

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                |
| <b>NATURE OF CONVEYANCE:</b> | Assignment of Security Interest in Trademarks |

**CONVEYING PARTY DATA**

| Name                                | Formerly | Execution Date | Entity Type  |
|-------------------------------------|----------|----------------|--------------|
| Bear Stearns Corporate Lending Inc. |          | 07/29/2008     | CORPORATION: |

**RECEIVING PARTY DATA**

|                          |  |
|--------------------------|--|
| <b>Name:</b>             | The Bank of New York Mellon, as Successor Collateral Agent |
| <b>Street Address:</b>   | 600 EAST LAS COLINAS BLVD.                                 |
| <b>Internal Address:</b> | Suite 1300   |
| <b>City:</b>             | IRVING   |
| <b>State/Country:</b>    | TEXAS  |
| <b>Postal Code:</b>      | 75039  |
| <b>Entity Type:</b>      | CORPORATION:   |

**PROPERTY NUMBERS Total: 24**

| Property Type        | Number  | Word Mark             |
|----------------------|---------|-----------------------|
| Registration Number: | 1723574 | LIGHT PROCESS CO.     |
| Registration Number: | 1875598 | TECH LIGHTING         |
| Registration Number: | 1893056 | LPC                   |
| Registration Number: | 2231293 | AMBIANCE              |
| Registration Number: | 2245282 | SEA GULL LIGHTING     |
| Registration Number: | 2199289 | MONTE CARLO           |
| Registration Number: | 2313663 | 2THOUSAND DEGREES     |
| Registration Number: | 2666746 | MURRAY FEISS          |
| Registration Number: | 2457869 | HOME FASHION FOR LIFE |
| Registration Number: | 2580031 | TITAN XL              |
| Registration Number: | 2586355 | ARCH                  |
| Registration Number: | 2583504 | WEATHERFORD           |
| Registration Number: | 2684298 | ALICANTE              |

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|                      |         |                          |
|----------------------|---------|--------------------------|
| Registration Number: | 2764767 | BIG SUR                  |
| Registration Number: | 2759656 | TIELLA                   |
| Registration Number: | 3005492 | MURRAY FEISS             |
| Registration Number: | 3159494 | T-TRAK                   |
| Registration Number: | 3155696 | FREE JACK                |
| Registration Number: | 3257269 | MINI 22                  |
| Registration Number: | 3199800 | LE MANS                  |
| Registration Number: | 3195239 | GRAND AM                 |
| Registration Number: | 3153698 | TECH LIGHTING            |
| Registration Number: | 3437911 | ENCOMPASS LIGHTING GROUP |
| Registration Number: | 1495703 | ROYCE LIGHTING           |

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6175269628  
Email: cslattery@proskauer.com  
Correspondent Name: Christine Slattery  
Address Line 1: Proskaur Rose LLP  
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Address Line 4: Boston, MASSACHUSETTS 02110

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 11964/012            |
| NAME OF SUBMITTER:      | Christine Slattery   |
| Signature:              | /Christine Slattery/ |
| Date:                   | 11/11/2008           |

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

ASSIGNMENT dated as of July 29, 2008, from Bear Stearns Corporate Lending Inc., as initial collateral agent (the "Initial Collateral Agent"), to The Bank of New York Mellon, as successor collateral agent (together with its successors and assigns, the "Successor Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Second 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 003344, Frame 0853; 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

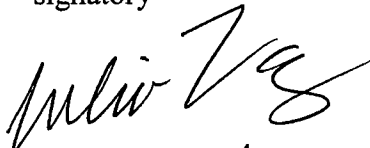
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Initial Collateral Agent hereby acknowledges and agrees as follows:

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 Vazquez  
Title: V.P.

Schedule A to TRADEMARK SECURITY AGREEMENT ASSIGNMENT

| Trademark  | Reg. No.<br>(App. No.) | Reg. Date<br>(App. Date) | Record Owner/Liens                   | Country of<br>Registration |
|--|------------------------|--------------------------|--------------------------------------|----------------------------|
| TIELLA   | 2,759,656              | 09/02/2003               | Tech Lighting L.L.C.                 | U.S.                       |
| 2THOUSAND<br>DEGREES   | 2,313,663              | 02/01/2000               | Tech Lighting L.L.C.                 | U.S.                       |
| <b>TECH</b><br><i>lighting</i>   | 1,875,598              | 01/24/1995               | Tech Lighting L.L.C.                 | U.S.                       |
| T-TRAK   | 3,159,494              | 10/17/2006               | Tech Lighting L.L.C.                 | U.S.                       |
| FREE JACK  | 3,155,696              | 10/17/2006               | Tech Lighting L.L.C.                 | U.S.                       |
| ENCOMPASS<br>LIGHTING GROUP  | 3,437,911              | 05/27/2008               | Tech Lighting L.L.C.                 | U.S.                       |
| TECH LIGHTING  | 3,153,698              | 10/10/2006               | Tech Lighting L.L.C.                 | U.S.                       |
| <b>MURRAY FEISS</b><br> | 2,666,746              | 12/24/2002               | Murray Feiss Import<br>L.L.C.        | U.S.                       |
| HOME FASHION<br>FOR LIFE   | 2,457,869              | 06/05/2001               | Murray Feiss Import<br>L.L.C.        | U.S.                       |
| ROYCE LIGHTING   | 1,495,703              | 07/12/1998               | Murray Feiss Import<br>L.L.C.        | U.S.                       |
| MURRAY FEISS   | 3,005,492              | 10/11/2005               | Murray Feiss Import<br>L.L.C.        | U.S.                       |
| GRAND AM   | 3,195,239              | 01/02/2007               | Sea Gull Lighting<br>Products L.L.C. | U.S.                       |
| LE MANS  | 3,199,800              | 01/16/2007               | Sea Gull Lighting<br>Products L.L.C. | U.S.                       |
| MINI 22  | 3,257,269              | 06/26/2007               | Sea Gull Lighting<br>Products L.L.C. | U.S.                       |
| AMBIANCE   | 2,231,293              | 03/16/1999               | Sea Gull Lighting<br>Products L.L.C. | U.S.                       |
| SEA GULL<br>LIGHTING   | 2,245,282              | 05/18/1999               | Sea Gull Lighting<br>Products L.L.C. | U.S.                       |
| MONTE CARLO  | 2,199,289              | 10/27/1998               | Sea Gull Lighting<br>Products L.L.C. | U.S.                       |

|   |           |            |                                    |      |
|---|-----------|------------|------------------------------------|------|
| TITAN XL  | 2,580,031 | 6/11/2002  | Sea Gull Lighting Products, L.L.C. | U.S. |
| ARCH  | 2,586,355 | 6/25/2002  | Sea Gull Lighting Products L.L.C.  | U.S. |
| WEATHERFORD   | 2,583,504 | 6/18/2002  | Sea Gull Lighting Products L.L.C.  | U.S. |
| ALICANTE  | 2,684,298 | 2/04/2003  | Sea Gull Lighting Products L.L.C.  | U.S. |
| BIG SUR   | 2,764,767 | 9/16/2003  | Sea Gull Lighting Products L.L.C.  | U.S. |
|  | 1,723,574 | 10/13/1992 | Light Process Company, L.P.        | U.S. |
|  | 1,893,056 | 05/09/1995 | Light Process Company, L.P.        | U.S. |