse-Width Modulator Circuit For Use in Low-Cost Power Factor Correction Circuit	08/642,562	5/3/36 5,838,181	938,181	11/17/98	Issued-mainfanance fee due 5/17/06
u.s.	Lighting-Recessed Bushing Style Luminous Tube Transformer Festuring Versattle Mounting Configuration	08/576,222	12/22/95 5,735,703	735,703	4/7/98	Issued-maintenance fee due 10/7/09

Country	Description	AppSerNo	Filing Date IssueNo		Issue Date	Status
č. Š	Lighting-Retention City for a Thermal Protection Sensor	194,744	5/17/88	5/17/86 4,924,350.	06/8/3	Issued-expires 5/17/08
U.S.	Ughting-Safety Control Circuit for Detecting the Removal of Lamps from a Beliast and Reducing the Through-Lamp Leskage Currents	09/070,885	4/30/98 6,051,940	3,051,940	4/18/00	Issued-mahlenance fee due 10/18/07
U.S.	Lighting-Safety Protector for Non-isolated Ballasta	08/539,826	10/6/95 5,642,019	5,642,019	6/24/97	lssued-maintenance fee due 12/2/04
U.S.	Lighting-Secondary Ground Fault Protected Luminous Tube Transformer for Mid-Point Connected Luminous Tubes	08/715,873	9/19/196 5,751,523	,751,523	5/12/98	Issued-maintenance fee due 11/12/05
u.s.	Lighting-Shumt Holding Means For Balkasts	331,517	3/31/89 4,952,899	,952,899	8/28/90	issued-patent expires 6/26/09
u.s.	Lighting-Shunt Retaining Clip in a Ballast	449,702	12/11/39 4,937,547	,937,547	6/26/90	Issued-patent expires 6/26/09
U.S.	Lighting-Simplified Ballast Assembly	08/226,714	4/12/94 5,510,762	,510,762	4/23/96	Issued-maintenance fee due 10/23/07
U.S.	Ughting-Speed-up Circuit for Switched Power Transistor	06/798,254	11/15/85 4,667,281	,667,281	5/19/87	Issued-expires 11/15/2005

Country	Description	AppSerNo	Filing Date IssueNo	Issue Date	Status
U.S.	Lighting-Symmetry Control Circuit and Method	08/190,746	1/31/34 5,583,402	12/10/96	Issued-maintenance fee due 6/10/08
U.S.	Lighting-Symmetry Control Choult for Pre-Heating in Electronic Ballasts	08/908/393	87797 5.959.408	928/99	issued-maintenance fee due 3/28/07
U.S.	Lighting-System & Method for Limiting Through-Lamp Ground Fault Currents in Non-isolated Electronic Ballasts	09/566,252	5/5/00 6,291,944	9/18/01	Issued-maintenance fee due 3/18/05
U.S.	Lighting-Three Way Fluorescent Adapter	08/585,399	1/11/96 5,831,395	11/3/98	Issued-maintenanos fee due 5/3/06
u.s.	Ughting-Universal Input Dimmer	08/499,771	5,751,118	5/12/98	Issued-maintenance fee due 11/12/05
u.s.	Lighting-Wire Bobbin for Inductive Devices	187,369	4/28/88 4,853,867	8/1/89	Expires 4/28/08
Š. O	Low Height Ballast for Fluorescent Lamps	227,953	4/15/94 5,500,576	3/19/96	lssued-maintenance fee due 9/19/07
U.S.	Microprocessor Controlled Electronic Ballast	995,278	12/19/97 5,925,990	7/20/99	Issued-maintenance fee due 6/20/05

Status Pay issue fee 10/29/04	5 Issued-maintenance fee due 9/7/06	File International applications by 12/2/04	File missing parts 8/14/04
Issue Date	37795		
IssueNo 2	6/28/94 5,396,155		_
Filing Date IssueNo	6/28/94	12/2/03	7/31/03
AppSerNo 10/187,304	286,746	10/725,018	10/631,672
Description Secondary Ground Fault Protected Neon Transformer	Self-dimming Electronic Balast	Software Controlled Dimming Ballast	Transfert Defection of End of Lamp Life Condition Apperatus and Method
Country U.S.	ø;	Sin	Ü.S.
IP Туре			

Non-Exclusive Licensing Agreement between Lutron Electronics Corporation, Inc. and Universal Lighting Technologies Inc., dated 2/4/04

### EXHIBIT B

### <u>CERTIFICATE</u>

The undersigned officer of UNIVERSAL LIGHTING TECHNOLOGIES, INC. (the "Company"), DOES HEREBY CERTIFY to BACK BAY CAPITAL FUNDING LLC ("Agent") as agent for itself and certain other financial institutions ("Lenders") as are parties from time to time to the Term Loan and Security Agreement among Agent, the Company, the other borrowers noted therein and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated October 21, 2004, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement. IN WITNESS WHEREOF, the undersigned has executed this Certificate, this \_\_ day of \_\_\_\_\_.

> UNIVERSAL LIGHTING TECHNOLOGIES, INC.

Ву:	 	
Title:		

TRADEMARK REEL: 003022 FRAME - 031948 \*\*

**RECORDED: 02/02/2005**