

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc.		09/26/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BNP Paribas
<b>Street Address:</b>	787 Seventh Avenue, 31st Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Societe Anonyme: FRANCE

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	2759656	TIELLA
Registration Number:	2313663	2THOUSAND DEGREES
Registration Number:	1875598	TECH LIGHTING
Serial Number:	76606007	T-TRAK
Serial Number:	76633799	FREE JACK
Serial Number:	78751445	ENCOMPASS LIGHTING GROUP
Serial Number:	78751450	
Serial Number:	78734608	TECH LIGHTING
Registration Number:	2666746	MURRAY FEISS
Registration Number:	2457869	HOME FASHION FOR LIFE
Registration Number:	1495703	ROYCE LIGHTING
Registration Number:	3005492	MURRAY FEISS
Serial Number:	78715720	GRAND AM
Serial Number:	78715707	LE MANS

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Serial Number:	78715703	MINI 22
Registration Number:	2231293	AMBIANCE
Registration Number:	2245282	SEA GULL LIGHTING
Registration Number:	2199289	MONTE CARLO
Registration Number:	2580031	TITAN XL
Registration Number:	2586355	ARCH
Registration Number:	2583504	WEATHERFORD
Registration Number:	2684298	ALICANTE
Registration Number:	2764767	BIG SUR
Registration Number:	1723574	LIGHT PROCESS CO.
Registration Number:	1893056	LPC

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Email: evan.burnstein@skadden.com, smarquez@skadden.com  
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ATTORNEY DOCKET NUMBER:	055660/35
NAME OF SUBMITTER:	Evan G. Burnstein
Signature:	/Evan G. Burnstein/
Date:	10/07/2008

**Total Attachments: 4**  
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## ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

ASSIGNMENT dated as of September 26, 2008, from Bear Stearns Corporate Lending Inc., as initial collateral agent (the "Initial Collateral Agent"), to BNP Paribas, as successor collateral agent (together with its successors and assigns, the "Successor Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain First Lien Trademark Security Agreement, dated as of June 20, 2006 (the "Trademark Security Agreement"), by and among Quality Home Brands Holdings LLC, a Delaware limited liability company and each of the other signatories thereto (individually, as a "Grantor" and collectively, as the "Grantors") and the Initial Collateral Agent, the Grantors granted a security interest to the Initial Collateral Agent in certain Collateral including the Trademarks set forth on Schedule A thereto; and

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on July 10, 2006, at Reel 3344, Frame 0814; and

WHEREAS, the Initial Collateral Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Credit Agreement (as such term is defined in the Trademark Security Agreement) and the Trademark Security Agreement to the Successor Collateral Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Initial Collateral Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademarks" shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule A hereto.
2. Assignment of Security Interest. The Initial Collateral Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademarks and Trademark applications and registrations, to the Successor Collateral Agent.
3. Further Assurances. The Initial Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

**BEAR STEARNS CORPORATE LENDING INC.,**  
as Existing Agent and as sub-agent for the Successor  
Agent for the limited purposes set forth herein

By: JPMorgan Chase Bank, N.A., as authorized  
signatory




By:   
Name: Julio Vasquez  
Title: V.P.

EXHIBIT A

List of Trademarks and Trademark Licenses

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/Comments
TIELLA	2,759,656	9/2/2003	Tech Lighting L.L.C.	
2THOUSAND DEGREES	2,313,663	2/1/2000	Tech Lighting L.L.C.	
	1,875,598 Disclaimer: "LIGHTING"	1/24/1995	Tech Lighting L.L.C.	
T-TRAK	76/606007	8/9/2004 (filing date)	Tech Lighting L.L.C.	
FREE JACK	76/633799	3/21/2005 (filing date)	Tech Lighting L.L.C.	
FREE JACK	1268249	8/11/2005	Tech Lighting L.L.C.	
ENCOMPASS LIGHTING GROUP	78/751445	11/10/2005 (filing date)	Tech Lighting L.L.C.	
	78/751450	11/10/2005 (filing date)	Tech Lighting L.L.C.	
TECH LIGHTING	78/734608	10/17/2005 (filing date)	Tech Lighting L.L.C.	
MURRAY FEISS & Design	2,666,746	12/24/2002	Murray Feiss Import LLC	
HOME FASHION FOR LIFE	2,457,869	06/05/2001	Murray Feiss Import LLC	
ROYCE LIGHTING	1,495,703	07/12/1998	Murray Feiss Import LLC	
MURRAY FEISS	3,005,492	10/11/2005	Murray Feiss Import LLC	
GRAND AM	(78/715720)	(09/19/2005)	Sea Gull Lighting Products, Inc.	
LE MANS	(78/715707)	(09/19/2005)	Sea Gull Lighting Products, Inc.	

MINI 22	(78/715703)	(09/19/2005)	Sea Gull Lighting Products, Inc.	
AMBIANCE	2231293	3/16/1999	Sea Gull Lighting Products, Inc.	
SEA GULL LIGHTING	2245282	5/18/1999	Sea Gull Lighting Products, Inc.	
MONTE CARLO	2199289	10/27/1998	Sea Gull Lighting Products, Inc.	
TITAN XL	2580031	6/11/2002	Sea Gull Lighting Products, Inc.	
ARCH	2586355	6/25/2002	Sea Gull Lighting Products, Inc.	
WEATHERFORD	2583504	6/18/2002	Sea Gull Lighting Products, Inc.	
ALICANTE	2684298	2/04/2003	Sea Gull Lighting Products, Inc.	
BIG SUR	2764767	9/16/2003	Sea Gull Lighting Products, Inc.	
LIGHT PROCESS CO. (Stylized)	1723574	10/13/1992	Light Process Company, L.P.	
LPC and Design	1893056	05/09/1995	Light Process Company, L.P.	
MONTE CARLO	1759074	10/28/1999	Sea Gull Lighting Products, Inc.	Argentina
MONTE CARLO	1131796	4/1/1999	Sea Gull Lighting Products, Inc.	Community Trademark