

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALP Lighting & Ceiling Products, Inc.		10/10/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 West Higgins Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	76674637	SPECTRUS
Serial Number:	76674638	PSI
Serial Number:	76664445	LUMIEO
Serial Number:	76664444	MICROLINEAR
Serial Number:	76530662	LLEDGE WEDGELIT
Serial Number:	76511470	LITTLE LINDY
Serial Number:	76507827	LLEDGE
Serial Number:	76507803	SPECTRUS
Serial Number:	76505529	MOTIF PROCESS
Serial Number:	76505442	PRODUCTS FROM THE PALETTE
Serial Number:	76504639	GENESTA
Serial Number:	76464166	CUSTOM
Serial Number:	76415197	LLEDGE
Serial Number:	76414913	LLEXIT

OP \$665.00 76674637

Serial Number:	76414910	LEXALITE PROJECTOR REFLECTOR
Serial Number:	76304817	THE LINDY
Serial Number:	76171004	INTERFACE
Serial Number:	75780922	LEX-EFX LIGHT CONTROL FILM
Serial Number:	75655590	LEX-EFX
Serial Number:	75403378	LL
Serial Number:	75370680	TRIMENDOUS
Serial Number:	76297631	CRYSTAL REFLEXOR
Serial Number:	75143903	LITELID
Serial Number:	73253799	REFLEXOR
Serial Number:	73206887	UVALEX
Serial Number:	72155162	LEXALITE

CORRESPONDENCE DATA

Fax Number: (312)698-4597
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.849.8206
Email: szabela@mcguirewoods.com
Correspondent Name: Stephanie A. Zabela, McGuireWoods LLP
Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER:	2054423-0009
NAME OF SUBMITTER:	Stephanie Zabela
Signature:	/Stephanie Zabela/
Date:	10/15/2008

Total Attachments: 8
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of October 10, 2008, is made by ALP LIGHTING & CEILING PRODUCTS, INC., an Illinois corporation (the "*Grantor*"), in favor of COLE TAYLOR BANK, an Illinois banking corporation (the "*Bank*").

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "*Loan Agreement*") with the Bank, pursuant to which the Bank has agreed to make loans to the Grantor and the Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in *Schedule 1* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on *Schedule 1* annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in *Schedule 1* annexed hereto, any trademark issued pursuant to a trademark application referred to in *Schedule 1*, and any trademark licensed under any trademark license listed on *Schedule 1* annexed hereto (items (1) through (3) being herein collectively referred to as the "*Trademark Collateral*");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in *Schedule 2* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on *Schedule 2* annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in *Schedule 2* annexed hereto, any patent issued pursuant to a patent application referred to in *Schedule 2*, and any patent licensed under any patent license listed on *Schedule 2* annexed hereto (items (4) through

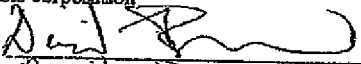
(6) being herein collectively referred to as the "*Patent Collateral*").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

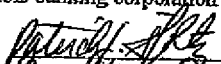
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ALP LIGHTING & CEILING PRODUCTS, INC.,
an Illinois corporation

By: 
Name: David Brown
Title: President

Acknowledged:

COLE TAYLOR BANK,
an Illinois banking corporation

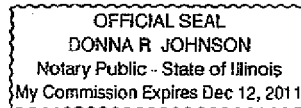
By: 
Name: Patrick J. Spoloz
Title: GVP

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 7 day of October, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing body of said entity.


Notary Public




My Commission Expires: 12-12-2011

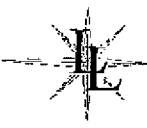


SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

United States

TRADEMARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
SPECTRUS 	76674637	03/27/2007	3350742	12/11/2007	Registered
PSI 	76674638	03/27/2007	3371243	01/22/2008	Registered
LUMIEO	76664445	08/10/2006	3402305	03/25/2008	Registered
MICROLINEAR	76664444	08/10/2006	3287173	08/28/2007	Registered
LLEDGE WEDGELIT	76530662	07/18/2003	2984517	08/16/2005	Registered
LITTLE LINDY	76511470	05/06/2003	2834045	04/20/2004	Registered
LLEDGE	76507827	04/18/2003	2842592	05/18/2004	Registered
SPECTRUS	76507803	04/18/2003	2927267	02/22/2005	Registered
MOTIF PROCESS	76505529	04/10/2003	2838054	05/04/2004	Registered
PRODUCTS FROM THE PALETTE	76505442	04/10/2003	2839792	05/11/2004	Registered
GENESTA	76504639	04/08/2003	2844452	05/25/2004	Registered
CUSTOM 	76464166	11/05/2002	2885693	09/21/2004	Registered
LLEDGE	76415197	05/30/2005	2700117	03/25/2003	Registered
LLEXIT	76414913	05/30/2002	2731683	07/01/2003	Registered
LEXALITE PROJECTOR REFLECTOR	76414910	05/30/2002	2731682	07/01/2003	Registered

TRADEMARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
THE LINDY	76304817	08/24/2001	2657199	12/03/2002	Registered
INTERFACE interface	76171004	11/24/2000	2665382	12/24/2002	Registered
LEX-EFX LIGHT CONTROL FILM	75780922	08/20/1999	2452555	05/22/2001	Registered
LEX-EFX	75655590	03/08/1999	2329114	03/14/2000	Registered
LL 	75403378	12/10/1997	2228034	03/02/1999	Registered
TRIMENDOUS	75370680	10/09/1997	2222500	02/09/1999	Registered
CRYSTAL REFLEXOR	76297631	08/01/2001	2578416	06/11/2002	Registered
LITELID	75143903	08/02/1996	2079220	07/15/1997	Registered/Renewed
REFLEXOR	73253799	03/13/1980	1166389	08/25/1981	Registered/Renewed
UVALEX	73206887	03/12/1979	1191950	03/16/1982	Registered/Renewed
LEXALITE	72155162	10/15/1962	0756426	09/10/1963	Registered/Renewed

International

COUNTRY	Trademark	App./Reg. No.	Status
European Community	LEXALITE	004139275	Registered
	REFLEXOR	004134839	Registered
	SPECTRUS	004134847	Registered
Mexico	LEXALITE	245762	Registered
Australia	REFLEXOR	844795	Registered

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

United States

Title	App./ No.	Filing Date	Patent No.	Issue Date	Status
Reflector/Refractor	07/209,525	21-Jun-1988	4,839,781	13-Jun-1989	Registered
Signal Reflector and Optical System	07/373,941	29-Jun-1989	5,046,818	10-09-1991	Registered
Prismatic Reflector and Prismatic Lens	08/195,363	10-Feb-1994	5,444,606	22-Aug-1995	Registered
Transflection Reflector Having controlled Reflected and Transmitted Light Distribution	08/196,303	15-Feb-1994	5,481,445	02-Jan-1996	Registered
Combined Prismatic Reflector and Lens for a Lighting Fixture	D/018,585	10-Feb-1994	D367,337	20-Feb-1996	Registered
Perforated Reflector for an Ornamental Luminaire	08/688,833	31-Jul-1996	5,743,634	28-Apr-1998	Registered
Lighting Fixture including a Neutral Density Polymeric Material	09/020,817	09-Feb-1998	5,967,648	19-Oct-1999	Registered
Lighting Fixture Employing a Partially Reflective Partially Transmittive Polymeric Reflector	09/500,620	09-02-2000	6,550,938	22-Apr-2003	Registered
Lighting Fixture Optical Assembly Including Reflector/Refractor and Shroud	10/099,114	15-Mar-2002	6,575,601	10-Jun-2003	Registered
Lighting Fixture Optical Assembly Including Reflector/Refractor and Collar For Enhanced Directional Illumination Control	10/113,176	29-Mar-2002	6,698,908	02-Mar-2004	Registered
Edge-lit Luminaire Having Prismatic Optical Control	09/566,583	08-May-2000	6,767,106	27-Jul-2004	Registered
Clip for Light Fixture and a Light Fixture Apparatus	10/929,043	27-Aug-2004	7,160,006	09-Jan-2007	Registered
Bracket for a Lighting Fixture in a Suspended Ceiling	61/056,191	27-May-2008			Pending
Fluorescent bulb connector with a spring board nib	20050225974	10/13/2005			Pending
End cap for illumination tube guards	20060034087	02/16/2006			Pending

International

Title/ US Counterpart	Country	Patent No.
Reflector/Refractor D367,337	United Kingdom	2040596
	Germany	M94059543
Lighting Fixture including a Neutral Density Polymeric Material 5,967,648	Singapore	73286
	Australia	737917
	New Zealand	504926
	Mexico	222096
	Hungary	224574
	Canada	2313546
Lighting Fixture Employing a Partially Reflective Partially Transmittive Polymeric Reflector 6,550,938	Mexico	253552
	Canada	2398776